



Agenda

Greenville City Council

December 11, 2025

6:00 PM

City Hall Council Chambers, 200 West 5th Street

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

I. Call Meeting To Order

II. Invocation - Council Member Portia Willis

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

1. Neighborhood & Business Services Department -- American Planning Association North Carolina Chapter 2025 Marvin Collins Outstanding Planning Award
2. Les Everett - Planning and Development Services Department Retiree

VII. Public Comment Period

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

VIII. Consent Agenda

3. Resolution and Deed of Release to abandon a portion of a drainage easement on Lot 97, Langston Farms, Phase 10, Minor Alteration
4. Conveyance of Right of Way and Easements on Tax Parcel 39182 for the North Carolina Department of Transportation Project U-2718 for the Evans Street/Old Tar Road Widening Project
5. Acceptance of Real Property from Boviet USA Property LLC, located in the Indigreen Subdivision, for the Use and Benefit of Greenville Utilities Commission for an Electric Substation, a New Access Easement, and a New 30' Utility Easement
6. Contract Award for 2025-2026 Stormwater Pipelining On-Call Project for the Public Works Department
7. Contract Award for Professional Services for Design, Property Acquisition, and Construction Engineering and Inspection (CEI) for the Trafalgar Drive Stormwater Improvement Project
8. Various Tax Refunds Greater Than \$100

IX. New Business

Public Hearings

9. Ordinance to annex RDP Management Consulting, LLC and Houses BPR, LLC property involving 119.163 acres located on the southern right-of-way of Mills Road and eastern right-of-way of Wolf Pit Road and being 1,300+/- feet east of Ivy Road
10. Ordinance requested by RDP Management Consulting, LLC and Houses BPR, LLC to rezone 119.163 acres located on the southern right-of-way of Mills Road and eastern right-of-way of Wolf Pit Road and being 1,300+/- feet east of Ivy Road from RA (Rural-Agricultural - Pitt County's Jurisdiction) to R9S (Residential-Single-Family)
11. Ordinance requested by Robert Forbes, Jr. and James Forbes to rezone 0.937 acres located along the northern right-of-way of NC 43 N and 500+/- feet east of MacGregor Downs Road from RA20 (Residential-Agricultural) to CG (General Commercial).
12. Ordinance requested by Planning and Development Services Department to amend the standards of the Bar 2022 use by increasing the total maximum size limit from 2,000 square feet to 3,500 square feet, to add a separation distance that the use shall not be closer than 500 feet from all single-family zoning districts and/or single-family dwellings located in a zoning district that allows single-family uses, and to expand the allowable zoning districts to include: CD (Downtown Commercial), CDF (Downtown Commercial Fringe), CG (General Commercial), and CH (Heavy Commercial) with a special use permit. This request also includes amending the standards of the Microbrewery use to allow these uses to have the ability to have a mixed beverage permit, to add a maximum total size limit of 8,000 square feet, to add a separation distance that the use shall not be

closer than 500 feet from all single-family zoning districts and/or single-family dwellings located in a zoning district that allows single-family uses, and to add compliance standards with certain public safety and public nuisance issues to maintain the required special use permit.

13. First Public Hearing for the 2026-2027 Annual Action Plan for CDBG and HOME Funds

14. Resolution to Close a Portion of Brandenburg Street

Other Items of Business

15. Request to Place Public Art on Public Property - DownEast Sculpture Exhibition on City Property

16. 2025-26 Downtown Greenville Partnership Contract for Services

17. Purchase of Additional Affordable Homes from Pitt Community College

18. Resolution Authorizing the Purchase of Parcels 22505 and 2133 from Carolina Agribusiness LLC and Ham Equipment LLC

19. Resolution to accept donation from RDP Management Consulting LLC of real property located at 0 Wolf Pit Road, Greenville, NC, 27858, further described as 40 acres located on the northern portion of Tax Parcel 004923

20. Budget Ordinance Amendment #5 Amending the 2025-2026 City of Greenville Facilities Improvement Fund (Ordinance #25-020), Transit Fund (Ordinance #25-020), Donations Fund (Ordinance #18-062), and Special Revenue Grant Fund (Ordinance #11-003)

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 12/11/2025

<u>Title of Item:</u>	Resolution and Deed of Release to abandon a portion of a drainage easement on Lot 97, Langston Farms, Phase 10, Minor Alteration
<u>Explanation:</u>	<p>The City has received a request from Bill Clark Homes of Greenville LLC to abandon a portion of a sewer/drainage easement running across Langston Farms Lot 97, by reducing the width of the easement from forty (40) feet to twenty (20) feet as shown on the attached map titled "Drainage Easement Abandonment Map, City of Greenville, A portion of Lot 97, Langston Farms, Phase 10", prepared by Stroud Engineering, dated November 06, 2025. The developer no longer needs to pull sanitary sewer from Stone Wood Drive.</p> <p>Attached for City Council's consideration is a resolution to abandon the drainage easement and authorize the execution of the deed of release for the same in favor of Bill Clark Homes of Greenville LLC.</p>
<u>Fiscal Note:</u>	No fiscal impact is anticipated with this action.
<u>Recommendation:</u>	Authorize the execution of the attached resolution and deed of release.

ATTACHMENTS

- ☐ [COG-#1209239-v1-ResolutionNo____Abandonment_of_Drainage_easement_Lot_97_Langston_Farms_Ph_10.doc](#)
- ☐ [COG-#1209246-v1-Release_of_Drainage_Easement_Lot_97_Langston_Phase_10_Bill_Clark.docx](#)
- ☐ [Drainage Easement Abandonment Map.pdf](#)

RESOLUTION NO. _____
RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF GREENVILLE, NORTH CAROLINA,
ABANDONING A DRAINAGE EASEMENT AND AUTHORIZING
EXECUTION OF DEED OF RELEASE

WHEREAS, the CITY was dedicated for public use a drainage easement being forty (40) feet in width and shown and noted on the final plat of Langston Farms, Phase 10, Minor Alteration, recorded in Map Book 79, Page 81, Pitt County Public Registry, which is made a part hereof, was heretofore conveyed for the use and benefit of the City of Greenville, North Carolina, by dedication offered on said final plat; and,

WHEREAS, BILL CLARK HOMES OF GREENVILLE LLC acquired the underlying fee interest ownership in Lot 97, of Langston Farms, Phase 10, Minor Alteration, by deed recorded in Deed Book 2579, Page 1, in the Pitt County Public Registry; and

WHEREAS, BILL CLARK HOMES OF GREENVILLE LLC is requesting the CITY to abandon a portion of the drainage easement by reducing the width of the easement from forty (40) feet to twenty (20) feet in width as shown on the attached map titled: “Drainage Easement Abandonment Map, City of Greenville, A portion of Lot 97, Langston Farms, Phase 10”, prepared by Stroud Engineering, dated November 06, 2025; and

WHEREAS, the CITY has not installed any facilities in said twenty foot portion of the drainage easement requested to be abandoned, and has no future use or need for the requested portion to be abandoned, and has no interest to continue to maintain the requested portion of the drainage easement to be abandoned, situated over and upon the property of the BILL CLARK HOMES OF GREENVILLE LLC; and

WHEREAS, the CITY therefore desires to abandon that said twenty foot portion of the drainage easement as shown on the attached map and deems such abandonment to be in the best interest of all parties; and

WHEREAS, BILL CLARK HOMES OF GREENVILLE LLC has requested the City Council to authorize and direct the appropriate City Officials to execute and to deliver to the owners of such real property an instrument, suitable for recordation, that releases any interest which the City, its agencies or assigns might have in and to said portion of the drainage easement to be abandoned as described above;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, during its regularly scheduled meeting on the 11th day of December, 2025, as follows:

1. That the City of Greenville has no future need or desire to use that twenty foot portion of the drainage easement labeled “ Area to be Abandoned: 2,605 SF” as shown on the attached map titled: “Drainage Easement Abandonment Map, City of Greenville, A portion of “Lot 97, Langston

Farms, Phase 10”, prepared by Stroud Engineering, Dated November 06, 2025.

2. That the appropriate City officials be and are hereby empowered to make, execute, and deliver to BILL CLARK HOMES OF GREENVILLE LLC, as the owners of the real property encumbered by said easement, instrument in a form suitable for recordation, releasing whatever interest the City of Greenville might have in and to said abandoned portion of drainage easement.

ADOPTED this the 11th day of December, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

-----[SPACE ABOVE THIS LINE IS RESERVED FOR RECORDATION DATA]-----

STATE OF NORTH CAROLINA
COUNTY OF PITT

Release of Drainage Easement
Langston Farms, Phase 10, Minor Alteration, Lot 97

Prepared by: City of Greenville
File: City of Greenville
PO Box 7207
Greenville, NC 27835

THIS DEED OF RELEASE, made and entered into this the 11th day of December, 2025, by and between the **CITY OF GREENVILLE**, a municipal corporation created under the laws of the State of North Carolina, P.O. Box 7207, Greenville, NC 27835, party of the first Part and hereinafter sometimes referred to as the **CITY**, and **BILL CLARK HOMES OF GREENVILLE LLC**, a limited liability company created under the laws of the State of North Carolina and authorized to do business in the State of North Carolina, with registered mailing address, 200 E. Arlington Boulevard, Suite R, Greenville, NC 27858, the party of the second part.

W I T N E S S E T H

THAT WHEREAS, the CITY was dedicated for public use a drainage easement being forty (40) feet in width and being over and upon Lot 97 as shown on the final plat of Langston Farms, Phase 10, Minor Alteration, recorded in Map Book 79, Page 81, Pitt County Public Registry, which is made a part hereof; and

WHEREAS, the current owner of such property, BILL CLARK HOMES OF GREENVILLE LLC, acquired the underlying fee interest ownership in Lot 97, of Langston Farms, Phase 10, Minor Alteration, by deed recorded in Deed Book 2579, Page 1, in the Pitt County Public Registry; and

WHEREAS, BILL CLARK HOMES OF GREENVILLE LLC is requesting the CITY to abandon a portion of the drainage easement by reducing the width of the easement from forty (40) feet to twenty (20) feet in width as shown on the attached map titled: "Drainage Easement Abandonment Map, City of Greenville, A portion of Lot 97, Langston Farms, Phase 10", prepared by Stroud Engineering, dated November 06, 2025; and

WHEREAS, the CITY has not installed any facilities in the said twenty foot portion of the drainage easement requested to be abandoned, and has no future use or need for the requested portion to be abandoned, and has no interest to continue to maintain that portion of the drainage easement to be abandoned, situated over and upon the property of the BILL CLARK HOMES OF GREENVILLE LLC; and

WHEREAS, the CITY therefore desires to abandon that said twenty-foot portion of the drainage easement as shown on the attached map and deems such abandonment to be in the best interest of all parties; and

WHEREAS, the City Council of the City of Greenville, at its December 11, 2025, meeting, duly adopted a Resolution authorizing the Mayor to execute all required instruments releasing whatever interest the City of Greenville might have in and to said drainage easements;

NOW, THEREFORE, for good and valuable consideration paid by the GRANTEE to the CITY, the sufficiency and receipt of which is hereby acknowledged, the CITY does hereby remise, release, discharge, and forever quitclaim unto the GRANTEE, as the current owner of the subject property, their successors and assigns, all the CITY's rights, title, and interest in and to such drainage easements described herein.

IN TESTIMONY WHEREOF, by Resolution duly entered made by the City Council of the City of Greenville, as caused this Deed of Release to be executed in its name by its Mayor, attested by the City Clerk, and its official seal hereto affixed, all on the day and year first above written.

CITY OF GREENVILLE

By: _____
P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

State of North Carolina

County of Pitt

I, _____, Notary Public of Pitt County, North Carolina, do hereby certify that Valerie Shiuwegar personally appeared before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipal corporation, and that by authority duly given and as the act of the City of Greenville through and by the City Council, its governing body, the foregoing instrument was signed in its name by P.J. Connelly, Mayor, sealed with its corporate seal, and attested by herself as its City Clerk.

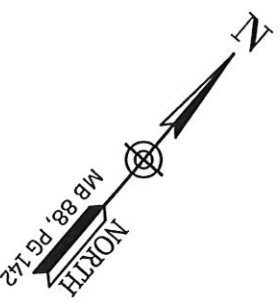
WITNESS my hand and Notarial Seal, this the 11th day of December, 2025.

_____, Notary Public
(Print or Type Name of Notary Here)

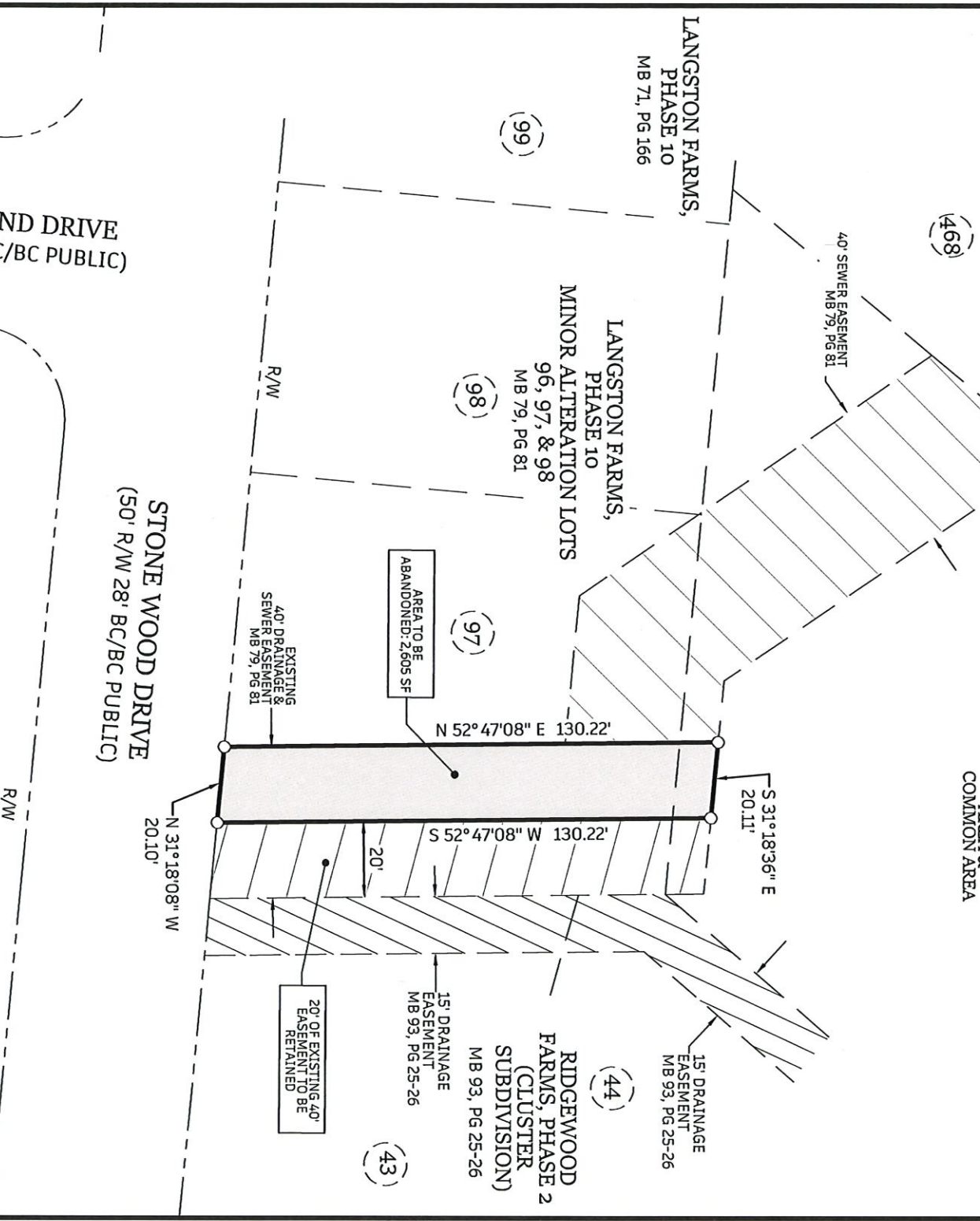
My Commission Expires: _____



VICINITY MAP
1" = 1000'



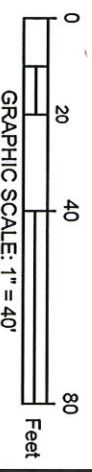
LANGSTON FARMS, PHASE 11,
SECTION 38&4A
STORMWATER
MANAGEMENT
AREA &
COMMON AREA



STONE BEND DRIVE
(50' R/W 28' BC/BC PUBLIC)

STONE WOOD DRIVE
(50' R/W 28' BC/BC PUBLIC)

FOR REVIEW ONLY



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.
[NOTE PER GS 47-30 (n), EFFECTIVE JULY 1, 2017]

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS
THE ____ DAY OF _____, ____.

PROFESSIONAL LAND SURVEYOR L- _____

DRAINAGE EASEMENT ABANDONMENT MAP

CITY OF
GREENVILLE

A PORTION OF LOT 97, LANGSTON
FARMS, PHASE 10

REFERENCE: MAP BOOK 79, PAGE 81
OF THE PITT COUNTY REGISTRY

DATE: NOVEMBER 06, 2025 SCALE: 1" = 40'
GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NC



STROUD ENGINEERING, P.A.
107-B COMMERCE STREET
GREENVILLE, NC 27858
(252) 756-9352

LICENSE NO. C-0647



City of Greenville, North Carolina

Meeting Date: 12/11/2025

Title of Item: Conveyance of Right of Way and Easements on Tax Parcel 39182 for the North Carolina Department of Transportation Project U-2718 for the Evans Street/Old Tar Road Widening Project

Explanation: The subject property, Pitt County Tax Parcel 39182, is described in Deed Book T50 at Page 431, Pitt County Registry, and contains approximately 1.138 acres of which 0.035 acres is being acquired as right of way, leaving 1.103 acres remaining on the left with access to Evans Street. Also being acquired is a Permanent Drainage Easement containing approximately 0.009 acres and a Drainage/Utility Easement (DUE) containing approximately 0.076 acres.

At is November 20, 2025 regular meeting, the Greenville Utilities Commission Board of Commissioners approved the conveyance of right of way and easements to the North Carolina Department of Transportation and recommends similar action by City Council.

Fiscal Note: No cost to the City.

Recommendation: Approve and execute the attached Deed for Highway Right of Way

ATTACHMENTS

☐ [Deed for Highway Right of Way \(Project U-2817\).pdf](#)

Revenue Stamps \$ _____

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Chris Justice CHECKED BY Yvonne Radford

The hereinafter described property ☐ Does ☒ Does not include the primary residence of the Grantor

RETURN TO: Division R/W Agent, NCDOT
1430 E. Arlington Blvd.
Greenville, NC 27858

NORTH CAROLINA
COUNTY OF Pitt
TAX PARCEL 39182

TIP/PARCEL NUMBER: U-2817 175
WBS ELEMENT: 34868.2.2
ROUTE: SR 1700

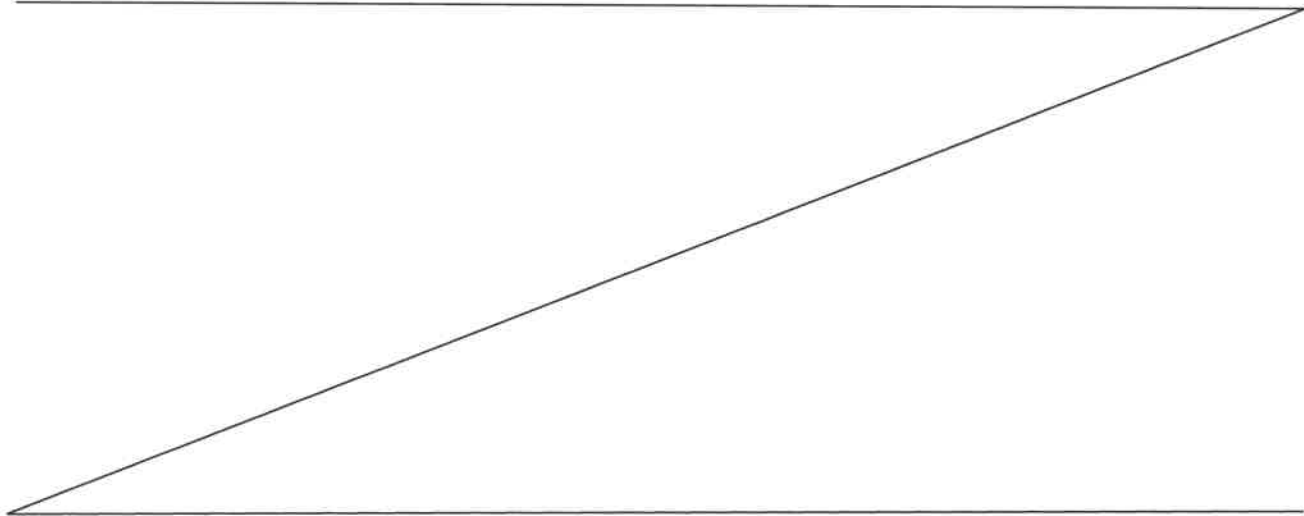
THIS FEE SIMPLE DEED, made and entered into this the _____ day of _____ 20 25
by and between City of Greenville, North Carolina, a municipal corporation in Pitt County for itself
and for the use and benefit of Greenville Utilities Commission
P.O. Box 7207 Greenville, NC 27835

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$ _____ agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in Winterville Township, Pitt County, North Carolina, which is particularly described as follows:

Right of Way:
Point of beginning being S 85°26'44.9" W, 40.473 feet from -L- Sta. 159+00 thence along a curve 64.357 feet and having a radius of 76627.617 feet. The chord of said curve being on a bearing of N 21°14'16.2" E, a distance of 64.357 feet thence to a point on a bearing of N 37°28'34.0" W 28.470 feet thence to a point on a bearing of S 20°31'25.7" W 64.854 feet thence to a point on a bearing of S 37°28'34.0" E 27.525 feet returning to the point and place of beginning. Having an approximate area of 1540.115 Sqr feet being 0.035 acres.



IN ADDITION, and for the aforesated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

Permanent Drainage Easement:

Point of beginning being N 53°14'58.8" W, 124.979 feet from -L- Sta. 159+00 thence to a point on a bearing of S 37°28'34.0" E 9.196 feet thence to a point on a bearing of N 22°11'2.7" E 63.727 feet thence to a point on a bearing of N 37°28'34.0" W 2.292 feet thence to a point on a bearing of S 32°17'31.5" W 37.759 feet thence to a point on a bearing of S 20°31'25.7" W 23.076 feet returning to the point and place of beginning. Having an approximate area of 404.773 Sqr feet being 0.009 acres.

Said Permanent Drainage Easement in perpetuity is for the installation and maintenance of drainage facilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The DEPARTMENT and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a drainage facility with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said drainage facility and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress.

It is understood and agreed that the DEPARTMENT shall have the right to construct and maintain the cut and/or fill slopes in the above-described Permanent Drainage Easement area(s). It is further understood and agreed that Permanent Drainage Easement shall be used by the DEPARTMENT for additional working area during the above described project.

The underlying fee owner shall have the right to continue to use the Permanent Drainage Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the DEPARTMENT, obstruct or materially impair the actual use of the easement area(s) by the DEPARTMENT, its agents, assigns, and contractors.

Drainage Utility Easement:

Point of beginning being N 54°28'58.2" W, 116.156 feet from -L- Sta. 159+00 thence to a point on a bearing of S 37°28'34.0" E 61.555 feet thence to a point on a bearing of N 20°31'25.7" E 64.854 feet thence to a point on a bearing of N 37°28'34.0" W 59.378 feet thence to a point on a bearing of S 22°11'2.7" W 63.727 feet returning to the point and place of beginning. Having an approximate area of 3325.575 Sqr feet being 0.076 acres.

Said Permanent Drainage/Utility Easement (DUE) in perpetuity is for the installation and maintenance of drainage facilities and /or utilities, and for the purposes for which the Department of Transportation is authorized by law to subject the same. The Department of Transportation and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said drainage/utility easement area(s) drainage facility(ies) and/or utility line or lines, with all necessary pipes, poles and appurtenances, together with the right at all times to enter said drainage/utility easement area(s) for the purpose of inspecting said drainage facility(ies) and/or utility line or lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility(ies) and/or utility line or lines, all trees and other obstructions inside the drainage facility(ies) and/or utility easement area(s) and to cut, fell and remove any and all trees on the premises that are or may become tall enough, in The Department of Transportation and its agents or assigns' opinion, to endanger a line or other facility within the drainage/utility easement area(s) ("Danger Trees"). The Department of Transportation and its agents or assigns shall also have the right to access the drainage/utility easement area(s) and Danger Trees at any time and from time to time by vehicles, equipment, and pedestrians, provided that such access to the drainage/utility easement area(s) and Danger Trees from outside of the drainage/utility easement area(s) shall be confined to then-existing streets, roads, and driveways to the extent they provide sufficient access. The Department of Transportation shall also have the right to construct and maintain the cut and/or fill slopes in the above-described permanent drainage/utility easement area(s), and the right to use the permanent drainage/utility easement area(s) for additional working area during the above-described project. The underlying fee owner(s) retain(s) the right to continue to use the permanent drainage/utility easement area(s) in any manner and for any purpose, including but not limited to access and parking, provided that such use does not interfere with or disturb the permanent drainage facility(ies) and/or utility easement or utility installations. The Department of Transportation's acquisition of the permanent drainage/utility easement(s), by itself, does not constitute new control of access (C/A), and the subject property shall retain existing abutter's rights (if any) and existing points of ingress and egress (if any) not affected by other takings on the subject property. Furthermore, upon completion and acceptance by the Department of Transportation of the above-described project, drainage/utilities or appurtenances within the permanent drainage/utility easement(s) shall not be added or modified to i) obstruct the subject property's access point(s), and/or ii) unreasonably interfere with the subject property's parking.

COUNTY: Pitt WBS ELEMENT: 34868.2.2 TIP/PARCEL NO.: U-2817 175

SPECIAL PROVISIONS. This deed is subject to the following provisions only:

None

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Pitt County Registry in Deed Book T50 Page 431 .

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

The Grantors acknowledge that the project plans for Project # 34868.2.2 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 34868.2.2 , Pitt County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions: **Restrictive covenants and easements of record, government regulations, and the lien of property taxes for the current year.**

COUNTY: Pitt WBS ELEMENT: 34868.2.2 TIP/PARCEL NO.: U-2817 175

IN WITNESS WHEREOF, GRANTOR, pursuant to a resolution dated _____, has caused this instrument to be signed in its corporate name by its MAYOR, its corporate seal hereto affixed, and attested by its CITY CLERK, by order of the Greenville CITY COUNCIL, for itself and for the use and benefit of Greenville Utilities Commission, this the day and year first above written

City of Greenville

(CORPORATE SEAL)

BY: _____
(P.J. Connelly), Mayor of City of Greenville

ATTEST: _____
(Valerie Shiuwegar), Clerk of the City of Greenville

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: _____

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for
	_____ County, North Carolina, certify that
	_____ personally, came before
	me this day and acknowledged that he/she is the CLERK of the CITY OF GREENVILLE, for itself and for the use and benefit of GREENVILLE UTILITIES COMMISSION and that by authority duly given the foregoing instrument was signed in its name by its MAYOR of the CITY OF Greenville, sealed with its corporate seal, and attested by _____ as its CITY CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 <u>25</u> .
	_____ Notary Public
	My commission expires:



City of Greenville, North Carolina

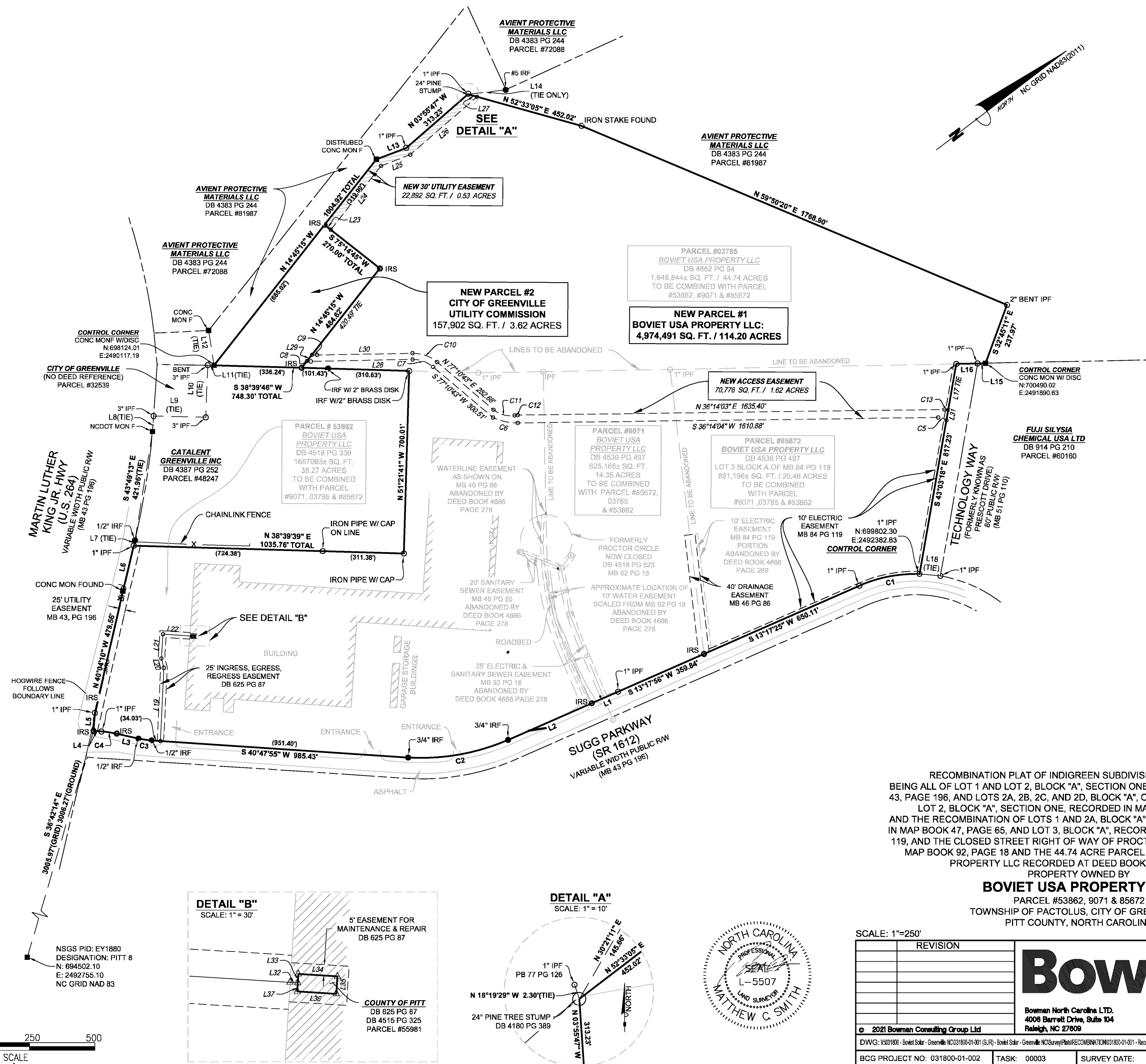
Meeting Date: 12/11/2025

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- Title of Item:** Acceptance of Real Property from Boviet USA Property LLC, located in the Indigreen Subdivision, for the Use and Benefit of Greenville Utilities Commission for an Electric Substation, a New Access Easement, and a New 30' Utility Easement
- Explanation:** Greenville Utilities Commission received a request to provide service to the Phase II expansion of Boviet Solar Technology. In exchange for the real property described below, GUC will construct a 60 megavolt amperes (MVA) substation to provide the necessary electric service.
- The real property being transferred will be used as an Electric Substation, access easement, and utility easement. The parcels currently owned by Boviet USA Property LLC and to be deeded to the City of Greenville for the use and benefit of Greenville Utilities Commission are as follows:
- New Parcel #2 containing 3.62 acres (to be used as Electric Substation), a New Access Easement containing 1.62 acres and a New 30' Utility Easement containing 0.53 acres, as shown on the Plat entitled Recombination Plat of Indgreen Subdivision, Section One being all of Lot 1, and Lot 2, Block A Section 1 recorded in Map Book 43 Page 196 and Lots 2A, 2B, 2C, and 2D, Block "A" of map titled "Division of Lot 2, Block "A" section One recorded in Map Book 46 Page 86 and the recombination of Lots 1 and 2A, Block "A" section one recorded in Map Book 47 Page 65 and Lot 3 Block "A" recorded in Map Book 84 Page 119 and the closed Street right of way of Proctor Circle recorded in Map Book 92 Page 18 and the 44.74 acre parcel owned by Boviet USA Property LLC recorded at the Deed Book 4662 Page 94 property owned by Boviet USA Property LLC Parcel # 53862, Parcel #9071, and Parcel # 85672, Township of Pactolus, City of Greenville, Pitt County, North Carolina" dated February 10, 2025.
- At its November 20, 2025, regular meeting, the GUC Board of Commissioners accepted the real property from Boviet USA Property LLC to be used for the Electric Substation, Access Easement, and 30' Utility Easement, authorized the General Manager/CEO to execute the related closing documentation, and recommends similar action by City Council.
- Fiscal Note:** No cost to the City.
- Recommendation:** Authorize the acceptance of real property from Boviet USA Property LLC as

described above for the use and benefit of Greenville Utilities Commission to be used for the Electric Substation, Access Easement, and 30' Utility Easement and authorize the execution of the offer to purchase and any other closing documentation necessary to consummate the transaction.

ATTACHMENTS

- ☐ **Boviet Solar Recombination Plat.pdf**
- ☐ **General Warranty Deed - Boviet USA Property LLC to GUC.pdf**



Prepared by & File: Phillip R. Dixon
GREENVILLE UTILITIES COMMISSION

Revenue Stamps: \$
Parcel No. 03785

The property herein does not include the primary residence for the grantor.

NORTH CAROLINA

GENERAL WARRANTY DEED

PITT COUNTY

This DEED, made and entered into this the ____ day of _____, 20____, by and between BOVIET USA PROPERTY LLC, a North Carolina Limited Liability Company, with a mailing address of 1125 Sugg Parkway, Greenville, North Carolina 27834, hereinafter referred to as GRANTOR, and CITY OF GREENVILLE, NORTH CAROLINA for the Use and Benefit of Greenville Utilities Commission, with a mailing address of P.O. Box 1847, Greenville, NC 27835-1847, hereinafter referred to as GRANTEE;

WITNESSETH:

That GRANTOR, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by GRANTEE, the receipt of which is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell and convey unto the said GRANTEE, its successors and assigns, in fee simple the following described property, to-wit:

New Electric Substation. A new parcel #2 for an electric substation owned by the City of Greenville for the use and benefit of Greenville Utilities Commission, two hundred seventy feet (270') in length, more or less, and six hundred eighty five feet (685') in width, more or less (Dimensions are not an absolute measurement and may vary in length), across a portion of former Tax Parcel No. 03785 (according to the records in the Office of the Tax Administration of Pitt County, NC), said property described in Deed Book 4662 at Page 94, Pitt County Public Registry, beginning at a Control Corner Concrete Monument Found with Disc set at NC GROUND COORDINATES NAD 83/2011 (GRID COORD) N: 698,124.01 US. FT. E: 2,490,117.19 US. FT., the Point of Beginning; thence N 14°45'15" W a distance of 685.02 feet, more or less, to a point; cornering, thence S 75°14'45" W 30.00 feet, more or less, to a point (L32); thence S 75°14'45" W 270.00 feet, more or less, to a point; cornering, thence S 14°45'15" E 484.62 feet, more or less, to a point; cornering, thence S 38°39'46" W 336.34 feet, more or less, to a point, the Point of Beginning, containing 157,902 square feet, /3.62 acres, more or less.

Including a New 30' Utility Easement described as follows:

Traveling from a Control Corner Concrete Monument Found with Disc set at NC GROUND COORDINATES NAD 83/2011 (GRID COORD) N: 698,124.01 US. FT. E: 2,490,117.19 US. FT. N 14°45'15" W a distance of 685.02 feet, more or less, to a point, the Point of Beginning; thence N 14°45'15" W a distance of 319.90 feet, more or less, to a point; cornering, thence N 15°50'09" E 122.99 feet, more or less, to a point (L27); cornering, N 03°55'47" W a distance of 313.23 feet, more or less, to a point; cornering, thence N 52°33'05" E 35.98 feet, more or less, to a point (L28); cornering, thence S 3°55'47" E 338.36 feet, more or less, to a point (L29); cornering, thence S 15°47'09" W 120.01 feet, more or less, to a point (L30); cornering, thence S 14°45'15" E 311.66 feet, more or less, to a point (L31); cornering, thence S 75°14'45" W 30.00 feet, more or less, to a point (L32), the Point of Beginning, containing 22,892 square feet, /0.53 acres, more or less.

Also including is a New Access Easement described as follows:

Traveling from a Control Corner 1 " IP Found set at NC GROUND COORDINATES NAD 83/2011 (GRID COORD) N: 699,802.30 US. FT. E: 2,492,382.83 US. FT. S 43°03'18" E a distance of 817.23 feet, more or less, to a point, the Point of Beginning; cornering, thence along a curve having an Arc Length (L) of 34.39', a Radius (R) of 50.00', a Chord Distance of 33.72', S 55°56'24" W, and a Delta of 39°24'42", more or less, to a point (C5); cornering, thence S 36°14'04" W, a distance of 1,610.88 feet, more or less, to a point; thence along a curve having an Arc Length (L) of 70.14', a Radius (R) of 95.66', a Chord Distance of 68.58', S 57°14'20" W, and a Delta of 42°00'34", more or less, to a point (C6); thence along a curve having an Arc Length (L) of 23.86', a Radius (R) of 61.93', a Chord Distance of 23.71', S 89°16'49" W, and a Delta of 22°02'23", more or less, to a point (C7); thence along a curve having an Arc Length (L) of 27.29', a Radius (R) of 50.00', a Chord Distance of 26.96', S 84°40'43" W, and a Delta of 31°16'36", more or less, to a point (C8); cornering, thence S 69°02'25" W 300.96 feet, more or less, to a point (L35); thence along a curve having an Arc Length (L) of 23.86', a Radius (R) of 120.00', a Chord Distance of 67.52', S 52°42'05" W, and a Delta of 32°40'39", more or less, to a point (C9); thence, S 36°21'46" W, a distance of 376.02 feet, more or less, to a point; thence, along a curve having an Arc Length (L) of 14.87', a Radius (R) of 75.00', a Chord Distance of 14.85', S 42°02'40" W, and a Delta of 11°21'48", more or less, to a point (C10); cornering, thence N 14°45'15" W 31.02 feet, more or less, to a point (L37); cornering, thence along a curve having an Arc Length (L) of 19.75', a Radius (R) of 120.00', a Chord Distance of 19.72', N 41°04'36" E, and a Delta of 9°25'40", more or less, to a point (C11); thence N 36°21'46" E 371.89 feet, more or less, to a point (L38), thence along a curve having an Arc Length (L) of 42.77', a Radius (R) of 75.00', a Chord Distance of 42.20', N 52°42'05" E, and a Delta of 32°40'39", more or less, to a point (C12); cornering, thence N 69°02'25" E 384.81 feet, more or less, to a point (L39); thence along a curve having an Arc Length (L) of 68.69', a Radius (R) of 120.00', a Chord Distance of 14.81', N 52°38'31" E, and a Delta of 32°47'47", more or less, to a point (C13); cornering, thence N 36°14'38" E 1,600.09 feet, more or less, to a point; thence along a curve having an Arc Length (L) of 14.85', a Radius (R) of 58.00', a Chord Distance of 14.81', N 43°34'46" E, and a Delta of 14°40'17", more or less, to a point (C14); cornering, thence S 43°03'18" E 40.18 feet, more or less, to a point (L34), the Point of Beginning; containing 71,965 square feet, /1.65 acres, more or less.

All as is shown on that certain plat entitled "Recombination Plat of Indigreen Subdivision, Section One Being all of Lot 1 and Lot 2, Block "A", Section One, Recorded in Map Book 43, Page 196, and Lots 2A, 2B, 2C, and 2D, Block "A", of Map Titled "Division of Lot 2, Block "A", Section One, Recorded in Map Book 46, Page 86, and the Recombination of Lots 1 and 2A, Block "A", Section One, Recorded in Map Book 47, Page 65, and Lot 3, Block "A", Recorded in Map Book 84, Page 119, and the Closed Street Right of Way of Proctor Circle, Recorded in Map Book 92, Page 18 and the 44.74 Acre Parcel owned by Boviet USA Property LLC Recorded at Deed Book 4662 Page 94 Property Owned by Boviet USA Property LLC Parcel #53862, 9071 & 85672 Township of Pactolus, City of Greenville, Pitt County, North Carolina" dated February 10, 2025, prepared by Matthew C. Smith, North Carolina Professional Land Surveyor, License No. L-5507, BOWMAN North Carolina, LTD NC License: F-1445, 4006 Barrett Drive, Suite 104, Raleigh, NC 27609, Phone (919) 553-6570, denominated DWG PROJECT NO. 031800-01-001 TASK: RECOMB, which is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the subject easement.

TO HAVE AND TO HOLD the above-described real property with all the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining unto the said GRANTEE, its successors and assigns, in fee simple forever.

And the GRANTOR, for itself and its successors and assigns, covenants with GRANTEE, its successors and assigns, that the GRANTOR is seized of the interest indicated in said premises in fee and has the right to convey the same in fee simple; that the same is free and clear from all encumbrances, except easements and restrictions of record, and 2025 ad valorem taxes, which are to be prorated between GRANTOR and GRANTEE at the time of closing, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, occupancy, use, construction or

the development of the subject property, if any, and that it will warrant and defend the title to the same against the lawful claims of all persons whomsoever.

The designation GRANTOR and GRANTEE as used herein shall include said parties, their successors and assigns, and shall include singular, plural, masculine, feminine and neuter as required by context.

IN WITNESS WHEREOF, the Managers of GRANTOR, BOVIET USA PROPERTY LLC, has executed the foregoing document on behalf of BOVIET USA PROPERTY LLC, pursuant to authority duly given for the purposes herein expressed.

BOVIET USA PROPERTY LLC

By: _____ (SEAL)
Cen Na, Manager

By: _____ (SEAL)
Xie Shicai, Manager

By: _____ (SEAL)
Xie Zhaochun, Manager

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Cen Na, Manager of Boviet USA Property LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

WITNESS my hand and seal, this the _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Xie Shicai, Manager of Boviet USA Property LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

WITNESS my hand and seal, this the _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Xie Zhaochun, Manager of Boviet USA Property LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

WITNESS my hand and seal, this the _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____



City of Greenville, North Carolina

Meeting Date: 12/11/2025

Title of Item: Contract Award for 2025-2026 Stormwater Pipelining On-Call Project for the Public Works Department

Explanation: The Public Works Department solicited bids in October 2025 from qualified contractors interested in providing professional services for the lining of existing stormwater pipe that is failing and in need of repairs. Three (3) bids were received. Nu-Pipe LLC was the lowest responsible, responsive bidder in the amount of \$256,842.00. The low bid received was based on typical pipe sizes and quantities. Contract work will be assigned as work is identified and as funds allow.

The contract provides for cast-in-place lining and maintenance of existing underground pipe systems in Greenville. A bid summary is attached. (Attachment#1).

Fiscal Note: The project will fund stormwater pipelining of facilities that are more advantageous to reline instead of replace. Public Works maintains over 200 miles of stormwater piping. Due to depth and/or location as well as interference with existing utilities, pipelining can be the preferred alternative for stormwater pipe repairs. The contract for this project will be used on an as-needed basis as the need is identified. Public Works is requesting that the City Council approve and award a contract to Nu-Pipe, LLC for \$256,842.00 for the 2025-2026 Stormwater Pipelining On-Call Project. This contract will be funded by the Stormwater On-Call services through the Street Division budget.

Recommendation: City Council award the contract for the 2025-2026 Stormwater Pipelining On-Call Project to Nu-Pipe, LLC of St. Petersburg, Florida, for the base bid amount of \$256,842.00.

ATTACHMENTS

☐ [DOC112025-11202025113233.pdf](#)

2025-2026 Stormwater Pipelining On-Call Project

BID SUMMARY SHEET

City of Greenville, North Carolina

Public Works Division

Bid Opening: November 3rd, 2025 @ 2:00 p.m.

Contractor	Rec'd Addendum(s) Number of Addendum(1)	5% Bid Bond		M/WBE Submitted		NCA Form Submitted		Total Base Bid
		Yes	No	Yes	No	Yes	No	
Nu-Pipe, LLC	X			X		X		\$256,842.00
US INFRA REHAB SERVICES	X			X		X		\$286,458.37
Vortex Services, LLC			X	X		X		Non-Responsive. Did not acknowledge Addendum #1 and did not use revised bid sheet.



City of Greenville, North Carolina

Meeting Date: 12/11/2025

Title of Item: Contract Award for Professional Services for Design, Property Acquisition, and Construction Engineering and Inspection (CEI) for the Trafalgar Drive Stormwater Improvement Project

Explanation: The Trafalgar Drive Stormwater Improvement Project was identified in the 2016 Fork Swamp Watershed Master Plan and is intended to reduce flooding in the Trafalgar neighborhood. This will be accomplished by improving drainage, floodplain benching, and reducing tailwater at two road crossings. The previously approved Corey Road Regional Detention and Stream Restoration Project is Phase I of these improvements.

This project was selected to receive funding from the North Carolina Department of Public Safety, Division of Emergency Management through the Advance Assistance - Hazard Mitigation Grant Program, which includes federal funds from the Federal Emergency Management Agency. This grant agreement was executed by the City on July 31, 2025.

The City advertised a Request for Qualifications (RFQ) for design and engineering services for the Trafalgar Stormwater Improvement Project on August 25, 2025. On September 12, 2025, staff received three (3) proposals in response to the RFQ. A selection committee consisting of four (4) Engineering Department staff reviewed and rated each proposal independently according to the criteria included in the RFQ. After independent review, the committee met together to discuss ratings and unanimously selected the team led by Kimley-Horn of Raleigh, NC.

The scope of professional services for the project includes, but is not limited to, planning, environmental assessments, permitting, public involvement, surveying, development of construction documents, maintaining compliance with Hazard Mitigation Grant Program requirements, right-of-way and easement valuation and acquisition, construction engineering and inspection, and materials testing. These services will be provided in three task orders:

- Task Order #1 – Design, Permitting, and Grant Services
- Task Order #2 – Easement Acquisition Services
- Task Order #3 – Construction Phase Services

Each task order will be negotiated at appropriate times during the life of the project as design progresses, thus allowing scopes and fees of those task orders

to be developed based upon more detailed information. The lump-sum fee proposal and the recommended scope of service for Task Order #1 are included as Attachment 1.

Fiscal Note:

The fee for Task Order #1 is \$519,890.00 and will be funded by an Advance Assistance Grant through the Hazard Mitigation Grant Program from the North Carolina Department of Public Safety, Division of Emergency Management and the Federal Emergency Management Agency (FEMA). There is no local match required.

Recommendation:

City Council approve the fee for Task Order #1 and award a professional services contract to Kimley-Horn in the amount of \$519,890.00 for the design of the Trafalgar Drive Stormwater Improvement Project.

ATTACHMENTS

☐ [Attachment 1 - Trafalgar Drive Contract Proposal.pdf](#)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

and

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A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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TABLE OF CONTENTS

Page

ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	1
2.01 General	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS	2
4.01 Invoices	2
4.02 Payments	2
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Designing to Construction Cost Limit	3
5.03 Opinions of Total Project Costs	3
ARTICLE 6 – GENERAL CONSIDERATIONS	3
6.01 Standards of Performance	3
6.02 Design Without Construction Phase Services	5
6.03 Use of Documents	5
6.04 Insurance	6
6.05 Suspension and Termination	7
6.06 Controlling Law	8
6.07 Successors, Assigns, and Beneficiaries.....	9
6.08 Dispute Resolution	9
6.09 Environmental Condition of Site	9
6.10 Indemnification and Mutual Waiver	10
6.11 Miscellaneous Provisions	11
ARTICLE 7 – DEFINITIONS.....	11
7.01 Defined Terms	11
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS	15
8.01 Exhibits Included	15
8.02 Total Agreement	15
8.03 Designated Representatives.....	15
8.04 Engineer's Certifications.....	15



AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____, _____ (“Effective Date”) between

City of Greenville, NC (“Owner”) and

Kimley-Horn and Associates, Inc (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Trafalgar Drive Stormwater Improvement Project ("Project").

Engineer's services under this Agreement are generally identified as follows:

Provides Design Services for the Project

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to

Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* ~~If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. ~~If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.~~

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same

time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any

failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between

the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.

- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in

the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

- D. ~~Owner and~~ Engineer shall ~~each deliver to the other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall ~~contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.~~
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension:*

- 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience,
- a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to ~~invoking the procedures of Exhibit H or other provisions of this Agreement, or~~ exercising their rights under law.
- B. ~~If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.~~

6.09 *Environmental Condition of Site*

- A. ~~Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.~~
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~**
- B. ~~*Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. ~~*Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of

Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. (Not included)
- E. Exhibit E, Notice of Acceptability of Work. (Not included)
- F. Exhibit F, Construction Cost Limit. (Not included)
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. (Not Included)
- I. Exhibit I, Limitations of Liability. (Not Included)
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not included, indicate "not included" after the listed exhibit item]

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
City of Greenville

By: P. J. Connelly

Title: Mayor

Date

Signed:

Engineer:
Kimley-Horn and Associates, Inc

By: Chad Beck, PE

Title: Vice President

Date

Signed:

Engineer License or Firm's Certificate No. F - 0102
State of: North Carolina

Address for giving notices:

1500 Beatty Street

Greenville, NC

27834

Address for giving notices:

Kimley-Horn and Associates, Inc.

421 Fayetteville Street, Suite 600

Raleigh, NC 27601

Designated Representative (Paragraph 8.03.A):

Mr. Chris Moore

Title: Construction Project Manager

Phone Number: 252-329-4886

Facsimile Number: 252-329-4535

E-Mail Address: jcmoore@greenvillenc.gov

Designated Representative (Paragraph 8.03.A):

Dan Robinson, PE

Title: Principal

Phone Number: 919-677-2178

Facsimile Number: 919-677-2050

E-Mail Address: Dan.robinson@kimley-horn.com

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

DATE: _____

PRE-AUDIT CERTIFICATION:

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

Jacob Joyner, Director of Financial Services

DATE: _____

Account Number(s): _____

Project Code (if applicable): _____

This is **EXHIBIT A**, consisting of 31 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

Project Understanding

In 2016, the City of Greenville completed a citywide Watershed Master Planning which included an inventory of the City's existing drainage infrastructure and a prioritized list of potential capital improvement projects. The Trafalgar Drive Stormwater Improvement Project (Project) was identified as a priority project in the Fork Swamp Watershed Master Plan and includes the following proposed improvements:

- Implementation of floodplain benching along Fork Swamp Tributary 1 upstream of Corey Road
- Upsize both the Trafalgar Drive North and South culverts where the roadway crosses an unnamed tributary to Fork Swamp Tributary 1.

The Project is located immediately upstream of the Corey Road Regional Detention and Stream Restoration Project (Corey Road Project), which includes the following improvements and is currently being implemented by the City:

- Add a third culvert under Corey Road to supplement the existing dual CMP arches
- Install a regional detention pond on the property immediately downstream of Corey Road.
- Implement floodplain benching and stream stabilization along ~2,300 linear feet of Fork Swamp Tributary 1 immediately downstream of Corey Road.

Figure 1 below shows the location of the approximate Project Area for the work described herein.



The primary goal of the Project, when combined with the downstream Corey Road Project, is to provide a 25-year level of service for both the Trafalgar Drive and Corey Road crossings and to mitigate residential and roadway

flooding within the Farrington neighborhood. The Project has been selected to receive funding from the Federal Emergency Management Agency (FEMA) through the Hazard Mitigation Grant Program (HMGP) administered by the North Carolina Department of Public Safety (NCDPS) Division of Emergency Management. Funding is slated for engineering design, permitting, and property acquisition for the purpose of developing a “shovel ready” project. The intent is to seek additional grant funding for construction and construction phase services which will be applied for in Spring/Summer of 2026.

Project Assumptions

Kimley-Horn’s scope and fee are based on the following assumptions:

- The Project will be authorized by a Nationwide Permit or General Permit, NOT an Individual Permit.
- NCDWR will require a permit application fee for the Section 401 Permit dependent on the level of impacts. The fee will be either \$341.00 for a minor action or \$810 for a major action. This fee will be paid by Three Oaks and invoiced as a reimbursable item in addition to their Lump Sum tasks.
- There will be no requirement for a standalone NEPA/SEPA document.
- There will be no requirement for the preparation of a NEPA Categorical Exclusion, State Historic Preservation Office (SHPO) review, or voluntary State Clearinghouse review.
- No historic architecture or archaeological surveys will be required.
- There will be no investigation into hazardous materials, waste or contamination.
- Easement acquisition for the four (4) properties north of Fork Swamp Tributary 1 and east of Corey Road will be obtained as part of the Corey Road Project. This easement will provide space for the floodplain benching planned for the Trafalgar Road project and the new culvert installation under Corey Road.
- Easement acquisition services for additional identified easements within Project Area will be completed under a future Task Order and is not included in this scope of work. Easements associated with the HMGP funding are voluntary.
- The City will provide Kimley-Horn with hydrologic and hydraulic models associated with both the Fork Swamp Watershed Master Plan and Corey Road Project.
- The City will provide Kimley-Horn with Final Construction Drawings (.pdf and .dwg format) of the Corey Road Project.
- NCDOT will not be involved in review of Trafalgar Road Culvert replacements and floodplain benching since this work is not on NCDOT facility or within NCDOT ROW.
- It is assumed that construction access from Corey Road (NCDOT facility) will be required. An encroachment agreement for access will be necessary and is included in this scope of services.
- The City will notify property owners within the Project Area ahead of Data Collection Phase field activities and coordinate access to properties as necessary to complete scope of work.
- Replacement culverts will consist of prefabricated pre-cast concrete or aluminum structural plate materials and thus structural engineering will only be required for culvert end-treatments (ie. headwalls and foundations).
- Only Primary Improvements will be incorporated into the Construction Drawings and permit applications. See **Section 3.3 – Improvement Options Analysis** for a discussion of Primary and Secondary Improvements

If any of these assumptions are not correct, then the scope and fee will change.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1. Project Management

The project management and administration efforts will consist of the following items:

- Oversee the Consultant project team to manage budget, schedule, and conformance to the project scope on a day-to-day basis
- Provide a minimum of two contacts for the City:
 - Dan Robinson - Project Manager dan.robinson@kimley-horn.com/ 919-677-2178
 - Ross Perry – TO #1 Manager ross.perry@kimley-horn.com/ 919-740-0837
- Develop and implement internal project work plan. This will not be a formal submittal to Client but can be provided upon request.
- Inform the City of schedule updates via the monthly project reporting
- Meet with the City's Project Team in person or via conference call as included in this Scope of Services, and be available to answer project related questions via phone and email
- Manage Consultant's subconsultants in execution of Project Scope
- Prepare and submit monthly progress report to the City to update the project schedule, list milestones achieved, provide status of each major task, support and document schedule changes, and justify proposed changes to the schedule or budgets
- Maintain a project cost accounting system
- Maintain a project filing system for storage and retrieval of project documents.
- Coordinate submittal of plan documents via OpCenter for review, commenting, and approval.

Project final deliverables shall be certified (signed, sealed, and dated) by a professional engineer and/or surveyor registered in the state of North Carolina, where applicable.

Project management is anticipated to occur on an ongoing basis throughout the entire 13-month design schedule. For purposes of a budget, Consultant assumes 184 hours of effort on this task

Task 2. Field Data Collection

2.1. Environmental Delineations

This task includes natural resources field work, agency verification, and protected species habitat assessment to be performed by Kimley-Horn subconsultant Three Oaks Engineering, Inc. (Three Oaks) in support of the development of an alternatives analysis (see Task 3), Construction Drawings (see Task 4), and permitting (see Task 6). Three Oaks will begin by reviewing and gathering relevant existing imagery and GIS data for the site, develop field mapping, and set up equipment for field evaluations to support the following:

Limited Natural Resources Field Work

In support of an alternatives analysis that evaluates the feasibility of bypassing flows around the Farrington neighborhood, Three Oaks will conduct a wetland, stream, and riparian buffer assessment within the area identified for limited survey effort (see **Figure 2** below). The evaluation will consist of cursory field reconnaissance to identify potential aquatic resources and habitat for protected species. If potential aquatic resources are present, these will be approximated on mapping. No flags will be hung, nor GPS points denoting potential resource boundaries taken.

Identified streams will also be cross-referenced with existing NRCS Soil Survey mapping and USGS topographic maps to determine which potential streams are subject to statewide riparian buffer rules.

Preliminary mapping depicting potential aquatic resources and streams subject to riparian buffer rules will be delivered as part of this task. Travel to complete the field work is included in this task.

Detailed Natural Resources Field Work

Three Oaks will conduct a wetland, stream, and riparian buffer assessment within the area identified as detailed survey extents in **Figure 2** below. The evaluation will utilize wetland identification methodology developed by the U.S. Army Corps of Engineers (USACE) and stream identification methodology developed by the N.C. Division of Water Resources (NCDWR). If potential jurisdictional features are present, their boundaries will be identified and flagged in the field and GPS points will be collected using Trimble units capable of sub-meter accuracy. Note: These points will not be survey-grade. If required, survey of these points will be the responsibility of a professional surveyor and NOT the responsibility of Three Oaks. Wetland boundary points will be flagged using some variation of pink or pink and black flagging. Stream points will be flagged with blue flagging. These GPS points will be incorporated into both GIS shapefiles and a CAD file. Feature boundaries and channels will be developed.

Stream delineation data will also be cross-referenced with existing NRCS Soil Survey mapping and USGS topographic maps to determine which potential streams are subject to statewide riparian buffer rules.

GIS shapefiles, a CAD file, and preliminary mapping depicting potential jurisdictional resources and streams subject to riparian buffer rules will be delivered as part of this task. Travel to complete the fieldwork is included in this task.

Protected Species Habitat Assessment

The United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) screening tool, checked October 31, 2025, lists the following protected species, which may be affected by this project:

- Tricolored bat (*Perimyotis subflavus*) (Proposed Endangered)
- American alligator (*Alligator mississippiensis*) (Threatened [Similarity of Appearance])
- Neuse River waterdog (*Necturus lewisi*) (Threatened)
- Monarch butterfly (*Danaus plexippus*) (Proposed Threatened)

Bald Eagle:

An assessment of potential bald eagle impacts (Bald and Golden Eagle Protection Act) will also be included for this project. Travel to complete all protected species field work is included in this task.

Bat Structure Survey Field Work:

This task includes bat structure surveys and habitat assessment within the Detailed Effort area. The culverts proposed for improvement will be surveyed for bat evidence prior to construction. The results of the survey will be included in our protected species evaluations for the permitting effort. Acoustic and mist-netting surveys, ID via guano, and emergence counts are not included in this scope.

Aquatic Species Habitat Assessment:

Three Oaks will conduct habitat assessments for the Neuse River waterdog within both the Detailed Effort and Limited Effort areas. The habitat evaluations and surveys will be conducted using a two-person survey team and will begin at a point approximately 400 meters downstream of the respective instream impact areas and extend 100 meters upstream, which is the standard distance considered sufficient by the regulatory agencies in North Carolina for linear project crossings. If suitable habitat is present, surveys will be conducted. If suitable habitat is not present, surveys will not be conducted, and an explanation of why suitable habitat is not present will be provided. Conditions of the channels (riparian corridor, bank stability, obvious sources of degradation, etc.) that may affect potential aquatic species habitat further downstream will be assessed.

Neuse River Waterdog Surveys:

Neuse River Waterdog sampling methods were developed by Three Oaks in conjunction with the USFWS and

NCWRC. Methods were designed to replicate winter trapping efforts conducted as part of the species status assessment and can be useful to establish presence/absence.

For linear stream impact locations, the protocol involves setting ten baited traps overnight for four consecutive days (40 trap nights) in a stream segment that extends 400 meters downstream to 100 meters upstream of each impact area. The most downstream (Corey Road) crossing may provide potentially suitable habitat, and as such, trapping methods are proposed to provide survey data with the standard methodology.

The Neuse River Waterdog is more active when water temperatures are low, an adaptation that may help them avoid fish predation, thus, trapping is generally conducted late October through March, as dictated by water temperatures (32-55°F; 0-13°C). Trapping during this time of year also reduces the potential for unintended mortality (by drowning) of bycatch of small turtles and other reptiles, as they are generally not active during the winter months. Trap sites are selected based on habitat conditions and accessibility. Undercut banks, with some accumulation of leaf pack, as well as back eddy areas within runs are the primary microhabitats selected; however, all of the microhabitats (pool, riffle, run, etc.) occurring at a site are sampled with at least one trap. Traps are baited with a combination of chicken livers and other attractant baits and allowed to soak overnight. Traps are checked daily, all faunal species found within the traps are recorded, and the traps are rebaited. If the NRWD is found during the survey efforts, the location will be recorded using GPS and each individual will be returned to the habitat where it was found. The client, USFWS, and NCWRC will be contacted immediately of the findings, as required by collection permit.

Creation of Aquatic Resource CAD Files

Three Oaks will develop and submit an initial CAD file (Bentley or Autodesk) of delineated aquatic resources prior to USACE verification. If a USACE site visit is conducted to review the aquatic resources and any changes are made during the site visit, Three Oaks will revise the CAD file to reflect the changes.

Preliminary Jurisdictional Determination Package (PJD)

Three Oaks will submit a PJD package to the USACE of aquatic resources delineated within the Detailed Effort area. The package will also be sent to the NCDWR as part of a Stream Origin / Buffer Determination Request. The PJD package will include:

- A cover letter
- A USACE Preliminary ORM Data Entry Fields for New Actions form
- A USACE Jurisdictional Determination Request form
- A USACE Appendix 2 – Preliminary Jurisdictional Determination (PJD) form
- A USACE Waters Upload Microsoft Excel file
- An Agent Authorization Form (to allow Three Oaks to submit on the Client's behalf)
- USACE Wetland and Upland data forms for all wetlands
- NCDWR Stream Identification forms for all streams
- NC Stream Assessment Method (NCSAM) forms for any intermittent or low-quality perennial streams potentially impacted by the project
- NC Wetland Assessment Method (NCWAM) forms for all wetlands
- Detailed mapping of the project, including a vicinity map, project study area map on USGS topographic imagery, water resources map on aerial imagery, water resources map on LiDAR with topographic contours, and a NRCS soil survey map.

Three Oaks will request and coordinate a field verification site visit with regulatory agency officials (USACE and NCDWR). Travel for this visit and agency coordination will be included in this task. Any changes to water resources requested by the agencies will be made and sent back to the agencies as either a revision to the PJD or other agency-requested format for approval and issuance of official determinations. Once approved, these changes will also be reflected in the project's mapping, GIS shapefiles, and CAD files. QA/QC will be completed by internal reviewers before submittal.

2.2. Field Survey

Field design survey data will be collected by Kimley-Horn subconsultant Stewart Engineering, Inc. (Stewart) in support of the development of both an alternatives analysis and Construction Drawings (see Task 3 and 4).

Limited Survey for Alternatives Analysis

In support of an alternatives analysis that investigates the feasibility of bypassing flows around the Farrington neighborhood, Stewart will collect limited survey information for two potential tie-in points to downstream drainage conveyances outside of the Project Area. The limited survey will consist of one 7-point cross section (ground, top, toe, CL, toe, top, ground) at each of the areas indicated on Figure 2.

The survey will utilize the survey control previously established on the Corey Road project and is anticipated to have the following parameters:

- Horizontal control will be based on NC State Grid NAD'83 (2011);
- Vertical control will be based on NAVD'88;
- Completed survey will be delivered as an AutoCAD file, PNEZD point text file, and as a signed & certified digital copy (PDF format)

Detailed Design Survey

Stewart will conduct a survey of topography and infrastructure within the established Detailed Survey Extents (approximately 12.5 acres), as illustrated in **Figure 2** below. The Stewart survey team will work with their subsurface utility engineering (SUE) staff and Kimley-Horn staff to locate utilities and environmental features within the project area. City staff will be responsible for obtaining permission from property owners for work conducted outside of the right-of-way and notifying property owners of scheduled field work at least 48 hours prior to conducting the field work. Stewart shall notify the City at least 2 weeks in advance of conducting field work outside of public right-of-ways (ROWS) to allow time for property owner notification.

Stewart will perform an existing conditions survey to include existing improvements and surface features including buildings, parking areas, sidewalks, concrete pads, curb/gutter, paving, pavement markings in parking lots and streets, driveways, street signage, walls, fences, ditches and visible improvements within the project area. Exterior of buildings within the project area will be dimensioned. Edges of wooded areas will be field located. Stewart will field locate all trees in open areas with a diameter-at-breast height (DBH) of 8-inches and greater. Individual trees within wooded areas will not be field located.

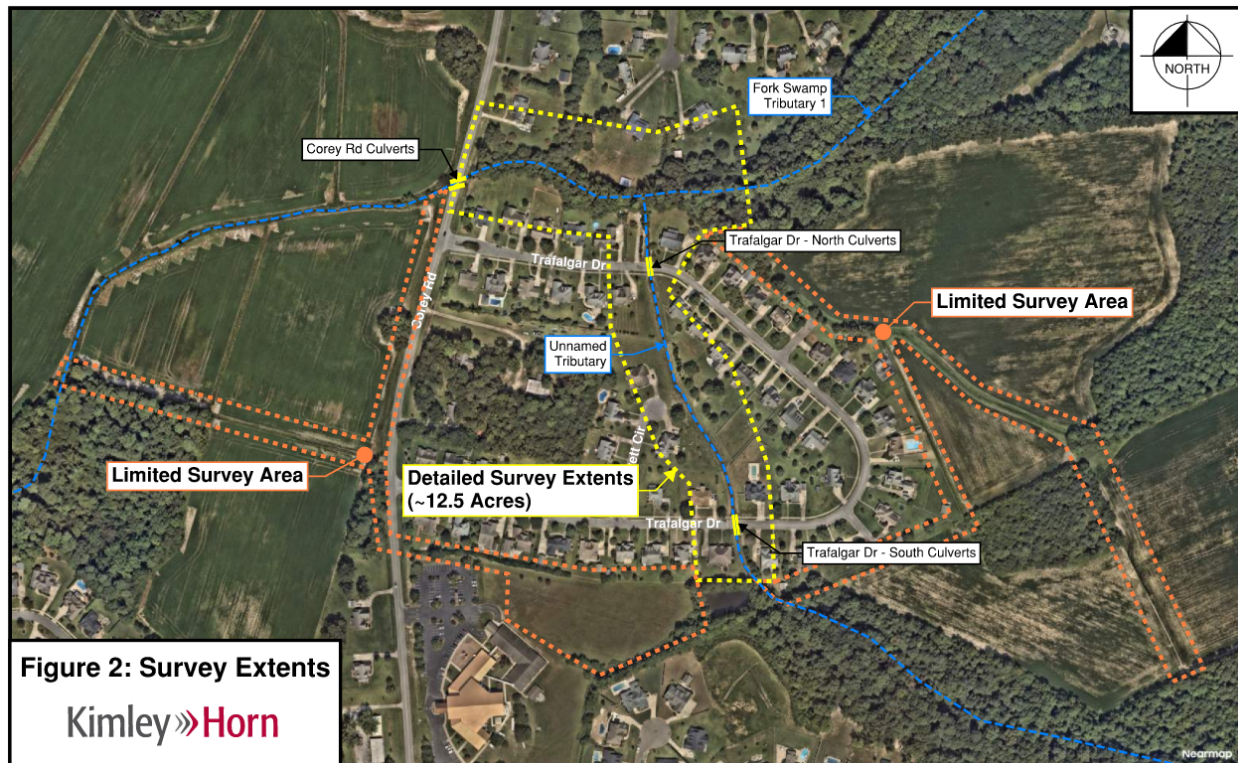
Stewart will locate any wetland flags in place prior to mobilization.

Visible above ground evidence of utilities to include power poles, fire hydrants, traffic control, valves, etc. will be located by the survey. Corresponding top, bottom and invert elevations of storm and sanitary structures that are accessible and without the need for confined space entry will also be recorded. Pipe sizes entering and exiting these structures will also be noted where accurately attainable. Storm drainage and sanitary systems will be traced and located to one structure beyond the survey limits of the project.

A topographic survey of the area will be performed within the survey area. Elevations will be shown to the nearest 0.1' on lawn or "soft" areas while on paved or "hard" surfaces elevations will be shown to the nearest 0.01'. Contours will be created at a one-foot interval. Building finish floor elevations will be obtained at accessible building entrances within the survey area limits.

The intent of this task is for both the limited and detailed design surveys to be completed at the same time. This Scope of Services excludes design level survey of the potential bypass route alternatives. Should Alternatives Analysis indicate that a bypass alternative (Secondary Improvements noted in Task 3) is feasible from both a design and grant funding approach, design level survey of the necessary areas can be completed as an Additional Service once requested in writing by the City.

Figure 2 below shows the approximate location of the Limited Survey areas as well as the approximate extents of the Detailed Design Survey extents:



Final Deliverables for this subtask will include a drawing depicting the findings of all phases of the survey described above. This drawing will be provided in hardcopy and in AutoCAD 2020 Civil 3D. Drawing layering system will be provided based upon a system established by the National CAD Standards (NCS). This description and drawing mentioned above will be signed and sealed by a Professional Land Surveyor licensed to practice in the State of North Carolina.

2.3. Subsurface Utility Engineering (SUE)

Subsurface utility engineering will be performed by Kimley-Horn subconsultant Stewart. Stewart shall obtain permits and shall provide signage and safety measures for SUE work within the right-of-way. Unless specifically stated otherwise, Stewart shall adhere to the ASCE Standard Guidelines for the collection and depiction of Existing Subsurface Utility Data (ASCE 38-22). As part of the SUE effort, the following scope of services will be performed to support the identification and mapping of existing underground utilities within the project area.

Level B SUE

In order to locate non-gravity utilities in the project area, Stewart will perform a Subsurface Utility Engineering (SUE) investigation to include Quality Level B (utility designation) services. Radio-frequency electromagnetic technology will be used to designate the approximate horizontal location of underground utility lines within the project area. These locations will be painted, field sketched and surveyed. All work will be performed in close coordination with utility owners, and available utility maps from these owners will be used for this project if available. Although SUE methods provide a high level of assurance for the location of subsurface utilities, the possibility exists that not all features can be identified. Therefore, due caution should be used when performing

subsurface excavations where potential conflicts exist, and Stewart will not be liable for any damages that may occur.

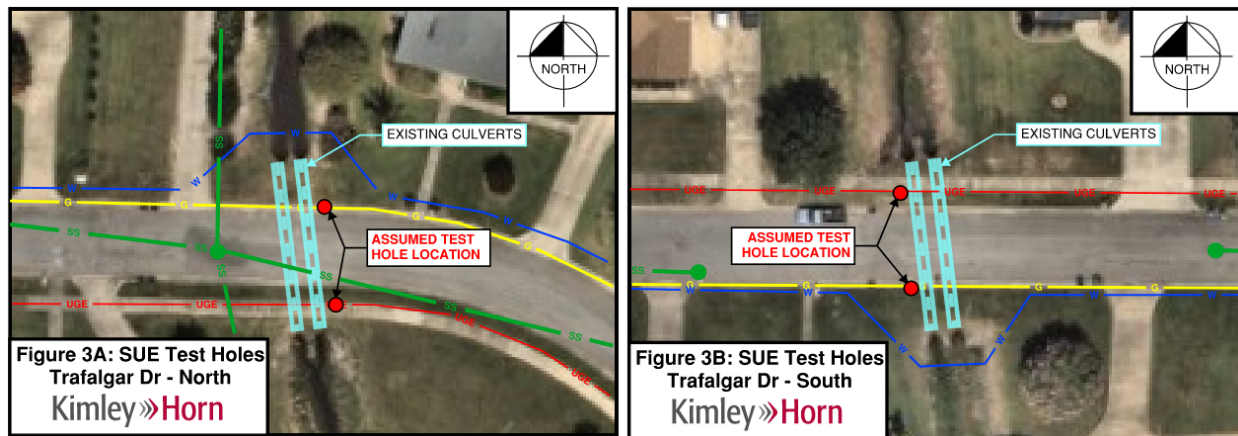
Level A SUE

Stewart will perform subsurface utility vacuum excavation services (Quality Level A) at four (4) locations determined by the Client. Tasks to be completed under this item include the following:

- Provide all equipment, personnel and supplies necessary for the completion of Quality Level A information for the test holes.
- Vacuum excavation will be used to confirm the vertical position of utilities.
- Obtain all necessary permits from city, county, state or any other municipal jurisdictions to allow Stewart personnel to work within the existing rights-of-way.
- Stewart will provide safety cones and signs. Traffic arrow boards or flaggers may be possible for this project and is shown in the fees.
- Perform EM and GPR sweeps of the proposed conflict and other procedures necessary to adequately "set-up" the test hole.
- Excavate test holes to expose the utility to be measured in such a manner that ensures the safety of excavation and the integrity of the utility to be measured. In performing such excavations, Stewart shall comply with all applicable utility damage prevention laws. Stewart shall schedule and coordinate with the utility companies and their inspectors, as required, so that they may be present during excavation of their facilities.
- Using hubs/PK nails/other monuments and information provided by Stewart, Stewart will record: (a) the horizontal and vertical location of the top and/or bottom of the utility (b) the elevation of the existing grade over the utility at a test hole. Stewart will collect the following data: (c) the outside diameter of the utility and configuration of non-encased, multi-conduit systems; (d) the utility structure material composition, when reasonably ascertainable; (e) the paving thickness and type, where applicable; (f) the general soil type and site conditions; and (g) such other pertinent information as is reasonably ascertainable from each test hole site.
- Provide permanent restoration of pavement using cold asphalt patch within the limits of the original cut. When test holes are excavated in areas other than roadway pavement, these disturbed areas shall be restored as nearly as possible to the condition that existed prior to the excavation.
- Utilities that can't be located with SUE designating equipment may not be able to be found with vacuum excavation depending on the accuracy of the one call marks and/or depth of the utility.
- Test hole information shall be formatted and presented on Stewart's certification form and listed in a test hole data summary sheet.
- Traffic control will be provided as required for completion of test holes.

Once test holes have been performed, Stewart will field survey the installed hub, pk nails or other associated monument collecting both horizontal coordinates and vertical elevations of the test hole point. A final deliverable will include test hole reports for each location as well as a coordinate list illustrating the surveyed location (horizontal and vertical). This information will be signed and sealed by a Professional Land Surveyor licensed to practice in the State of North Carolina.

Should review Level B SUE warrant additional Level A Test Holes (in addition to the four scoped above) then additional test holes may be performed as an Additional Service if requested in writing by the City.



Information about utilities obtained as part of this task will be included in the final deliverables associated with **Subtask 2.2 – Field Survey** above.

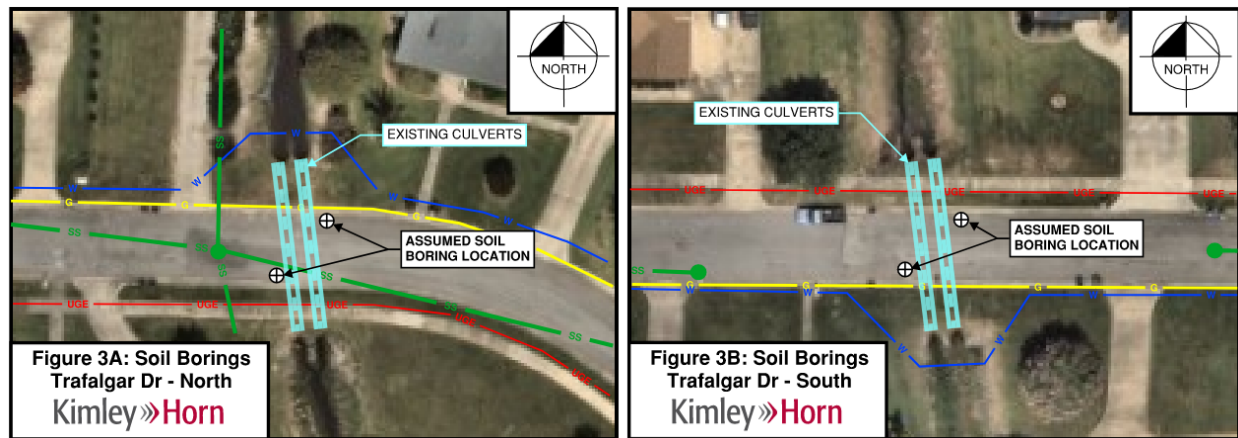
2.4. Geotechnical Investigation

Geotechnical investigations will be performed by Kimley-Horn subconsultant Froehling & Robertson (F&R). F&R proposes to conduct a geotechnical subsurface investigation for the purpose of providing recommendations for replacement of both the Trafalgar Dr – North and South culverts, including foundation support, lateral earth pressure parameters, and earthwork considerations. This scope of work includes:

Field Exploration

Prior to drilling, F&R will coordinate the location/marketing of underground utilities by contacting NC One Call (811). NC One Call will not locate private utilities such as storm drains, light poles, irrigation systems, etc. F&R understands the project surveyor is contracted to perform a full Subsurface Utility Exploration (SUE) at the site and will have all utilities located/located prior to our field exploration. As such, F&R has not included the cost for subcontracting a private utility locator to locate private utilities that may not be located by NC 811. As requested, F&R proposes to perform four Standard Penetration Test (SPT) borings to a proposed termination depth of 15 feet each as shown on the attached boring plans. The boring locations will be staked in the field using a GPS unit capable of sub-meter accuracy or by making tape measurements from existing site features. See approximate proposed boring locations in **Figure 3A and 3B** below.

The borings will be performed with an ATV-or track-mounted CME-55 or CME-75 drill rig using conventional hollow stem augers for borehole stabilization. Soil sampling will be conducted using a standard 2-inch O.D. split barrel sampler in accordance with ASTM D-1586 (Standard Penetration Test - SPT). Five (5) SPT samples will be performed in the top 10 feet and then at a nominal interval of five (5) feet thereafter. If auger refusal is encountered before reaching proposed termination depths, the borings will be terminated. F&R is not proposing to explore the nature of refusal.



Groundwater measurements will be attempted at the termination of each boring. However, due to the borings being advanced within an existing roadway, F&R is not proposing to install temporary piezometers for the collection of a 24-hour stabilized groundwater levels. Upon obtaining water level measurements immediately after drilling, the boreholes will be backfilled with auger cuttings (soil) to within one foot of the existing ground surface. A one foot cap of bentonite cement plug will then be placed, followed by the placement of a hand compacted asphalt patch to closely match existing site grades. Excess soil cuttings will be disposed of within grassed areas near each boring.

The proposed borings are located within low volume residential roadways. As such, F&R is proposing to only use traffic signs and cones for traffic control purposes. If more-extensive traffic control measures such as a flagging operation or lane closure are required, additional fees will apply.

By the nature of the work to be performed, our drilling activities and equipment may result in disturbance to the site (e.g., tire/track marks on asphalt). Reasonable efforts will be made to minimize the disturbed area. However, should damage occur, remediation of the site to a pre- explored condition is not included in our proposal. The boreholes will be backfilled as indicated above. However, the soil and patch may consolidate over time resulting in the reappearance of open boreholes, and therefore require additional maintenance. We have not included time for returning to the site to maintain the boreholes.

Laboratory Testing

At the completion of the field work, representative soil samples will be transported to our laboratory for identification and visual classification in accordance with the Unified Soil Classification System (USCS). Up to four soil samples will be subjected to geotechnical index testing consisting of natural moisture content, percent fines analysis, and Atterberg Limits to assist in soil classification.

Engineering Evaluation and Report

At the completion of the field exploration and laboratory testing, the results will be evaluated by a geotechnical engineer from F&R and an engineering report will be prepared. The report will include the following information:

- Description of the proposed construction and regional geology
- Description of the field exploration and preparation of site and boring location plans
- Description of the laboratory testing program and preparation of a summary of laboratory testing results
- Description of the subsurface conditions including the preparation of typed boring logs and a subsurface profile

- Descriptions of groundwater conditions encountered and impact of groundwater on the proposed construction
- Recommendations for site preparation and earthwork activities including evaluation of site soils for use as structural backfill, and soil compaction requirements for backfill
- Culvert foundation design and construction recommendations including undercut recommendations and bearing capacity
- General culvert wing-wall recommendations including soil properties and lateral earth pressures
- General recommendations for temporary shoring
- Recommendations for construction observations services and materials testing

Task 3. Model Refinement and Options Analysis

Kimley-Horn understands that a HEC-HMS hydrology model and a 1D HEC-RAS hydraulic model were developed as part of the Fork Swamp Watershed Master Plan and that the models include planning-scale foundation for understanding flooding in the vicinity of the Project Area. In addition, Kimley-Horn understands that the Corey Road Project is under design (by others) and that there are likely design level survey and hydrology and hydraulic modeling associated with that project that would help inform model components for the Project. To the extent possible, Kimley-Horn will utilize the models associated with the Fork Swamp Watershed Master Plan and Corey Road Project developed by others as the basis for the scope of work in this task. The purpose of this task is to refine the hydrologic and hydraulic modeling using current, site-specific data, to establish existing condition flood baselines and to assess if the model results support the proposed improvement options and achieve the target project goals.

3.1. Refined Hydrologic Model

Kimley-Horn will refine the provided hydrologic models to focus solely on the ± 2.54 square mile watershed contributing flows through the Project Area to the Corey Rd culvert. The refined model will incorporate the City's current Land Use Plan, supplemented with review of 2025 aerial imagery, to update hydrologic variables and inflow hydrographs using National Oceanic and Atmospheric Administration (NOAA) Atlas 14 6-hour rainfall data.

3.2. Refined Hydraulic Model

Kimley-Horn will develop a detailed, localized, unsteady 2D HEC-RAS Existing Conditions model of the Project Area. The Existing Conditions model will be used to establish existing, baseline, flood conditions for the 2-, 10-, 25-, 50-, and 100-Year, 6-Hour design storm events. Terrain surfaces, boundary conditions, break lines and culvert information will be refined based on specific site information gathered during Task 2.2. Corey Rd Project design plans will also be incorporated into the Existing Conditions model. Refined inflow hydrographs developed with Task 3.1 will be input into the HEC-RAS model as upstream boundary conditions. Model results, including flood extents, depths and velocities, will be validated based on historical high-water marks, anecdotal evidence provided by City staff and residents, and downstream FEMA base flood elevations. The refined Existing Conditions model will be used to assess potential improvement options as described in Task 3.3.

3.3. Improvement Options Analysis

The Fork Swamp Watershed Master Plan recommended that the following improvements be implemented within the Project Area:

- Trafalgar Dr North – Replace existing dual 60" CMPs with dual 8' x 5' RCBCs
- Trafalgar Dr South – Add a new 60" culvert to existing dual 60" CMPs

Following discussions with City staff, Kimley-Horn understands that the City would like to explore potential improvement options that mitigate flooding while meeting the benefit cost analysis requirements of the grant funding.

Kimley-Horn will modify the refined 2D HEC-RAS Existing Conditions model to assess potential primary and secondary improvement options. Primary improvements are core to the goals of project and in line with the previous master plan recommendations. Secondary improvements are additional improvements that may provide additional flood mitigation benefits in addition to those provided by the primary improvements.

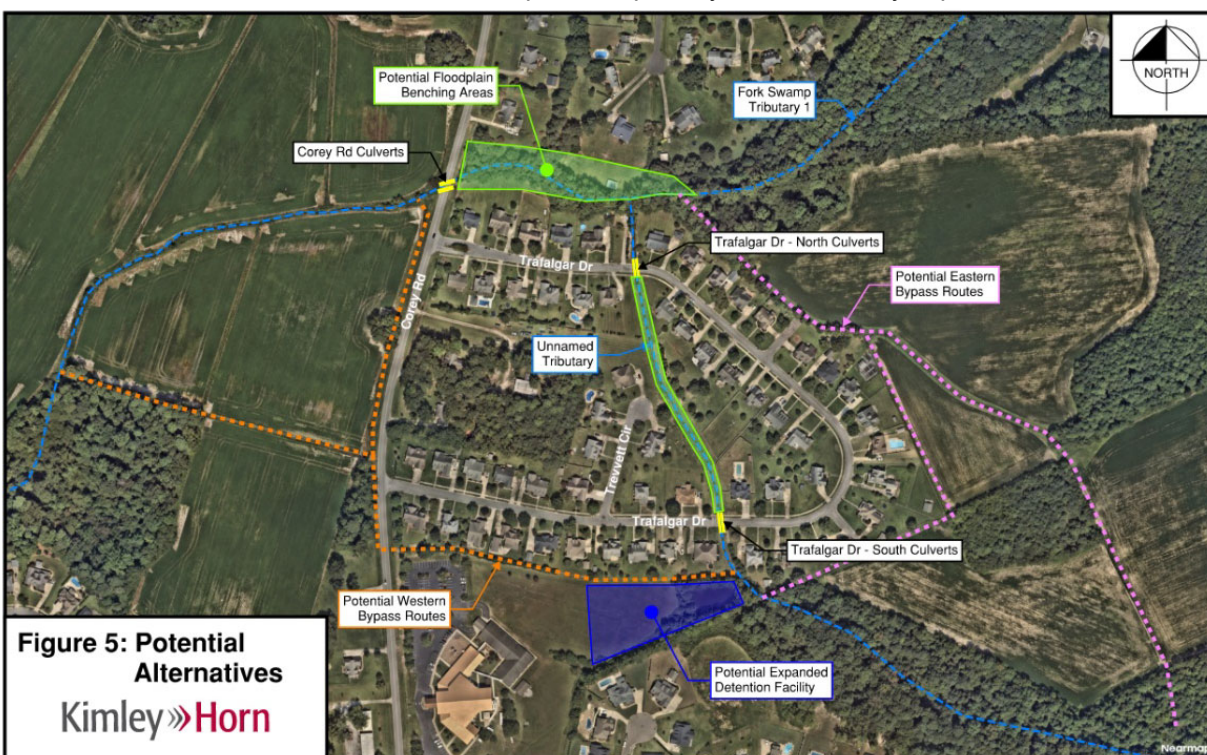
Primary Improvements

- Upsize Trafalgar Dr North culverts (up to three culvert options)
- Upsize Trafalgar Dr South culverts (up to three culvert options)
- Implement floodplain benching along Fork Swamp Tributary 1 between Corey Rd and its confluence with the Unnamed Tributary (up to three options with various property owners impacted)
- Implement minor floodplain benching along the Unnamed Tributary between Trafalgar Drive South and North culverts (up to three options minimizing property owners impacted)

Potential Secondary Improvements

- Bypass high flows to the east and north around the Farrington neighborhood
- Bypass high flows to the west under Corey Road
- Expand existing detention pond on southern adjacent church property to further attenuate peak flows into the Unnamed Tributary

Figure 5 below illustrates the location of both the potential primary and secondary improvements:



The proposed bypass routes concepts will likely consist of improvements to existing ditches as well as new proposed stormwater infrastructure (pipes and structures). Kimley-Horn will develop conceptual level exhibits illustrating the schematic layout of each improvement option and document modeling efforts, assumptions, methodology, results, and flood mapping in an Improvement Analysis memorandum. This brief memorandum will

summarize and compare the hydraulic performance of existing conditions and alternative improvements and make recommendations as to which improvements the City should consider implementing.

Task 4. Construction Documents

Kimley-Horn will prepare Construction Documents to consist of construction drawings and specifications for use by construction contractors to develop construction bids and construct the Primary Improvements listed in Task 3. Design of any of the secondary improvements will be considered additional services. As construction documents are developed, digital (PDF format) review sets will be submitted to the City for review via OpCenter at the following percent complete milestones: 30%, 65% and 90%. City staff will disseminate the submittal to 3rd party reviewers or stakeholders as needed for review and consolidate review comments into a single, red-lined plan set. Following City staff review at each milestone, a milestone review meeting will be scheduled to review comments and clarify revisions. Responses to comments will be documented and submitted to the City for approval while Construction Documents are advanced to the next milestone. The 90% milestone construction drawings will also be submitted to the permitting review agencies for review and comment (see Task 6). Final (100%) construction documents incorporating final comments from the City and review agencies will be provided to the City for use in bidding the project.

City of Greenville, Greenville Utilities Commission (GUC), and NCDOT Standard Details and Specifications will be used where applicable and supplemented with NCDOT Standard Specifications and Provisions where needed. Kimley-Horn will provide technical Project Special Provisions (PSP) for design items not included within the City or NCDOT standards (up to ten (10) PSPs).

Traffic Control Design Assumptions

Kimley-Horn assumes that the construction of the project will be phased such that the culvert improvements at Trafalgar Drive – North and South will be completed sequentially. This will allow for the closure of Trafalgar drive on either side of the construction extents for each crossing while still providing ingress and egress for all residents via the northern and southern connections to Corey Road during each phase.

4.1. Utility Coordination and Design

Kimley-Horn will provide utility coordination services for public and private utilities within the Project Area, including those impacted by the culvert replacement and floodplain benching improvements. This scope includes identifying utility owners, collecting existing utility mapping and records, and performing conflict analysis through the development of design and construction drawings. It is assumed that a maximum of five (5) utility owners will be involved in this effort. Coordination will involve the following generalized communication schedule and includes documentation of correspondence and decisions:

- Project Notification – Notify the City's standard list of utility owners of the upcoming project to determine if they have infrastructure in the Project Area and work to schedule future review and coordination meetings.
- Preliminary Design Review – Meet with impacted utility owners following 30% Construction Drawing submittal and review
- Utility Conflicts Field Meeting – Meet with impacted utility owners in the field to review conflict resolution following 65% Construction Drawing submittal and review
- Final Design Review – Meet with impacted utility owners to review final design and conflict resolutions following 90% Construction Drawing review by City and permitting agencies.

Kimley-Horn will develop Utility By Others (UBO) plans that illustrate the proposed adjustments to private utilities for use in coordination with private utility owners to facilitate relocation of their assets. The design and field

relocation or adjustments of privately-owned utilities will be the responsibility of the respective owners with coordination provided by Kimley-Horn.

4.2. 30% Construction Documents

Deliverables for the 30% Construction Documents milestone include:

- Construction Drawings consisting of:
 - Cover Page
 - Abbreviations and Symbols
 - General Notes
 - Existing Conditions/Demolition Plan
 - Improvements Plan & Profile (with preliminary utility conflicts identified)
- Preliminary budgetary Opinion of Probable Construction Costs (OPCC)
 - The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

4.3. 65% Construction Documents

Deliverables for the 65% Construction Documents milestone include:

- Construction Drawings consisting of:
 - Cover Page
 - Abbreviations and Symbols
 - General Notes
 - Existing Conditions/Demolition Plan
 - Improvements Plan & Profile including:
 - Culvert Improvements
 - Minor Roadway Improvements
 - Drainage System Adjustments/Improvements
 - Floodplain Benching Cross Sections
 - Floodplain Benching Grading Plan
 - Up to four (4) Utility Conflict Relocations – UBO Plans
 - Erosion Control Plan (in accordance with NCDEQ's E&SC Guidelines)
 - Traffic Control Plan
 - Planting Plan (for floodplain benching)
 - Planting Details (for floodplain benching)
 - Standard Details
 - Preliminary Easements
- Draft Project Special Provisions
- Preliminary itemized OPCC
- List of required permits; permit application process to begin following milestone review by City
- Utility by Others Plans – used in coordination with utility companies (see Task 4.1)

It is anticipated that this 65% plans submittal will be utilized as shovel ready plans for grant application purposes (see Task 7.0).

4.4. Structural Geometric Layout

Based on field survey and geotechnical data for the site, Consultant will provide structural geometric layout for the end treatment (wingwalls) of the proposed culverts based on NCDOT standard wingwall details. The length of each wingwall will be calculated to match the proposed roadway side slopes within the project area. It is assumed that the culvert will be prefabricated precast concrete or aluminum structural plate with the design provided by the Contractor via the vendor. Structural design of the culvert is not included in this scope of work and will be considered an additional service if needed.

The Consultant shall prepare geometric layout, and a performance construction specifications for up to eight (8) non-standard cast-in-place concrete wingwalls (four (4) per crossing). The preliminary design calculations and construction documents will be consistent with AASHTO LRFD and NCDOT Standards and Specifications. The culvert and wingwall layouts and performance specifications will be utilized by the contractor and pre-caster to develop signed and sealed shop drawings for Engineer approval.

4.5. 90% Construction Documents

Deliverables for the 90% Construction Documents milestone include:

- Construction Drawings consisting of:
 - Sheets as described in Task 4.3
 - Structural Culvert and Wingwall Geometric Layout
 - Site Specific Custom Details
- Project Special Provisions
- Updated Opinion of Probable Construction Costs (OPCC)
- Permit status update

4.6. Final Construction Documents

Deliverables for the Final Construction Documents milestone include:

- Construction Drawings consisting of:
 - Sheets as described in Task 4.5
- Project Special Provisions
- Updated Opinion of Probable Construction Costs (OPCC)
- Permit status update

Task 5. Public Engagement

5.1. Public Meetings

During the 65% completion milestone, Kimley-Horn will aid the City with conducting an in-person community meeting. The purposes of this meeting will be to introduce the project to surrounding residents and impacted landowners, to provide an understanding of the design approach and the typical grading and structural measures that are likely to be implemented to reduce flood frequency and duration, and to show examples of such measures from other similar projects. The meeting will also provide an opportunity to introduce the concept of City acquired permanent drainage easements for landowners adjacent to the Project.

The City allows for a two-week public comment period after a public meeting. Comments and questions will be directed to the City's project manager. Kimley-Horn will assist the City with cataloging feedback and drafting comment responses when warranted.

Other key provisions applying to both public meeting includes:

- Kimley-Horn will assist the City with notifying the public of the date, time, location, and purpose of the public meetings by developing informational flyers and door hangers for the City to distribute electronically via push emails or social media, or physically to impacted and adjacent property owners. It is assumed that notifications will only go to Trafalgar Road (Farrington Neighborhood) residents.
- The City will act as the host for the meeting, and in doing so will determine and provide the meeting location, as well as promotion of the meeting for attendance via flyers, social media, etc.
- Kimley-Horn will provide site maps and drawings developed from project construction drawings, basis of design report, or project model outputs. Depending on meeting format, Kimley-Horn will develop and present a PowerPoint presentation if necessary to communicate the project to attendees.

Task 6. Permitting

Kimley-Horn will identify permitting requirements at the 65% milestone and begin preparation of permit applications. The 90% milestone construction drawings will be submitted to the permitting review agencies along with completed permit applications for review and comment. Permitting is scoped assuming only the Primary Improvements (noted in Task 3) are implemented. If it is determined that Secondary Improvements (noted in Task 3) are feasible and the City wishes to include the improvement(s), additional services will be required. The following summarizes the anticipated permitting requirements for the Project:

6.1. Environmental Permitting

Kimley-Horn's subconsultant, Three Oaks, will gather all necessary data and mapping information to be used in the permit applications. Coordination with agencies prior to submitting the draft Preconstruction Notification (PCN) is included in this task. Three Oaks will prepare and submit the environmental permit application packages to the appropriate agencies. Three Oaks will prepare the appropriate permit packages, utilizing the impact drawings, quantities, and plans developed by Kimley-Horn. Three Oaks will address resource agency questions or comments and will prepare a final permit application package for submittal to regulatory agencies.

If the regulatory agencies determine that the proposed project does not meet the requirements of a Nationwide or General Permit and requires an Individual Permit, then the preparation and submittal of an Individual Permit Application will be considered Additional Services.

Current anticipated fees (subject to change) are \$341 for a minor action or \$810 for a major action. This fee will be paid by Kimley-Horn and invoiced as a reimbursable expense item in addition to the cost of the lump sum fee for this task.

6.2. Erosion & Sediment Control Permitting

This scope includes preparation and submittal of an erosion and sediment control plan to the North Carolina Department of Environmental Quality, Division of Energy, Mineral, and Land Resources (NCDEMLR) for review and approval, as the project will disturb more than one acre. The plan will be developed in accordance with the North Carolina Erosion and Sediment Control Planning and Design Manual. Consultant will utilize the Express Permitting Program to expedite the review process. This includes scheduling a pre-submittal meeting with the appropriate regional office, preparing the application package with required forms, fees, and supporting documentation, and submitting the plan for express review. Comments received from NCDEMLR staff will be addressed to obtain plan approval. After approval by NCDEMLR, Consultant will complete eNOI for coverage under the NC General Permit.

Current anticipated fees (subject to change) are \$2,000 (Express) + \$100 per acre disturbed. Up to 3 acres of disturbance is included to compute the anticipated fee of \$2,300 (included in project expenses). This fee will be paid by Kimley-Horn and invoiced as a reimbursable expense item in addition to the cost of the lump sum fee for this task.

6.3. NCDOT Encroachment Agreement

Following the City's review of the 65% milestone submittal, Kimley-Horn will prepare and submit an encroachment agreement to NCDOT for access to the Project Area from right-of-way of Corey Road. Kimley-Horn will work with NCDOT to address comments and obtain approval of the encroachment agreement. This project is expected to require a 2-party encroachment agreement for temporary access from Corey Road. If bonding is required in association with the encroachment agreement, it will be the responsibility of the City.

Task 7. Grant Management

Grant management support services will be performed by Kimley-Horn subconsultant ICF. It is understood that ICF under a separate contract with the City is developing a FEMA HMGP Grant Subapplication and a Benefit-Cost Analysis. These deliverables will be submitted by the City to FEMA on 12/15/2025.

7.1. FEMA HMGP Subapplication Updates and Responses to Requests for Information

Kimley-Horn and ICF understand that the City will submit an HMGP application requesting construction funds for Trafalgar on December 15, 2025. Per instructions from NCEM, this application will require updates and responses to NCEM and FEMA information requests as the project design progresses. ICF will coordinate with Kimley-Horn to submit milestone design deliverables and BCA updates to NCEM. We will research and respond to any requests for information (RFIs) issued by state or federal agencies.

Task 7.1 Deliverables: Submitted milestone designs and deliverables to NCEM, along with updated scope and budget documentation embedded in the HMGP application. RFI responses will be completed in Word documents and submitted to NCEM via email.

Task 7.1 Assumptions: Kimley Horn will provide 30, 60, 90, and 100 percent designs for the HMGP project to provide a more detailed technical narrative for the project scope of work, an engineer's opinion of probable cost using FEMA's cost standards, and a design and construction schedule.

7.2. Benefit Cost Analysis Revisions

FEMA hazard mitigation assistance grant programs require a benefit-cost analysis (BCA) to demonstrate not only that the project has value, but that it is cost-effective. ICF will update the project's existing BCA as stormwater models are revised and the project design and opinion of costs are refined. This assumes that the BCA will be updated with the 30, 60, 90, and 100 percent design milestones. Each revision of the BCA will incorporate the latest FEMA BCA policy and guidance, as required by the HMGP program. We will inform Kimley-Horn and the City of project cost-effectiveness concerns at each design milestone and will offer recommendations to maintain a benefit-cost ratio above 1.0.

Task 7.2 Deliverables:

- Updated FEMA BCA Toolkit Report
- Updated BCA Methodology Technical Memorandum
- Updated FEMA BCA Toolkit Export (.xlsx file)

Task 7.2 Assumptions: ICF will work with Kimley Horn to draft and iterate BCAs at the 30%, 60%, and 90-100% design iterations. Kimley Horn will incorporate BCA feedback into the design at each stage in order to maintain project cost-effectiveness.

7.3. Advanced Assistance Grant Management

ICF will review project elements for general programmatic compliance with the awarded FEMA HMGP Advanced Assistance grant for the City of Greenville- Trafalgar Drive Stormwater Improvement Project number HMGP-4827-0008. The grant management approach consists of four primary workstreams including overseeing scope, schedule, and budget; advising on project compliance; leading monitoring and reporting for the grants and supporting successful grant closeout.

7.3.1. Oversee Scope, Schedule, and Budget

ICF will monitor minimum scope requirements and the period of performance as stated in the subrecipient agreement. ICF will participate in regular meetings and interim deliverable reviews to maintain a comprehensive perspective of progress from a grant and technical delivery perspective. Specific activities completed under this task include:

Monitor Scope Requirements

The ICF shall review the Grant Agreement at the outset of the project to compile a list of deliverables and minimum grant requirements necessary for successful reimbursement and closeout. The ICF and Kimley-Horn project team will work together to align the project schedule with creation of deliverables for regular reimbursement of costs, if possible assuming a 13-month schedule for this Task Order. This schedule and minimum grant requirements will be monitored through regular meetings throughout the life cycle of the project.

Monitor Period of Performance

The ICF shall monitor the project in accordance with the period of performance and deadlines set forth in the Grant Agreement. The original project schedule set forth in the application will be used to determine if sufficient progress is being made to complete the Advanced Assistance deliverables by the set deadlines. This schedule and progress will be reported to the North Carolina Department of Public Safety (NCDPS) in monthly and quarterly reports.

7.3.2. Advise on Project Compliance

The Trafalgar Drive Stormwater Improvement Project is following a FEMA Advance Assistance approach, meaning that NCDPS and FEMA will complete another compliance review of completed design and permit documents at the end of the Advance Assistance performance period. ICF will develop project documents in accordance with FEMA compliance requirements during the Advance Assistance project: supporting obtaining acquisition documentation, and following environmental and historic preservation policy.

Acquisition Documentation

The Trafalgar Drive Stormwater Improvement Project will require easement acquisition to construct the project. ICF will support the Kimley Horn and the City of Greenville in following FEMA land acquisition policy and requirements in accordance with FEMA HMA Guidance, Part 12.B.1 as follows:

ICF will supply Kimley-Horn with grant compliance templates for the required acquisition documentation, including Notice of Voluntary Interest and Declaration and Release forms. ICF will also provide a checklist and support maintenance of property documentation, including appraisals, purchase offers, acceptance, and closing documentation. This documentation will be maintained as part of the project record.

Environmental and Historic Preservation Policy

HMA programs and grants must comply with Environmental and Historic Preservation (EHP) laws/regulations and with 44 C.F.R. Part 10, and compliance with these laws/regulations is a condition of the grant award. FEMA has the responsibility to ensure compliance with these laws/regulations and necessitates the early consideration of EHP considerations. ICF will support Kimley-Horn to apply understanding of laws, regulations, and policies such that EHP regulations as they are spelled out in the Grant Agreement are met.

Grant Specific Coordination Meetings

Coordinate and lead meetings specific to Grant Compliance above and beyond monthly scheduled progress meetings.

7.3.3. Lead Monitoring and Reporting

Monitoring, reporting, and records retention approaches must meet state and federal records retention requirements. ICF will create project file checklists and regular file reviews such that appropriate documentation is obtained to demonstrate programmatic and financial compliance. Gaps identified through these reviews will be elevated to the project team and discussed immediately.

ICF will maintain project records, develop and submit monthly and quarterly reports required by NCDPS, and collaborate with the Kimley Horn and City of Greenville to track project financials and draft requests for reimbursement for Kimley Horn/City review.

Record-Keeping

ICF will use the City of Greenville's OpCenter platform to maintain project files in accordance with applicable government regulations. Project documentation, including contracts, payment requests, invoices, cleared checks, quarterly reports, site inspections, and requests for reimbursement will be stored and readily available to the Kimley Horn and City of Greenville for review. ICF will monitor the project files throughout the program for completeness and compliance with programmatic requirements.

Monthly and Quarterly Reporting

ICF will maintain records of work, schedule, and expenditures and submitting regular progress and other information in the form of monthly and quarterly reports. Monthly reports are submitted following each month's end and document progress, issues and resolutions, contract modifications, requests for reimbursement, and other project status items as described in previous sections. Quarterly reports are submitted following each quarter's end and document progress as well.

Financial Reporting

ICF will use financial management tools and best practices developed to implement HMA projects to assist the Kimley Horn and City of Greenville in financial reporting of grant-related activities. ICF will work with Greenville finance staff to draft and submit quarterly reimbursement requests.

7.3.4. Advanced Assistance Grant Closeout

Grant closeout will be required for the Advanced Assistance of the Trafalgar Drive Stormwater Improvement Project. At that time, ICF will assemble required closeout deliverables and grant documentation and submit to NCDPS for review. This will include drafting the official closeout letter or completing a closeout form, coordinating the final inspection with NCDPS, and submitting the final Request for Reimbursement.

Programmatic Audit Assistance

ICF will provide programmatic audit finding resolutions, should they arise during the contract period. This is accomplished by involvement in the review of audit findings with applicable auditors. In addition, ICF will be available to provide feedback on corrective action plan development. Once a corrective action plan is finalized, ICF will follow up on corrective action plan elements and timelines such that audits are resolved in a timely fashion.

Task 8. Unspecified or Additional Services

For budgetary purposes, this task allocates a sum of money that can be designated at a future date to cover Unspecified or Additional Services (ie. additional Level A Test Holes or additional alternatives analysis). City approval of the future task and budget will be required in writing before any Unspecified or Additional Services are initiated or invoiced.

~~A1.01 Study and Report Phase~~

~~A. Engineer shall:~~

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.~~
- ~~2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.~~
- ~~3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.~~
- ~~4. Identify and evaluate *[insert specific number or list here]* alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.~~
- ~~6. Perform or provide the following additional Study and Report Phase tasks or deliverables: *[here list any such tasks or deliverables]*~~
- ~~7. Furnish ____ review copies of the Report and any other deliverables to Owner within ____ calendar days of the Effective Date and review it with Owner. Within ____ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.~~
- ~~8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish ____ copies of the revised Report and any other deliverables to the Owner within ____ calendar days of receipt of Owner's comments.~~

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.~~

~~A1.02 Preliminary Design Phase~~

- ~~A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:~~
- ~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~
 - ~~2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.~~
 - ~~3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~
 - ~~4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.~~
 - ~~5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: [here list any such tasks or deliverables]~~
 - ~~6. Furnish ____ review copies of the Preliminary Design Phase documents and any other deliverables to Owner within ____ calendar days of authorization to proceed with this phase, and review them with Owner. Within ____ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.~~
 - ~~7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner ____ copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within ____ calendar days after receipt of Owner's comments.~~
- ~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.~~

A1.03 Final Design Phase

- ~~A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and Upon written authorization from Owner, Engineer shall perform services in accordance with **Exhibit A**.~~
- A. Engineer's services under the Final Design Phase will be considered complete within 13 months of full contract execution and Notice to Proceed (NTP) from Owner, when the submittals required

by Exhibit A have been delivered to Owner. The project schedule above assumes a NTP by January 1, 2026, and it assumes 14 calendar day milestone reviews by the City and issuance of US Army Corps and NCDEQ permits within 90 calendar days of the permit application. Note that the timeline of approvals, permit issuance, and property owner voluntary easement discussions is beyond the Engineer's control.

- ~~B. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

~~A1.02 Bidding or Negotiating Phase~~

- ~~A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:~~
- ~~1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.~~
 - ~~2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.~~
 - ~~3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.~~
 - ~~4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.~~
 - ~~5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.~~
 - ~~6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.~~

~~7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables as required by Exhibit A, Attachments 1 and 2.~~

~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).~~

~~A1.03 Construction Phase~~

~~A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~

~~1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~

~~2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. [If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D.]~~

~~3. Selecting Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.~~

~~4. Pre-Construction Conference: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.~~

~~5. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~

~~6. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~

~~7. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:~~

~~a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations~~

~~by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~

- ~~b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.~~
- ~~8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.~~
- ~~9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.~~
- ~~10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.~~

- ~~11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.~~
- ~~12. *Substitutes and "or equal":* Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
- ~~13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.~~
- ~~14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.~~
- ~~15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:~~
- ~~a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include~~

final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. ~~By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.~~
16. ~~Contractor's Completion Documents:~~ Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.
17. ~~Substantial Completion:~~ Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
18. ~~Additional Tasks:~~ Perform or provide the following additional Construction Phase tasks or deliverables: [here list any such tasks or deliverables].
19. ~~Final Notice of Acceptability of the Work:~~ Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

- ~~B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.~~
- ~~C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.~~

~~A1.04 *Post Construction Phase*~~

- ~~A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:~~
- ~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.~~
 - ~~2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.~~
 - ~~1. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
[Here list any such tasks or deliverables]~~
- ~~B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types as set forth in **Exhibit A (Task 8)**.
- ~~1. Unspecified Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and~~

- impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- ~~2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.~~
 - ~~3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.~~
 - ~~4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.~~
 - ~~5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.~~
 - ~~6. Providing renderings or models for Owner's use.~~
 - ~~7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.~~
 - ~~8. Furnishing services of Consultants for other than Basic Services.~~
 - ~~9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.~~
 - ~~10. Services during out of town travel required of Engineer other than for visits to the Site or Owner's office.~~
 - ~~11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.~~
 - ~~12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.~~

- ~~13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.~~
- ~~14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.~~
- ~~15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.~~
- ~~16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.~~
- ~~17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.~~
- ~~18. Preparation of operation and maintenance manuals.~~
- ~~19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.~~
- ~~20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.~~
- ~~21. Assistance in connection with the adjusting of Project equipment and systems.~~
- ~~22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.~~
- ~~1. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record keeping.~~
- ~~23. Overtime work requiring higher than regular rates.~~
- ~~25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.~~

~~A2.02 Additional Services Not Requiring Owner's Written Authorization~~

- ~~A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.~~

- ~~24. Services in connection with work change directives and change orders to reflect changes requested by Owner.~~
- ~~25. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~
- ~~26. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
- ~~27. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.~~
- ~~28. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.~~
- ~~29. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.~~
- ~~30. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.~~
- ~~31. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.~~
- ~~32. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.~~

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- E. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- F. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- G. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- H. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- I. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- J. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- K. Place and pay for advertisement for Bids in appropriate publications.
- L. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- M. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- N. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- O. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties,

responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- P. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- Q. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- R. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- S. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- T. Perform or provide the following additional services: *[Here list any such additional services]*.

This is **EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services - Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A total lump sum amount **\$ 519,890.00** based on the following estimated distribution of compensation.

Task	Description	Fee
1	Project Management	\$50,210.00
2	Field Data Collection	\$88,455.00
3	Model Refinement & Options Analysis	\$45,455.00
4	Construction Drawings	\$214,255.00
5	Public Engagement	\$19,930.00
6	Permitting	\$35,480.00
7	Grant Management	\$61,086.00
	Basic Services Subtotal	\$514,871.00
	Reimbursable Expenses	\$5,019.00
	Total Lump Sum Amount	\$519,890.00

2. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum amount includes compensation for Engineer’s services and services of Engineer’s Consultants. The Lump Sum amount accounts for labor, overhead, profit, and reimbursable expenses.
4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.
5. Period of Service: The compensation amount stipulated in the Compensation Packet BC-1 is conditioned on a period of service that begins upon receipt of signed contract and will end when the Final Design is completed. If such period of service is extended, the compensation amount for the Engineer’s services shall be appropriately adjusted.

**COMPENSATION PACKET AS-1:
Additional Services – Lump Sum**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Additional Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
1. Lump Sum amounts as identified below based on the following compensation:
 - a. Additional Services \$0.00
 2. ~~Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.~~
 3. The Lump Sums include compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum costs included in Paragraph C2.05.A.1 to account for labor, overhead, profit, and Reimbursable Expenses.
 4. The portion of the Lump Sum amounts billed for Engineer's Additional Services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
- B. *Period of Service:* The compensation amounts stipulated in Paragraph C2.05.A.1 are conditioned on the period of service as identified in Paragraph C2.01.A.5. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. ~~The Standard Hourly Rates apply only as specified in Article C2.~~

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Classification	<i>Rate</i>
Associate Engineer	\$275 - \$375
Senior Professional II	\$250 - \$355
Senior Professional I	\$185 - \$265
Professional II	\$175 - \$250
Professional I	\$150 - \$210
Analyst	\$130 - \$190
Technical Support	\$110 - \$205
Support Staff	\$90 - \$150

Effective through June 30, 2026

Subject to annual adjustment thereafter

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--|-------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$100,000 |
| 2) Disease, Policy Limit: | \$500,000 |
| 3) Disease, Each Employee: | \$100,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$2,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$1,000,000 |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$1,000,000 |
| 2) Annual Aggregate | \$2,000,000 |
| g. Other (specify): | \$ N/A |

~~2. By Owner:~~

a. ~~Workers' Compensation:~~ _____ ~~Statutory~~

b. ~~Employer's Liability~~ _____

1) ~~Each Accident~~ _____ \$ _____
2) ~~Disease, Policy Limit~~ _____ \$ _____
3) ~~Disease, Each Employee~~ _____ \$ _____

c. ~~General Liability~~ _____

1) ~~General Aggregate:~~ _____ \$ _____
2) ~~Each Occurrence (Bodily Injury and Property Damage):~~ _____ \$ _____

d. ~~Excess Umbrella Liability~~ _____

1) ~~Each Occurrence:~~ _____ \$ _____
2) ~~General Aggregate:~~ _____ \$ _____

e. ~~Automobile Liability - Combined Single Limit (Bodily Injury and Property Damage):~~

Each Accident:

\$ _____

f. ~~Other (specify):~~ _____ \$ _____

C. *Additional Insureds:*

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

a. _____
Engineer

b. _____
Engineer's Consultant

c. _____
Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is EXHIBIT J, consisting of 4 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, _____.

Special Provisions

The Agreement is amended to include the following agreement(s) of the parties:

Federal Requirements

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This section identifies the federal requirements that may be applicable to this contract. The Vendor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the City of Greenville, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide City access to construction or other work sites pertaining to the work being completed under the contract.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. A Contractor's failure to do so shall constitute a material breach of the contract.

Termination for Convenience (General Provision)

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision)

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Equal Opportunity

“During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 3 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

Suspension and Debarment Certification

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the USDOT to be

pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following

nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

This is **EXHIBIT K**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: _____
- c. Engineer: _____
- d. Project: _____

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____

b. Net change for prior amendments: \$ _____
c. This amendment amount: \$ _____
d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____



City of Greenville, North Carolina

Meeting Date: 12/11/2025

Title of Item: Various Tax Refunds Greater Than \$100

Explanation: Pursuant to North Carolina General Statute 105-381, refunds are being reported to City Council. These are refunds created by a change or release of value for City of Greenville taxes by the Pitt County Tax Assessor. Pitt County Commissioners have previously approved these refunds; they are before City Council for their approval as well. These refunds will be reported as they occur when they exceed \$100.

The Director of Financial Services reports refunds of the following taxes:

<u>PAYEE</u>	<u>ADJUSTMENT REFUNDS</u>	<u>AMOUNT</u>
Tina Lyvone Adams-Spruill	Registered Motor Vehicle	551.15
Patrice Kelly Davenport	Registered Motor Vehicle	360.54
Frances Annette Anderson	Registered Motor Vehicle	323.36
Maria Valeria Izquierdo Arcos	Registered Motor Vehicle	204.38
Karin Angelika Watson	Registered Motor Vehicle	184.00
Laura Ward	Registered Motor Vehicle	181.19
Jewel Faith Lumbao Relador	Registered Motor Vehicle	168.97
Olga Cecilia Tobon Rios	Registered Motor Vehicle	165.55
Robert Gonsalves Rosa	Registered Motor Vehicle	130.05
Mya Ortiz	Registered Motor Vehicle	128.30
Kakiva Collean Murphy	Registered Motor Vehicle	123.94

Fiscal Note: The total amount refunded is \$2,521.43

Recommendation: Approval of taxes refunded by City Council



City of Greenville, North Carolina

Meeting Date: 12/11/2025

Title of Item: Ordinance to annex RDP Management Consulting, LLC and Houses BPR, LLC property involving 119.163 acres located on the southern right-of-way of Mills Road and eastern right-of-way of Wolf Pit Road and being 1,300+/- feet east of Ivy Road

Explanation: A. SCHEDULE

1. Advertising date: November 29, 2025
2. City Council public hearing date: December 11, 2025
3. Effective date: December 11, 2025

B. CHARACTERISTICS

1. Relation to primary city limits: Noncontiguous
2. Relation to recognized industrial area: Outside
3. Acres: 119.163
4. Voting District: 4
5. Township: Chicod
6. Zoning: RA (Rural-Agricultural – Pitt County's Jurisdiction)
7. Existing land use: Woodland
8. Anticipated land use: 340-350 single-family lots
9. Population estimate:

	Formula	Number of people
Total current:	0	0
Estimated at full development	345 X 2.18	752
Current minority	0	0
Estimated minority at full development	752 X 43.4%	326
Current white	0	0
Estimated white at full development	752 - 326	426

* Source: Census.gov

10. Rural fire tax district: Black Jack
11. Greenville fire district: Station 3
12. Present tax value: \$322,540
13. Estimated tax value: \$112,125,000

Fiscal Note: Estimated tax value at full development is \$112,125,000.

Recommendation: City staff recommends approval of the attached ordinance to annex RDP Management Consulting, LLC and Houses BPR, LLC property.

ATTACHMENTS

- ☐ **Ordinance RDP Management Consulting_ LLC and Houses BPR_ LLC Annexation.DOC**
- ☐ **RDP Management Consulting, LLC ANX Map.pdf**
- ☐ **Houses BPR, LLC ANX Map.pdf**

ORDINANCE NO. 25-
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-58.1, 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 6:00 p.m. on the 11th day of December, 2025, after due notice by publication in The Daily Reflector on the 29th day of November, 2025; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES 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-58.1, as amended, the following described noncontiguous territory is annexed:

TO WIT: Being all of that certain property as shown on the annexation map entitled “RDP Management Consulting, LLC”, involving 98.038 acres

LOCATION: Situate in Chicod Township, Pitt County, North Carolina, located on the southern right-of-way of Mills Road and eastern right-of-way of Wolf Pit Road and being 1,300+/- feet east of Ivy Road.

GENERAL DESCRIPTION:

Beginning at a point located in the southern right of way of NCSR 1774 – Mills Road said point being the northwest corner of the Chambers G. Paramore, Jr. property as recorded in deed book 1292, page 631 of the Pitt County Registry and being further located N 64-13-27 W – 2141.21’ from the centerline intersection of NCSR 1774 – Mills Road and NCSR 1772 – Hudsons Crossroads Road, thence from said point of beginning S 25-01-43 W – 351.20’, thence S 76-50-36 E – 112.58’, thence S 74-12-28 E – 138.81’, thence S 45-33-29 W – 867.62’, thence S 39-26-35 E – 645.64’, thence S 51-08-00 E – 183.40’, thence S 62-23-41 E – 786.71’, thence S 36-39-02 W – 775.25’, thence S 19-58-04 W – 710.07’, thence N 85-22-07 W – 1914.04’, thence S 67-40-50 W – 102.49’, thence N 22-16-03 W- 52.09’, thence N 23-18-51 W – 50.00’, thence N 67-40-50 E – 252.80’, thence S 85-22-07 E – 150.00’, thence N 12-47-12 E – 2263.95’, thence N 31-17-06 E – 428.73’, thence S 50-45-55 E -50.31’, thence N 25-28-59 E – 400.44’, thence S 64-

51-03 E – 113.29’, thence S 64-54-08 E – 109.97’, thence S 65-09-29 E – 109.88’, thence S 65-00-54 E – 219.38’, thence N 25-01-28 E – 351.20’, thence S 64-59-52 E – 60.14’ to the point of beginning containing 98.038 acres.

Section 2. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-58.1, as amended, the following described noncontiguous territory is annexed:

TO WIT: Being all of that certain property as shown on the annexation map entitled “Houses BPR, LLC”, involving 21.125 acres

LOCATION: Situate in Chicod Township, Pitt County, North Carolina, located on the eastern right-of-way of Wolf Pit Road and being 2,500+/- feet southeast of Ivy Road.

GENERAL DESCRIPTION:

Commencing at an iron pipe located along the eastern right-of-way of SR 1742, Wolf Pit Road, said iron pipe having North Carolina State Plane grid coordinates of Northing 645,843.69’ and Easting 2,503,800.62’ (NAD 83/2011 datum) and also being the northwest property corner of the Marvin Dale Skiles property as recorded in Deed Book E-52, Page 275 of the Pitt County Registry; thence from said iron pipe and following along the northern property line of said Skiles property N 61°36’01” E, 100.26’ to an iron pipe; thence N 89°03’59” E, 182.87’ to an iron pipe; thence N 89°22’31” E, 99.89’ to an iron stake, said iron stake being the northeast property corner of said Skiles property and being the Point of Beginning for this description: Thence from said Point of Beginning N 88°51’28” E, 1,630.31’ to a point; thence N 88°51’28” E, 870.57’ to an axle, said axle being located at the northwest property corner of the Timothy Guy Dixon, Et al property as described in Deed Book N-38, Page 625 and as shown in Map Book 4, Page 85, Tract 2A; thence from said axle and following along the western property line of said Dixon property S 17°45’22” W, 393.19’ to a point; thence leaving said Dixon line S 87°32’16” W, 1,952.93’ to a point, said point being the southeast property corner of the Jamie T. Smith, Et al property as described in Deed Book 4541, Page 786; thence from said point and following along the eastern property line of said Smith property N 04°39’46” W, 162.63’ to a point, said point being the northeast property corner of said Smith property; thence S 85°20’14” W, 375.55’ along the northern line of said Smith property to an iron stake; thence continuing S 85°20’14” W, 274.85’ to an iron pipe, said iron pipe being the northwest property corner of said Smith property and being located along the eastern right-of-way of SR 1742, Wolf Pit Road; thence from said iron pipe and following along the eastern right-of-way of SR 1742, Wolf Pit Road, N 31°49’19” W, 68.70’ to an iron pipe, said iron pipe being located at the southwest property corner of said Skiles property; thence from said iron pipe, leaving said SR 1742, Wolf Pit Road right-of-way and following along the southern property line of said Skiles property N 84°33’10” E, 202.47’ to an iron pipe; thence continuing N 84°33’10” E, 100.02’ to an iron stake, said iron stake being located at the southeast property corner of said Skiles property; thence from said iron stake N 08°46’58” W, 214.71’ to an iron stake, the Point of Beginning, containing 21.125 acres more or less and being the property described in Deed Book 4612, Page 102 and a portion of the property as shown in Map Book 2, Page 86, Tract 3 of the Pitt County Registry.

Section 3. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G.S. 160A-23, be annexed into Greenville municipal election district four. The City Clerk, City Engineer, representatives of the Board of Elections, and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district four.

Section 4. 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 5. 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 6. This annexation shall take effect from and after the 11th day of December, 2025.

ADOPTED this 11th day of December, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

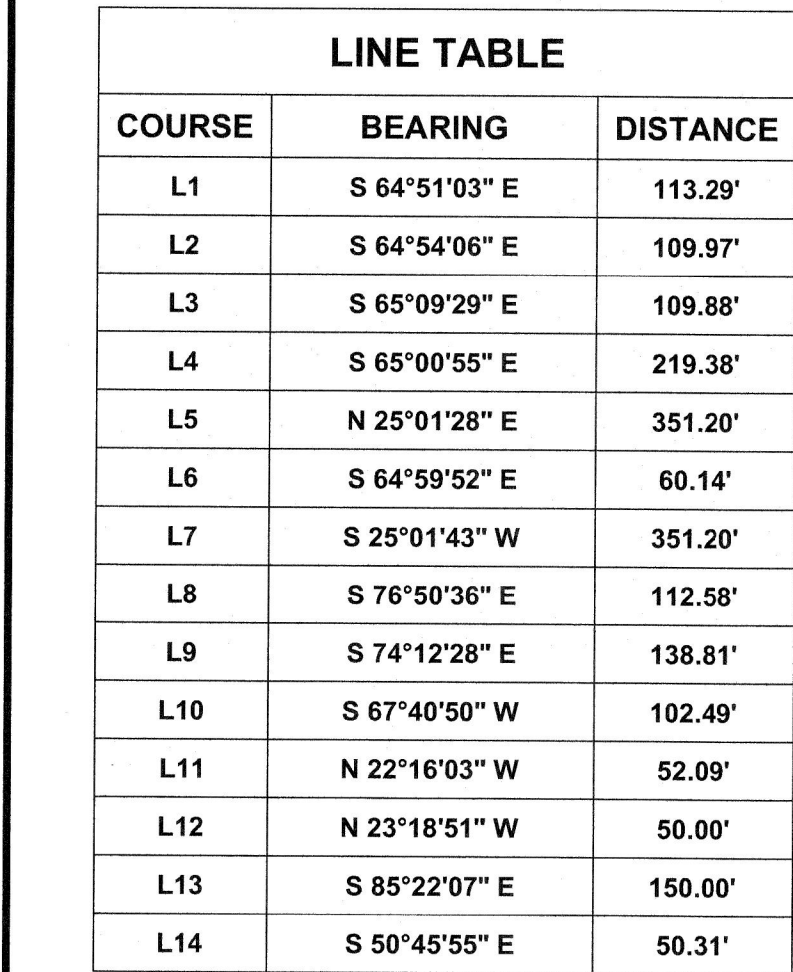
NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public for said County and State, certify that Valerie Shiuwegar 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 _____, 2025.

Notary Public

My Commission Expires: _____
1208761



COURSE	BEARING	DISTANCE
L1	S 64°51'03" E	113.29'
L2	S 64°54'06" E	109.97'
L3	S 65°09'29" E	109.88'
L4	S 65°00'55" E	219.38'
L5	N 25°01'28" E	351.20'
L6	S 64°59'52" E	60.14'
L7	S 25°01'43" W	351.20'
L8	S 76°50'36" E	112.58'
L9	S 74°12'28" E	138.81'
L10	S 67°40'50" W	102.49'
L11	N 22°16'03" W	52.09'
L12	N 23°18'51" W	50.00'
L13	S 85°22'07" E	150.00'
L14	S 50°45'55" E	50.31'

NEW CITY LIMITS = _____ . _____ . _____
 OLD CITY LIMITS = _____ . _____ . _____
 EXISTING CITY LIMITS = _____ . _____ . _____

SURVEYED: CEP	DATE: 9/24/2025
APPROVED: CEP	SCALE: SCALE: 1"= 300'
DRAWN: MAH	SHEET: <u>1</u> OF <u>1</u>

(2.8) ROSE L. WILLIAMS EDWARDS
PARCEL #06762
DB 3E, PG 379
MB DB J40, PG 34

(3.9) MICHAEL ALLEN WOOLVERTON
and wife, JEANNE WOOLVERTON
PARCEL #25320
DB 1079, PG 556
MB DB J40, PG 34

(4.10) CELIA TELLES PEREZ
PARCEL #10041
DB 4604, PG 123
MB DB J40, PG 34

(5.11) MICHAEL GRAY and wife,
PAMELA GRAY
PARCEL #17536
DB 3155 PG 269
MB DB J40, PG 34

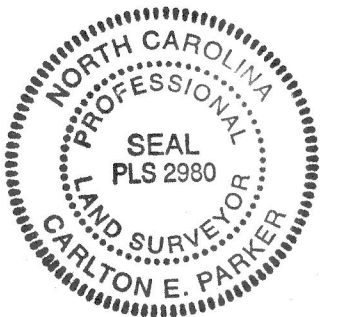
(6.12) STEVIE WAYNE YATES II
and, AMBER GAIL SCOTT
PARCEL #04886
DB 3248 PG 281
MB DB J40, PG 34

(A) CHAMBERS G. PARMAMORE JR.
PARCEL #26307
DB 1292 PG 631

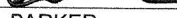
(B) VICKIE SCOTT
PARCEL #26744
E FILE 2007, PG 699

(C) BOBBY W. O'DANIEL and
wife, PATRICIA A. O'DANIEL
PARCEL #27167
DB 2104, PG 649

(D) SYLVIA CARRAWAY FULLER
PARCEL #28266
DB 860, PG 690

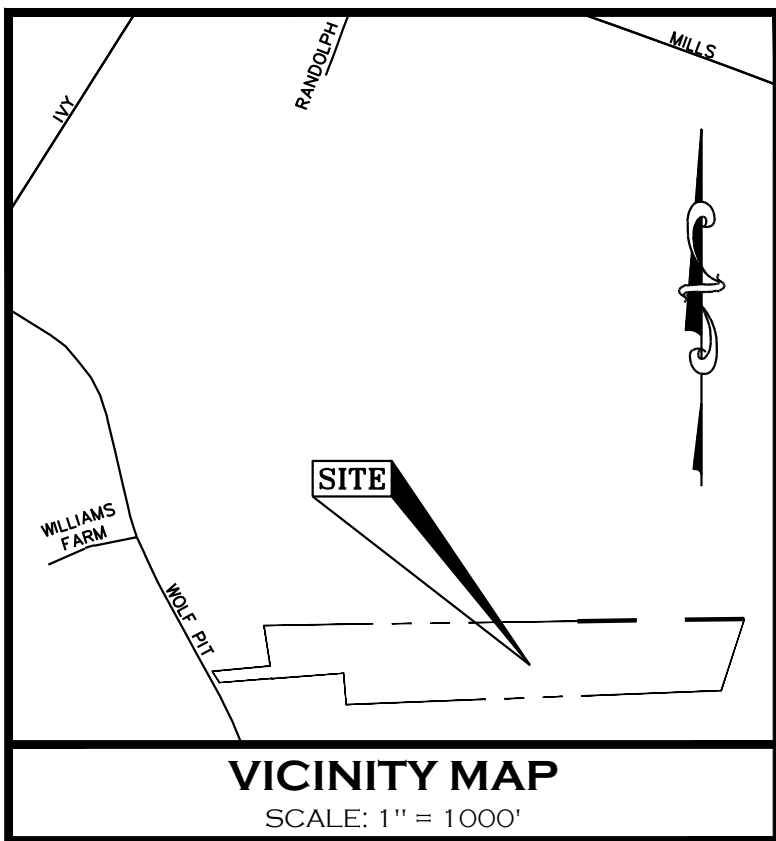


THIS 29th DAY OF SEPTEMBER A.D., 2025.



CARLTON E. PARKER +2980

DATE: _____; ORDINANCE NUMBER: _____; AREA: 98.038 ACRES
CHICOD TOWNSHIP, PITT COUNTY, NORTH CAROLINA



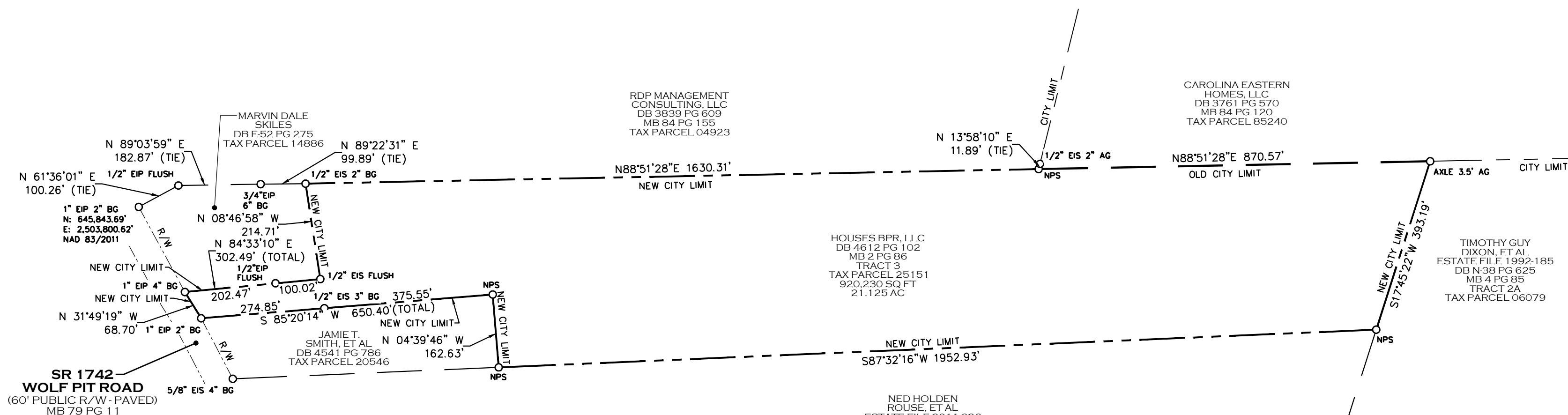
SURVEYOR NOTES:

1. NO GEODETIC MONUMENT WAS FOUND WITHIN 2000' OF THE SUBJECT PROPERTY.
2. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND MEASUREMENTS IN US SURVEY FEET, UNLESS OTHERWISE NOTED. AREAS ARE BY COORDINATE COMPUTATION.
3. REFERENCES ON THE FACE OF THE MAP WERE ACQUIRED FROM THE PITT COUNTY REGISTER OF DEEDS.
4. THE SUBJECT PARCEL SHOWN HEREON LIES IN FLOOD ZONE X (MINIMAL FLOOD RISK) PER FEMA FIRM PANEL 3720560400K EFFECTIVE DATE 07/07/2014.
5. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY MATTERS THAT A FULL TITLE SEARCH DISCLOSES.

BASIS OF BEARINGS
NC GRID NAD83 (NSRS 2011)

SURVEY LEGEND

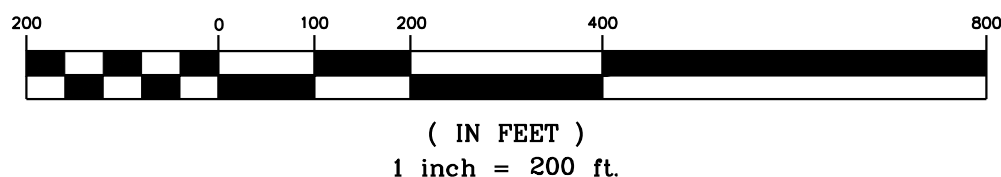
Adjoiner Line	---
Iron Property Corner	○
Existing Iron Pipe	EIP
Existing Iron Stake	EIS
No Point Set	NPS
Set Iron Pipe	SIP
Below Grade	BG
Above Grade	AG
Deed Book	DB
Map Book	MB
Page Number	PG
Right of Way	R/W



ANNEXATION LEGEND

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

GRAPHIC SCALE



HOUSES BPR, LLC PROPERTY

REFERENCE: BEING THE PROPERTY DESCRIBED IN DEED BOOK 4612, PAGE 102 OF THE PITT COUNTY REGISTRY.



SURVEYED: CRG/JLS	APPROVED: CRG
DRAWN: JGG	DATE: 09/29/2025
CHECKED: CRG	SCALE: 1" = 200'

MAP NO.	PLATS RECORDED	BOOK	PAGE
	THAD WILLIAMS FARM, LOT 3	2	86

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

DATE: _____ ORDINANCE NO.: _____ AREA: 21.125 ACRES

CHICOD TOWNSHIP, PITT COUNTY, NC

CERTIFICATION

I, CALE R. GALLOWAY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 4612, PAGE 102, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____, PAGE _____, OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THE GLOBAL POSITIONING SYSTEM OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONAL ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT THE CLASS "A" ACCURACY CLASSIFICATION (95% CONFIDENCE) AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS SURVEY:

POSITION ACCURACY: DOES NOT EXCEED 0.07'
TYPE OF GPS FIELD PROCEDURE: VRS
DATE(S) OF SURVEY: 09/22 & 09/26, 2025
DATUM/EPOCH: NAD 83/2011
PUBLISHED/FIELD CONTROL MONUMENTS USED: VRS
GEOID MODEL: GEOID 12B
COMBINED GRID FACTOR: 0.999896161
UNITS: US SURVEY FOOT
THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED.

SIGNED _____ REGISTRATION NO. L-5352

I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(1)(c1), THE SURVEY IS OF AN EXISTING PARCEL OF LAND AND ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

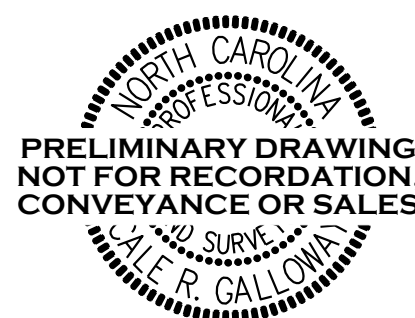
WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE _____

DAY OF _____, 2025.

REVIEW OFFICER'S CERTIFICATE

I, _____, A REVIEW OFFICER OF PITT COUNTY, N.C. CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____





City of Greenville, North Carolina

Meeting Date: 12/11/2025

Title of Item: Ordinance requested by RDP Management Consulting, LLC and Houses BPR, LLC to rezone 119.163 acres located on the southern right-of-way of Mills Road and eastern right-of-way of Wolf Pit Road and being 1,300+/- feet east of Ivy Road from RA (Rural-Agricultural - Pitt County's Jurisdiction) to R9S (Residential-Single-Family)

Explanation: **Required Notices:**

- Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on October 7, 2025.
- On-site sign(s) posted on October 7, 2025.
- City Council public hearing notice (property owner and adjoining property owner letter) mailed on November 25, 2025.
- Public hearing legal advertisement published on November 29, 2025 and December 6, 2025.

Comprehensive Plan:

The Future Land Use and Character Map recommends Traditional Neighborhood, Low-Medium (TNLM) south of Mills Road and east of Ivy Road continuing east.

Traditional Neighborhood, Low-Medium Density

Residential area with a mix of housing types on small lots with a single-family neighborhood appearance. Traditional neighborhoods should have a walkable street network of small blocks, a defined center and edges, and connections to surrounding development.

Intent:

- Provide streetscape features such as sidewalks, street trees, and lighting

- Introduce neighborhood-scale commercial centers at key intersections

Primary uses:

Single-family residential

Two-family residential

Attached residential (townhomes)

Secondary uses:

Multi-family residential

Small-scale institutional/civic (churches and school)

Thoroughfare/Traffic Report Summary (Engineering Department):

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 2,301 trips to and from the site on Mills Road, which is net increase of 1,585 additional trips per day (over current zoning).

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 990 trips to and from the site on Ivy Road, which is net increase of 678 additional trips per day (over current zoning).

During the review process, measures to mitigate the traffic will be determined. A Traffic Impact Analysis (TIA) will most likely be required.

History/Background:

This property is located in Pitt County's Jurisdiction.

Existing Land Uses:

Woodland

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

The subject property was not included in the Watershed Master Plan study area. The property drains to the Indian Wells Swamp (Neuse Basin). If stormwater rules apply, it would require 10-year detention and nitrogen reductions required.

The property is not located in the Special Flood Hazard Area. There may be jurisdictional wetlands, streams, and buffers on the property.

Surrounding Land Uses and Zoning (in Pitt County's Jurisdiction unless otherwise noted):

North: RA - Scattered single-family residences

South: RA - One (1) single-family residence and farmland

East: R9S (Greenville's Jurisdiction) - Approved preliminary plat for Mills Parks (211 single-family lots) and farmland

West: RA - Farmland and woodland; RR - Randolph Mobile Home Park, farmland and woodland

Density Estimates:

Under the current zoning, the site could accommodate 100-110 single-family lots.

Under the proposed zoning, the site could accommodate 340-350 single-family lots.

The anticipated build-out is within 3-5 years.

Fiscal Note:

No cost to the City.

Recommendation:

In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Therefore, staff recommends approval.

The Planning and Zoning Commission voted (7:1) to deny the request at its October 21, 2025 meeting.

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

If City Council determines to approve the request, a motion to adopt the attached rezoning 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 rezoning request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

"Motion to deny the proposed amendment and to make a finding and determination that, although the rezoning request is consistent with the comprehensive plan, there is a more appropriate zoning classification and, therefore, denial is reasonable and in the public interest."

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 districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

ATTACHMENTS

- ☐ **Ordinance RDP Management Consulting_ LLC and Houses BPR_ LLC Rezoning.DOC**
- ☐ **Text Excerpt RDP Management Consulting, LLC and Houses BPR, LLC Rezoning.pdf**
- ☐ **RDP Management Consulting, LLC and Houses BPR, LLC APO Map.pdf**
- ☐ **RDP Management Consulting, LLC Rezoning Survey.pdf**
- ☐ **Houses BPR, LLC Rezoning Survey.pdf**
- ☐ **Existing Uses RA (Pitt County Zoning).pdf**
- ☐ **Proposed Zoning R9S (City Zoning).pdf**
- ☐ **Traffic Report RDP and Houses BPR.pdf**
- ☐ **Density and Veg Charts.pdf**

ORDINANCE NO. 25-
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 6, Chapter 160D, 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 11th day of December, 2025, at 6:00 p.m., 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 applicable provisions of North Carolina General Statute 160D-605, 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 160D-605, 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, Policy 1.1.1 guide development with the Future Land Use and Character Map and Policy 1.1.6 guide development using the Tiered Growth Approach; and

WHEREAS, as a further explanation as to why the action taken is reasonable and in the public interest in compliance with the applicable provisions of North Carolina General Statute 160D-605, 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 because the requested zoning is consistent with the recommended Future Land Use and Character Map and is located in a Secondary Service Area;

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

Section 1. That the following described territory is rezoned from RA (Rural Agricultural – Pitt County’s Jurisdiction) to R9S (Residential-Single-Family).

TO WIT: RDP Management Consulting, LLC

LOCATION: Located on the southern right-of-way of Mills Road and eastern right-of-way of Wolf Pit Road and being 1,300+/- feet east of Ivy Road.

DESCRIPTION: Beginning at a point located in the southern right of way of NCSR 1774 – Mills Road said point being the northwest corner of the Chambers G. Paramore, Jr. property as recorded in deed book 1292, page 631 of the Pitt County Registry and being further located N 64-13-27 W – 2141.21' from the centerline intersection of NCSR 1774 – Mills Road and NCSR 1772 – Hudsons Crossroads Road, thence from said point of beginning S 25-01-43 W – 351.20', thence S 76-50-36 E – 112.58', thence S 74-12-28 E – 138.81', thence S 45-33-29 W – 867.62', thence S 39-26-35 E – 645.64', thence S 51-08-00 E – 183.40', thence S 62-23-41 E – 786.71', thence S 36-39-02 W – 775.25', thence S 19-58-04 W – 710.07', thence N 85-22-07 W – 1914.04', thence S 67-40-50 W – 102.49', thence N 22-16-03 W – 52.09', thence N 23-18-51 W – 50.00', thence N 67-40-50 E – 252.80', thence S 85-22-07 E – 150.00', thence N 12-47-12 E – 2263.95', thence N 31-17-06 E – 428.73', thence S 50-45-55 E – 50.31', thence N 25-28-59 E – 400.44', thence S 64-51-03 E – 113.29', thence S 64-54-08 E – 109.97', thence S 65-09-29 E – 109.88', thence S 65-00-54 E – 219.38', thence N 25-01-28 E – 351.20', thence S 64-59-52 E – 60.14' to the point of beginning containing 98.038 acres.

Section 2. That the following described territory is rezoned from RA (Rural Agricultural – Pitt County's Jurisdiction) to R9S (Residential-Single-Family).

TO WIT: Houses BPR, LLC

LOCATION: Located on the eastern right-of-way of Wolf Pit Road and being 2,500+/- feet southeast of Ivy Road.

DESCRIPTION: Commencing at an iron pipe located along the eastern right-of-way of SR 1742, Wolf Pit Road, said iron pipe having North Carolina State Plane grid coordinates of Northing 645,843.69' and Easting 2,503,800.62' (NAD 83/2011 datum) and also being the northwest property corner of the Marvin Dale Skiles property as recorded in Deed Book E-52, Page 275 of the Pitt County Registry; thence from said iron pipe and following along the northern property line of said Skiles property N 61°36'01" E, 100.26' to an iron pipe; thence N 89°03'59" E, 182.87' to an iron pipe; thence N 89°22'31" E, 99.89' to an iron stake, said iron stake being the northeast property corner of said Skiles property and being the Point of Beginning for this description: Thence from said Point of Beginning N 88°51'28" E, 1,630.31' to a point; thence N 88°51'28" E, 870.57' to an axle, said axle being located at the northwest property corner of the Timothy Guy Dixon, Et al property as described in Deed Book N-38, Page 625 and as shown in Map Book 4, Page 85, Tract 2A; thence from said axle and following along the western property line of said Dixon property S 17°45'22" W, 393.19' to a point; thence leaving said Dixon line S 87°32'16" W, 1,952.93' to a point, said point being the southeast property corner of the Jamie T. Smith, Et al property as described in Deed Book 4541, Page 786; thence from said point and following along the eastern property line of said Smith property N 04°39'46" W, 162.63' to a point, said point being the northeast property corner of said Smith property; thence S 85°20'14" W, 375.55' along the northern line of said Smith property to an

iron stake; thence continuing S 85°20'14" W, 274.85' to an iron pipe, said iron pipe being the northwest property corner of said Smith property and being located along the eastern right-of-way of SR 1742, Wolf Pit Road; thence from said iron pipe and following along the eastern right-of-way of SR 1742, Wolf Pit Road, N 31°49'19" W, 68.70' to an iron pipe, said iron pipe being located at the southwest property corner of said Skiles property; thence from said iron pipe, leaving said SR 1742, Wolf Pit Road right-of-way and following along the southern property line of said Skiles property N 84°33'10" E, 202.47' to an iron pipe; thence continuing N 84°33'10" E, 100.02' to an iron stake, said iron stake being located at the southeast property corner of said Skiles property; thence from said iron stake N 08°46'58" W, 214.71' to an iron stake, the Point of Beginning, containing 21.125 acres more or less and being the property described in Deed Book 4612, Page 102 and a portion of the property as shown in Map Book 2, Page 86, Tract 3 of the Pitt County Registry.

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

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

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

ADOPTED this 11th day of December, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1208771

Excerpt from the draft Planning & Zoning Commission Minutes (10/21/2025)

2. REQUEST BY RDP MANAGEMENT CONSULTING, LLC AND HOUSES BPR, LLC TO REZONE 119.163 ACRES LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF MILLS ROAD AND EASTERN RIGHT-OF-WAY OF WOLF PIT ROAD AND BEING 1,300+/- FEET EAST OF IVY ROAD FROM RA (RURAL-AGRICULTURAL - PITT COUNTY'S JURISDICTION) TO R9S (RESIDENTIAL-SINGLE-FAMILY).

*SINCE THE PROPERTY IS LOCATED IN PITT COUNTY'S JURISDICTION, AN ANNEXATION PETITION HAS BEEN SUBMITTED AND WILL BE CONSIDERED BY CITY COUNCIL AT THE SAME MEETING AS THIS REZONING REQUEST.

Chris Kelly, Planner II, presented on behalf of City Staff. Currently this property is located in Pitt County's Jurisdiction. The applicant has also petitioned for voluntary annexation. The annexation request and this rezoning request for the property will both be at next month's City Council meeting. Based on the traffic volume report generated for this request, the current zoning could generate 1,037 trips per day. The proposed zoning could generate 3,300 trips per day, which is a net increase of 2,263 trips per day. During the development review process, measures to mitigate traffic will be determined. A traffic impact analysis will most likely be required. For the traffic volume report, the increase of 2,263 trips were split between the two adjacent roadways by 70% on Mills Road and 30% on Ivy Road, with both roadways currently being below design capacity. For Mills Road, an increase of 1,585 additional trips per day would represent an increase of 36% for average daily trips, with the current capacity of Mills Road being 28%. For Ivy Road, an increase of 678 additional trips per day would represent an increase of 26% for average daily trips, with the current capacity of Ivy Road being 18%. The subject property was not included in the Watershed Master Plan study area. The property drains to the Indian Wells Swamp. If stormwater rules apply, it would require 10-year detention and nitrogen reductions required. The property is not located in the Special Flood Hazard Area. There may be jurisdictional wetlands, streams, and buffers on the property. Under the current zoning of RA, the property could accommodate 100-110 single-family lots. Under the proposed zoning of R9S, the property could accommodate 340-350 single-family lots. The Future Land Use and Character Map recommends Traditional Neighborhood, Low-Medium density (TNLM) south of Mills Road and east of Ivy Road continuing east. In staff's opinion the requested zoning is in compliance with the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Therefore, staff recommends approval.

Chair Collins opened the public hearing.

Ken Malpass, Malpass and Associates, spoke in favor of the request.

Sylvia Fuller, citizen, spoke in opposition of the request.

Janice Williams, citizen, spoke in opposition of the request.

Bobby O'Daniel, citizen, spoke in opposition of the request.

Holden Rouse, citizen, spoke in opposition of the request.

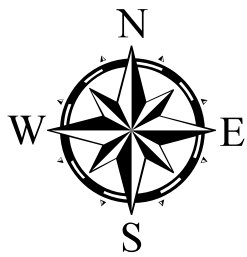
Patty O'Daniel, citizen, spoke in opposition of the request.

Chair Collins closed the public hearing and opened board discussion.

Motion made by Mr. Self, seconded by Mr. Woodmansee, to recommend approval of the proposed amendment, to advise that it is consistent with the comprehensive plan and to adopt the staff report which

addresses plan consistency and other matters. Voting in Favor: Woodmansee. Voting in Opposition: Remington, Arcuri, Carter, White, Self, Thomas, Royal. Motion failed 1 to 7.

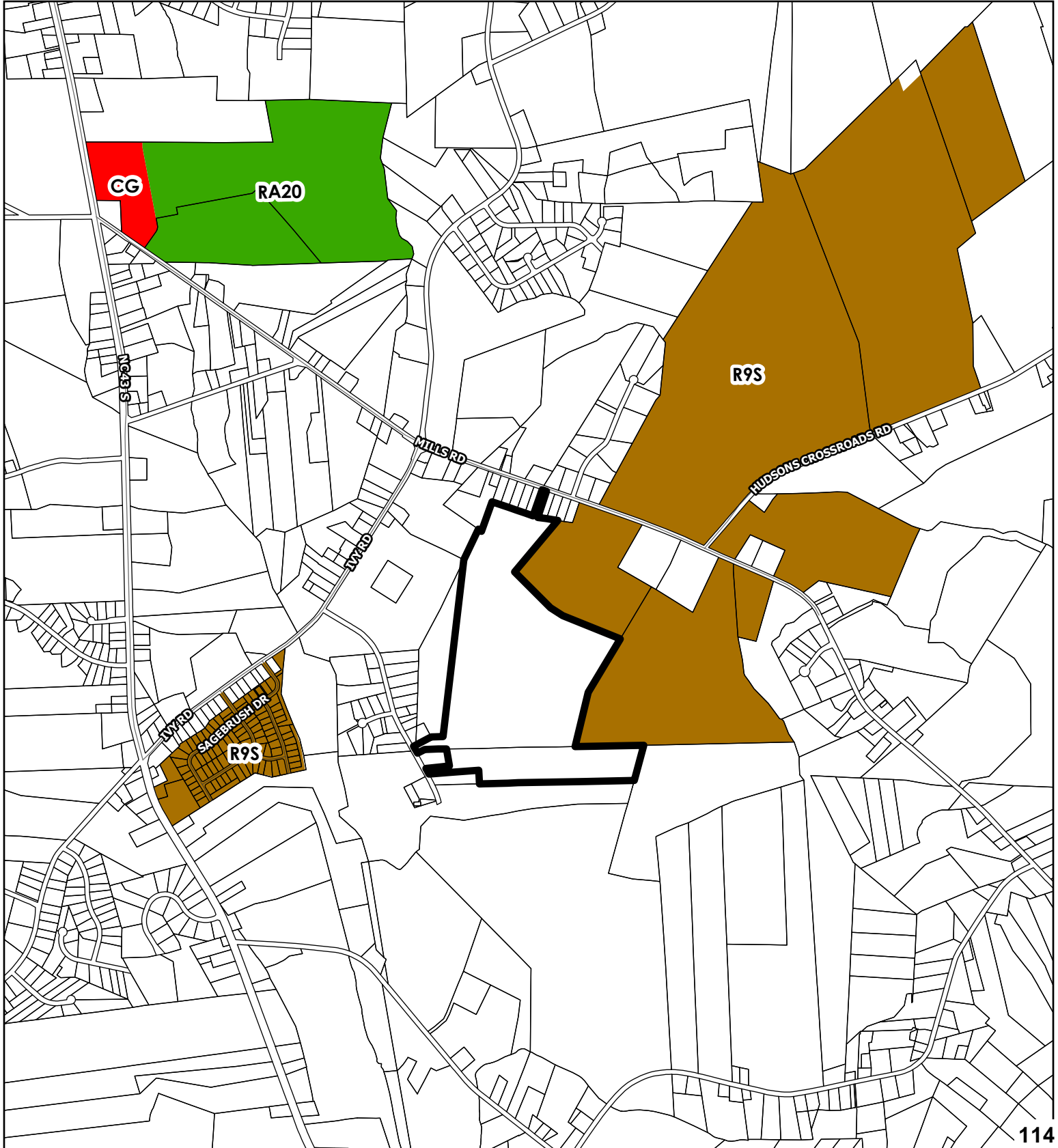
Motion made by Mr. Arcuri, seconded by Mr. Remington, to recommend denial of the proposed amendment, to advise that, although the proposed amendment is consistent with the comprehensive plan, there is a more appropriate zoning classification, and to adopt the staff report which addresses plan consistency. Voting in Favor: Remington, Arcuri, Carter, White, Self, Thomas, Royal. Voting in Opposition: Woodmansee. Motion passed 7 to 1.

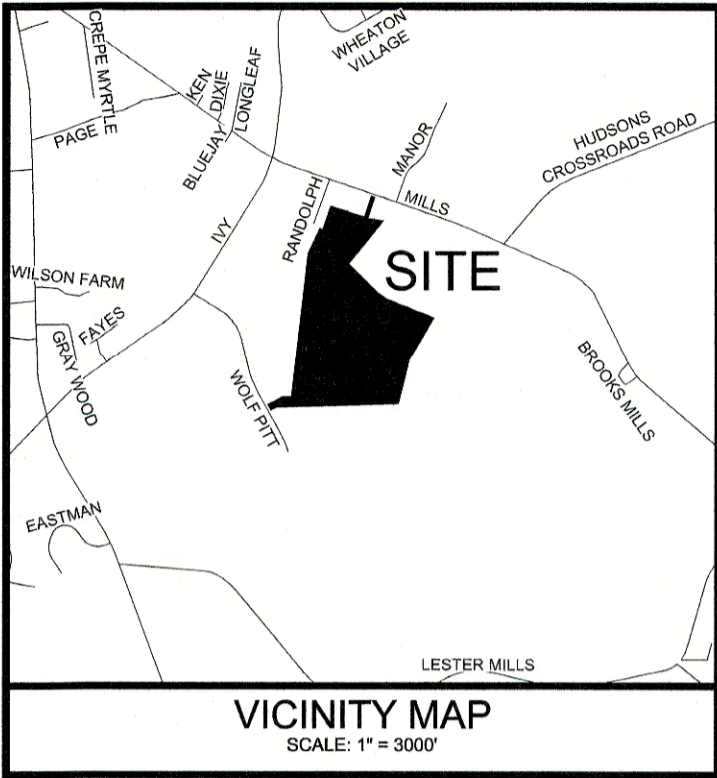


0 1,000 2,000 Feet

RDP Management Consulting, LLC
and Houses BPR, LLC
From: RA (County)
To: R9S
Acres: 119.163
October 21, 2025

Disclaimer: The GIS data which City of Greenville distributes may not be suitable for other purposes or uses. This data is for informational purposes only and should not be substituted for a true title search, property appraisal, survey, or for zoning verification. All GIS data sets are provided "as is" with no warranty. Please consult primary sources before making any decisions or taking any action.

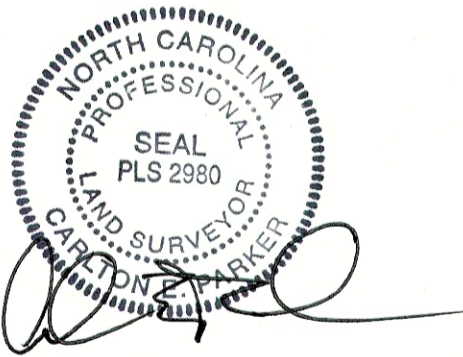




LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 64°51'03" E	113.29'
L2	S 64°54'06" E	109.97'
L3	S 65°09'29" E	109.88'
L4	S 65°00'55" E	219.38'
L5	N 25°01'28" E	351.20'
L6	S 64°59'52" E	60.14'
L7	S 25°01'43" W	351.20'
L8	S 76°50'36" E	112.58'
L9	S 74°12'28" E	138.81'
L10	S 67°40'50" W	102.49'
L11	N 22°16'03" W	52.09'
L12	N 23°18'51" W	50.00'
L13	S 85°22'07" E	150.00'
L14	S 50°45'55" E	50.31'



ADJACENT PROPERTY OWNERS LIST			
(2.8) ROSE L. WILLIAMS EDWARDS PARCEL #06782 DB 3E, PG 379 MB DB J40, PG 34 RR	(5.11) MICHAEL GRAY and wife, PAMELA GRAY PARCEL #17536 DB 3155 PG 269 MB DB J40, PG 34 RR	(C) BOBBY W. O'DANIEL and wife, PATRICIA A. O'DANIEL PARCEL #27167 DB 2104, PG 649 RR	
(3.9) MICHAEL ALLEN WOOLVERTON and wife, JEANNE WOOLVERTON PARCEL #25320 DB 1079, PG 556 MB DB J40, PG 34 RR	(6.12) STEVIE WAYNE YATES II and, AMBER GAIL SCOTT PARCEL #04886 DB 3248 PG 281 MB DB J40, PG 34 RR	(D) SYLVIA CARRAWAY FULLER PARCEL #28266 DB 860, PG 690 RR	
(4.10) CELIA TELLES PEREZ PARCEL #10041 DB 4604, PG 123 MB DB J40, PG 34 RR	(A) CHAMBERS G. PARMAMORE JR. PARCEL #26307 DB 1292 PG 631 RR	(B) VICKIE SCOTT PARCEL #26744 E FILE 2007, PG 699 RR	

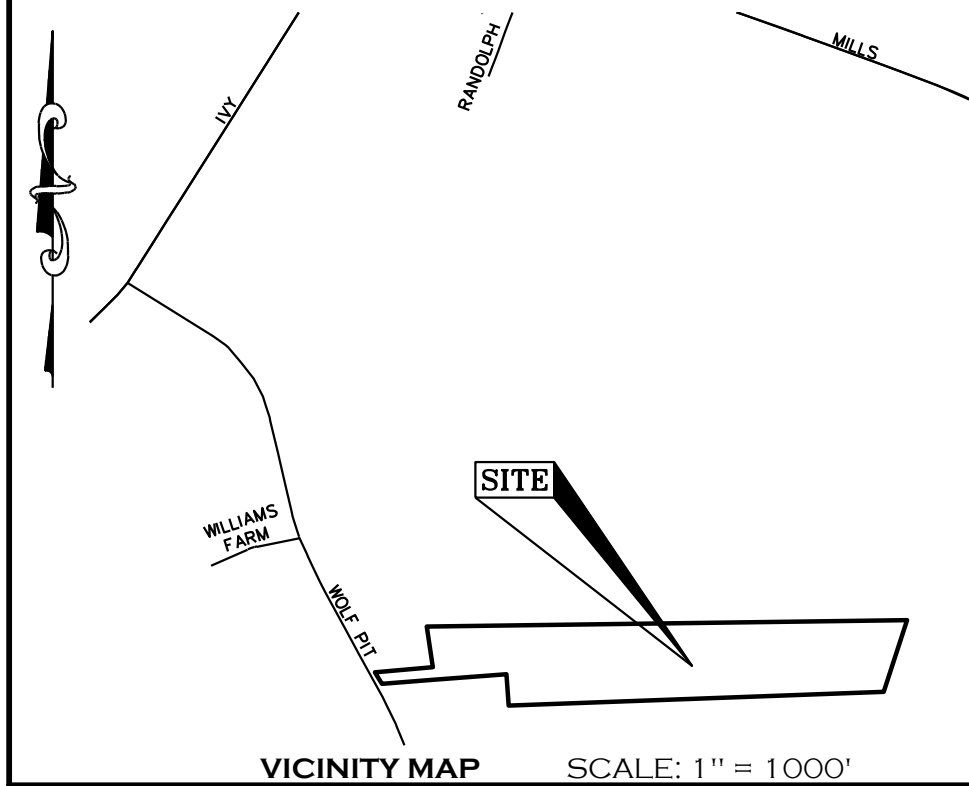


REZONING MAP FOR RDP MANAGEMENT CONSULTING, LLC		
PROPERTY REFERENCED IN DEED BOOK 3839, PAGE 609 OF THE PITT COUNTY REGISTRY		
CHICOD TOWNSHIP	PITT COUNTY	NORTH CAROLINA
OWNER(S): RDP MANAGEMENT CONSULTING, LLC		
ADDRESS: 1003 RED BANKS RD GREENVILLE NC 27858		
PHONE: (252) 531-5824		
MALPASS & ASSOCIATES 1645 E. ARLINGTON BLVD., SUITE D GREENVILLE, N.C. 27858 (252) 756-1780		
SURVEYED:	N/A	DATE: 10/2/2025
APPROVED:	CEP	SCALE: SCALE: 1"= 300'
DRAWN:	MAH	SHEET: 1 OF 1

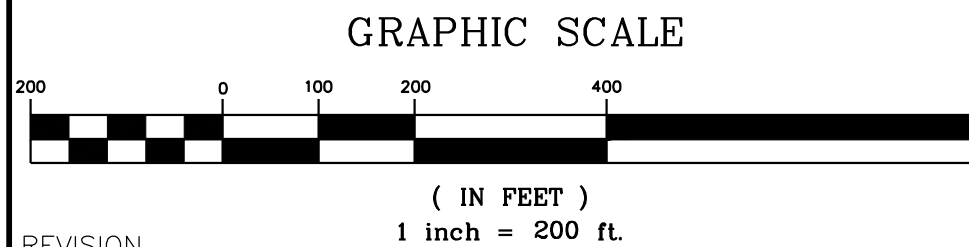
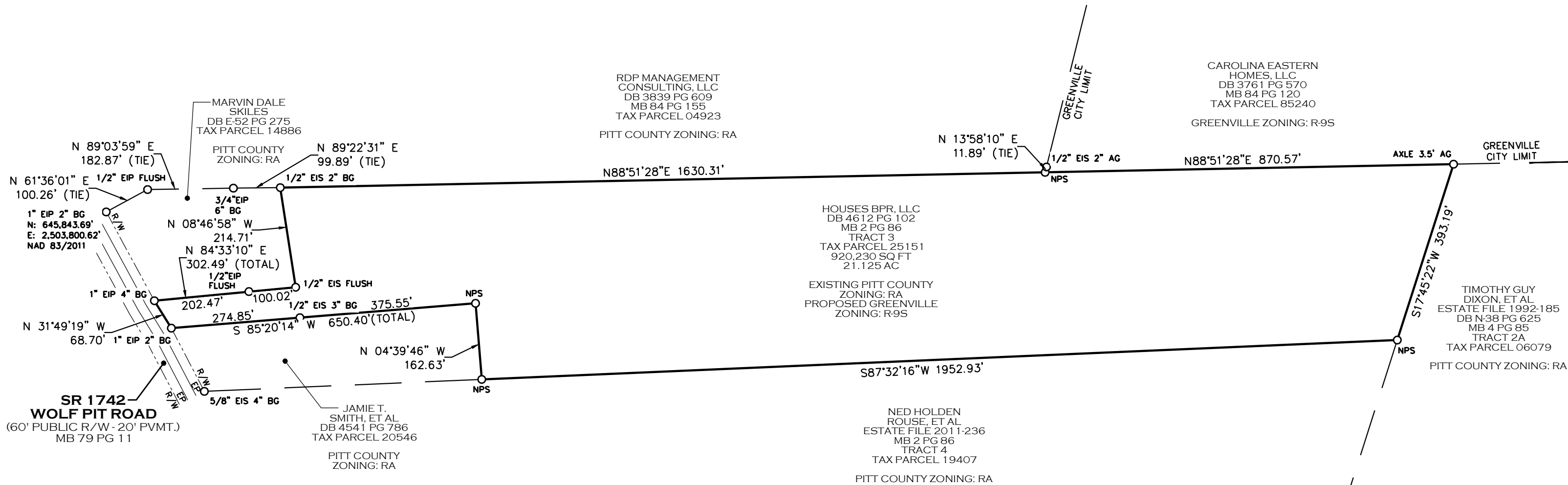


Table with 2 columns: Survey Legend items (Property Line, Adjoiner Line, etc.) and their corresponding symbols or abbreviations.

BASIS OF BEARINGS
NC GRID NAD83 (NSRS 2011)



- SURVEYOR NOTES:**
- 1. NO GEODETIC MONUMENT WAS FOUND WITHIN 2000' OF THE SUBJECT PROPERTY.
 - 2. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND MEASUREMENTS IN US SURVEY FEET, UNLESS OTHERWISE NOTED. AREAS ARE BY COORDINATE COMPUTATION.
 - 3. REFERENCES ON THE FACE OF THE MAP WERE ACQUIRED FROM THE PITT COUNTY REGISTER OF DEEDS.
 - 4. THE SUBJECT PARCEL SHOWN HEREON LIES IN FLOOD ZONE X (MINIMAL FLOOD RISK) PER FEMA FIRM PANEL 3720560400K EFFECTIVE DATE 07/07/2014.
 - 5. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY MATTERS THAT A FULL TITLE SEARCH DISCLOSES.



CERTIFICATION

I, CALE R. GALLOWAY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 4612, PAGE 102, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK, PAGE, OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THE GLOBAL POSITIONING SYSTEM OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONAL ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT THE CLASS "A" ACCURACY CLASSIFICATION (95% CONFIDENCE) AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS SURVEY:

POSITION ACCURACY: DOES NOT EXCEED 0.07'
TYPE OF GPS FIELD PROCEDURE: VRS
DATE(S) OF SURVEY: 09/22 & 09/26, 2025
DATUM/EPOCH: NAD 83/2011
PUBLISHED/FIELD CONTROL MONUMENTS USED: VRS
GEOID MODEL: GEOID 12B
COMBINED GRID FACTOR: 0.999886161
UNITS: US SURVEY FOOT
THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED.

SIGNED _____, 2025.

I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(11)(c1). THE SURVEY IS OF AN EXISTING PARCEL OF LAND AND ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE _____ DAY OF _____, 2025.



PROPERTY OWNER:
HOUSES BPR, LLC
1003 RED BANKS ROAD
GREENVILLE, NC 27858

REZONING MAP
SITE LOCATION:
0 WOLF PIT ROAD
TAX PARCEL #25151
GREENVILLE, NORTH CAROLINA
CHICOD TOWNSHIP, PITT COUNTY
PREPARED FOR:
HOUSES BPR, LLC

GALLOWAY PLLC
GEOSPATIAL
INFORMATICS & SURVEYING
463 Second Street - Ayden - NC - 28513
252-565-2657 - NC FIRM # P-2153

Title Search	N/A	Date	10/03/2025	Proj. ID	2025091902
Surveyed By	CRG/JLS	Scale	1" = 200'	Sheet No.	1 OF 1
Survey Date(s)	09/22/2025				
Field Book	XXX				

Existing Zoning

RA (Rural Agricultural) Pitt County Zoning

AGRICULTURE-RELATED USES

Agricultural Productions (livestock)
Agricultural Productions (crops)
Animal Aquaculture
Animal Livestock Services
Animal Specialty Services, except Animal Shelters
Fish Hatchery
Forestry
Veterinary Service, Livestock

MINING USES

Mining, Quarrying, Sand Pits, and Mineral Extraction

RESIDENTIAL USES

Bed and Breakfast Inn
Family Care Home
Group Care Facility
Halfway House
Manufactured Home on Individual Lot
Manufactured Home Park, Minor (5 or less units)
Modular Home
Single-Family Detached Dwelling

ACCESSORY USES AND STRUCTURES

Accessory Dwelling Unit
Accessory Structures and Buildings (Noncontiguous)
Accessory Uses and Structures (customary)
Caretaker Dwelling
Communication Tower Under 60' in Height
Emergency Shelter
Home Occupation
Rural Family Occupation
Satellite Dish Antenna
Solar Collector, Accessory
Swimming Pool
Temporary Health Care Structure
Wind Energy Facility, Accessory

RECREATIONAL USES

Amusement or Water Parks, Fairgrounds
Athletic Fields
Civic, Social, and Fraternal Associations
Country Club with Golf Course
Golf Course
Private Campground/RV Park
Private Club or Recreation Facility, Other
Public Park or Recreational Facility, Other

Race Track Operation
Recreational Vehicles
Riding Academy
Shooting Range, Outdoor
Swim and Tennis Club

EDUCATIONAL AND INSTITUTIONAL USES

Ambulance Service
Cemetery or Mausoleum on Same Property as Church
Cemetery or Mausoleum Not on Same Property as Church
Church or Other Place of Worship
College, University, Technical Institute
Miscellaneous Educational Services
Day Care Center, Adult and Child
Dare Care Facility, Residential
Elementary or Secondary School
Fire Station/Emergency Medical Service
Library
Nursing and Convalescent Home
Orphanage
Law Enforcement Substation
Retreat/Conference Center
Tutoring/Mentoring Center (less than 5 students)

BUSINESS, PROFESSIONAL and PERSONAL SERVICES

Blacksmith
Kennels or Pet Grooming
Landscape and Horticultural Services
Oversized Vehicle Parking (Commercial)
Pet Cemetery/Crematorium
Taxidermist
Veterinary Clinic
Wedding/Event Facility
Welding Shop

RETAIL TRADE

Convenience Store
Farm Supplies and Equipment
Garden Center or Retail Nursery
Hardware Store
Restaurant (without drive-thru)
Service Station, Gasoline Sales

WHOLESALE TRADE

Agricultural Chemicals, Pesticides or Fertilizers
Agricultural Products, Other Including Tobacco Auction Warehousing
Animals and Animal Products, Other
Farm Supplies, Other

Flowers, Nursery Stock and Florist Supplies
Forest Products
Grain and Field Beans
Livestock
Lumber and Other Construction Materials
Machinery, Farm and Garden
Minerals
Tobacco and Tobacco Products

TRANSPORTATION, WAREHOUSING AND UTILITIES

Airport or Air Transportation Facility
Data Processing Facility (Large Scale)
Farm Product Warehousing and Storage
Landfill, Construction and Demolition
Landfill, Land Clearing and Inert Debris
Landfill, Sanitary/Solid Waste
Landing Strip, Flying Field
Marina
Radio, Television or Communication Tower Over 60' In Height
Sewage Treatment Plant
Solar Energy Facility
Solid Waste Disposal (non-hazardous)
Utility Lines
Utility Related Appurtenances
Water Treatment Plant

MANUFACTURING and INDUSTRIAL USES

Contractors (no outside storage)
Contractors, General Building
Contractors, Special Trade
Cotton Gin
Grain Mill Products
Salvage Yards, Auto Parts
Sawmill or Planing Mills

OTHER USES

Animal Shelter
Arts and Craft Shows
Automobile Parking On Same Lot As Principal Use
Carnivals and Fairs
Christmas Tree Sales
Concerts, Stage Shows
Emergency Shelter
Horse Shows
Outdoor Flea Markets
Outdoor Fruit and Vegetable Markets
Outdoor Religious Events
Special Temporary Event

Temporary Construction, Storage or Office; Real Estate Sales or Rental Office (with concurrent building permit for permanent building)

Temporary Emergency, Construction, and Repair Residence

Turkey Shoots

PROPOSED ZONING	
R9S (RESIDENTIAL-SINGLE-FAMILY) - 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 homes (see also 9-4-103)
q.	Room renting
(3) Home Occupations - None	
(4) Governmental	
b.	City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
g.	Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None	
(8) Services	
o.	Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
c.	Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
R9S (RESIDENTIAL-SINGLE-FAMILY) - SPECIAL USES	
(1) General - None	
(2) Residential - None	
(3) Home Occupations	
a.	Home occupation; not otherwise listed
(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining	
l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
a.	Golf course; 18-hole regulation length (see also section 9-4-103)
a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
c(1).	Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None	
(8) Services	

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; nursery and kindergarten (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	

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 25-06

Applicant: RDP Management Consulting, LLC and Houses BPR, LLC

Property Information

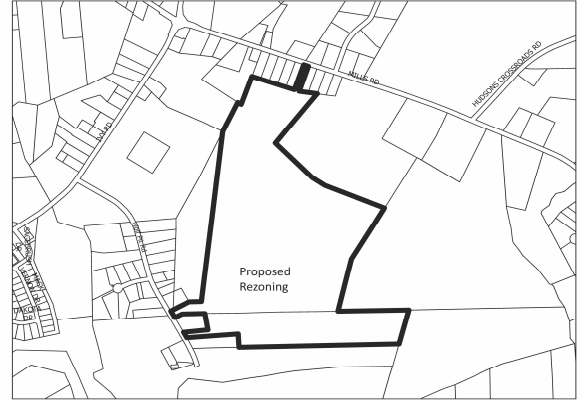
Current Zoning: RA (Rural Agricultural - Pitt County Jurisdiction)

Proposed Zoning: R9S (Residential-Single-Family)

Current Acreage: 121.416 acres

Location: Mills Rd, east of Ivy Rd

Points of Access: Mills Rd, Ivy Rd via Wolf Pit Rd



Location Map

Transportation Background Information

1.) Mills Rd- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	two lanes - paved shoulder	no change
Right of way width (ft)	60	no change
Speed Limit (mph)	55	no change
Current ADT:	4,350 (*)	
Design ADT:	15,300 vehicles/day	15,300 vehicles/day (**)
Controlled Access	No	
Thoroughfare Plan Status:	Minor Thoroughfare	
Other Information:	There are no sidewalks along Mills Rd that service this property.	

Notes: (*) 2022 NCDOT count adjusted for a 2% annual growth rate
(**) Traffic volume based an operating Level of Service D for existing geometric conditions
ADT – Average Daily Traffic volume

Transportation Improvement Program Status: No Planned Improvements.

2.) Ivy Rd- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	two lanes - paved shoulder	no change
Right of way width (ft)	60	no change
Speed Limit (mph)	50	no change
Current ADT:	2,655 (*)	
Design ADT:	15,000 vehicles/day (**)	15,000 vehicles/day (**)
Controlled Access	No	
Thoroughfare Plan Status:	Minor Thoroughfare	
Other Information:	There are no sidewalks along Ivy Rd that service this property.	

Notes: (*) 2022 NCDOT count adjusted for a 2% annual growth rate
(**) Traffic volume based an operating Level of Service D for existing geometric conditions
ADT – Average Daily Traffic volume

Transportation Improvement Program Status: No Planned Improvements.

Trips generated by proposed use/change**Current Zoning: 1,037** -vehicle trips/day (*)**Proposed Zoning: 3,300** -vehicle trips/day (*)**Estimated Net Change: increase of 2263 vehicle trips/day (assumes full-build out)**

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

Impact on Existing Roads**The overall estimated trips presented above are distributed based on current traffic patterns. The estimated ADTs on Mills Rd and Ivy Rd are as follows:****1.) Mills Rd, West of Site (50%):****“No build” ADT of 4,350**

Estimated ADT with Proposed Zoning (full build) – 6,000

Estimated ADT with Current Zoning (full build) – 4,869

Net ADT change = 1,132 (23% increase)**2.) Mills Rd, East of Site (20%):****“No build” ADT of 4,350**

Estimated ADT with Proposed Zoning (full build) – 5,010

Estimated ADT with Current Zoning (full build) – 4,557

Net ADT change = 453 (10% increase)**3.) Ivy Rd, North of Site (15%):****“No build” ADT of 2,655**

Estimated ADT with Proposed Zoning (full build) – 3,150

Estimated ADT with Current Zoning (full build) – 2,811

Net ADT change = 339 (12% increase)**4.) Ivy Rd, South of Site (15%):****“No build” ADT of 2,655**

Estimated ADT with Proposed Zoning (full build) – 3,150

Estimated ADT with Current Zoning (full build) – 2,811

Net ADT change = 339 (12% increase)**Staff Findings/Recommendations**

Based on possible uses permitted by the requested zoning, the proposed zoning classification could generate 2310 trips to and from the site on Mills Rd, which is a net increase of 1585 additional trips per day.

Based on possible uses permitted by the requested zoning, the proposed zoning classification could generate 990 trips to and from the site on Ivy Rd, which is a net increase of 678 additional trips per day.

During the review process, measures to mitigate the traffic will be determined. A traffic impact analysis will most likely be required.

RESIDENTIAL DENSITY CHART

Density Level	Future Land Use and Character Type	Applicable Zoning District(s)	Units per Acre***
High	Uptown Edge (UE)	CDF and CD*	17 units per acre
	Mixed Use, High Intensity (MUHI)	OR	17 units per acre
		R6, MR	17 units per acre
	Residential, High Density (HDR)	R6, MR, OR	17 units per acre
		R6MH	17 units per acre
	Medical-Transition (MT)	MR	17 units per acre
High to Medium	Mixed Use (MU)	OR	17 units per acre
		R6, MR	17 units per acre
		R6A	9 units per acre
	Uptown Neighborhood (UN)	R6S	7 units per acre
	Traditional Neighborhood, Medium-High Density (TNMH)	R6	17 units per acre
		R6A	9 units per acre
		R6S	7 units per acre
Medium to Low	Traditional Neighborhood, Low-Medium Density (TNLM)	R9	6 units per acre
		R9S	5 units per acre
		R15S	3 units per acre
	Residential, Low-Medium Density (LMDR)	R9S	5 units per acre
		R15S	3 units per acre
		RA20	4 units per acre
		MRS	4 units per acre

* The residential density of the CD zoning district is based on the size of the mechanically conditioned floor area. See Section 9-4-153 in the City Code for development standards.

*** Maximim allowable density in the respective zoning district.

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.



City of Greenville, North Carolina

Meeting Date: 12/11/2025

Title of Item:

Ordinance requested by Robert Forbes, Jr. and James Forbes to rezone 0.937 acres located along the northern right-of-way of NC 43 N and 500+/- feet east of MacGregor Downs Road from RA20 (Residential-Agricultural) to CG (General Commercial).

Explanation:

Required Notices:

- Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on November 3, 2025.
- On-site sign(s) posted on November 3, 2025.
- City Council public hearing notice (property owner and adjoining property owner letter) mailed on November 25, 2025.
- Public hearing legal advertisement published on November 29, 2025 and December 6, 2025.

Comprehensive Plan:

The Future Land Use and Character Map recommends Mixed Use (MU) at the intersection of NC Hwy 43 N and MacGregor Downs Road, transitioning to Traditional Neighborhood, Medium-High Density (TNMH) to the north and west. Further, potential conservation/open space (PCOS) is recommended for an area of *potential* environmental constraint.

Mixed Use

Small-scale activity centers that contain places to live, work, and shop integrated in a walkable pattern. Mixed use buildings are located close together and near the street. Buildings tend to be smaller than mixed use, high intensity (MUHI), supporting primarily locally-oriented uses and serving as a transition in intensity to nearby neighborhoods.

Intent:

- Vertical mixed-use buildings (residential or office above commercial) as well as various single-use buildings that are integrated in a walkable street pattern
- Accommodate parking on-street, behind or to one side of buildings, or in parking structures; limit curb cuts that break main pedestrian ways; wrap parking structures with other uses or decorative elements; light parking well for safety
- Provide pedestrian and vehicular connection to surrounding development

Primary uses:

Office

Commercial

Multi-family residential

Secondary uses:

Institutional/civic

Traditional Neighborhood, Medium-High Density

Primarily residential area featuring a mix of higher density housing types ranging from multi-family, townhomes, and small-lot single-family detached. They are typically located within a walkable distance to a neighborhood activity center. Traditional neighborhoods should have a walkable street network of small blocks, a defined center and edges, and connections to surrounding development.

Intent:

- Provide streetscape features such as sidewalks, street trees, and lighting
- Allow neighborhood-scale commercial or mixed use centers at key intersections within neighborhoods

Primary uses:

Multi-family residential

Single-family residential attached (townhomes) and detached (small-lot)

Secondary uses:

Institutional (neighborhood scale)

Potential Conservation/Open Space

Potential conservation/open space land is typically located in areas that contain existing parkland, needed land buffers, exhibit potential for flooding, or are deemed inappropriate for development due to physical or environmental barriers. Some land within this area may not contain barriers to development, or there may be reasonable mitigation. Site analysis is needed to determine development capabilities in these areas.

The Future Land Use and Character Map identifies certain areas as potential conservation/open space. Much of this area is designated based upon data on flood-prone land and environmental constraints that may not correspond precisely with conditions on the ground. Seeing an area designated this way is the beginning of a conversation. When considering rezoning requests or other development proposals, some areas classified as potential conservation/open space may be determined not to contain anticipated limitations on development, or that existing concerns can reasonably be mitigated. In such cases, the future preferred land use should be based on adjacent Land Use and Character designations, contextual considerations, and the general policies of the comprehensive plan.

Intent:

- Conserve environmentally-sensitive land
- Buffer incompatible land uses with open space
- Provide open space network through the city for recreation
- Conservation/open space buffers adjacent to industrial development should be maintained at a width based on the type of industry and its potential to create compatibility problems
- Greenways and greenway connectors should be maintained to be consistent with the Greenway Plan.

Thoroughfare/Traffic Report Summary (Engineering Department):

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 108 trips to and from the site on NC 43 N, which is a net increase of 82 additional trips per day (over current zoning).

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

History/Background:

Currently, the existing building is vacant and was historically operated as a recording studio. In 2001, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) as part of a large-scale ETJ extension and was zoned to its current zoning. Therefore, the recording studio became a legal nonconforming use.

On October 9, 2025, the Future Land Use and Character Map was amended from Traditional Neighborhood, Medium-High Density (TNMH) to the current Mixed Use (MU) character.

Existing Land Uses:

2,000+/- square feet of recording studio space.

Water/Sewer:

Water is available to the property. Sanitary sewer is not currently available for the property.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

The property drains to Sam's Branch (Tar River Basin). If stormwater rules apply, it would require 10-year detention, nitrogen and phosphorus reduction.

The property is not located in the Special Flood Hazard Area. There are no jurisdictional wetlands, streams, and buffers on the property.

Surrounding Land Uses and Zoning:

North: RA20 - Approved plat for "Ironwood East" (158 single-family lots)

South: RA20 - Farmland

East: RA20 - Rockspring Free Will Baptist Church

West: RA20 - One single-family residence

Density Estimates:

Under the current zoning, the site currently accommodates 2,000+/- square feet of recording studio space.

Under the proposed zoning, the site could accommodate 2,000+/- square feet of retail space.

The anticipated build-out is within 2-3 years.

Fiscal Note:

No cost to the City.

Recommendation:

In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Therefore, staff recommends approval.

The Planning and Zoning Commission voted unanimously to approve the request

at its November 18, 2025 meeting.

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

If City Council determines to approve the request, a motion to adopt the attached rezoning 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 rezoning request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

"Motion to deny the proposed amendment and to make a finding and determination that, although the rezoning request is consistent with the comprehensive plan, there is a more appropriate zoning classification and, therefore, denial is reasonable and in the public interest."

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 districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

ATTACHMENTS

- ☐ [Ordinance Robert Forbes_ Jr_ and James Forbes Rezoning.DOC](#)
- ☐ [Text_Excerpt_ROBERT_FORBES__JR__AND_JAMES_FORBES.pdf](#)
- ☐ [Robert Forbes Jr and James Forbes APO Map.pdf](#)
- ☐ [Forbes Run Section 2, Lot 3 Plat.pdf](#)
- ☐ [Robert Forbes, Jr. and James Forbes Traffic Report.pdf](#)
- ☐ [RA20 to CG List of Uses.pdf](#)
- ☐ [Density and Veg Charts.pdf](#)

ORDINANCE NO. 25-
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 6, Chapter 160D, 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 11th day of December, 2025, at 6:00 p.m., 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 applicable provisions of North Carolina General Statute 160D-605, 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 160D-605, 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, Policy 1.1.1 guide development with the Future Land Use and Character Map and Policy 1.1.6 guide development using the Tiered Growth Approach; and

WHEREAS, as a further explanation as to why the action taken is reasonable and in the public interest in compliance with the applicable provisions of North Carolina General Statute 160D-605, 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 because the requested zoning is consistent with the recommended Future Land Use and Character Map and is located in a Primary Service Area;

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

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

TO WIT: James Dillon Forbes and Julia Ann Forbes, Trustees of the Julie and Dillon Forbes Trust

LOCATION: Located along the northern right-of-way of NC 43 N and 500+/- feet east of MacGregor Downs Road.

DESCRIPTION: Being all of Lot 3 as shown on the final plat entitled, "Forbes Run Section 2, Lot 3", prepared by Gary S. Miller & Associates, P.A. Land surveyors, recorded in Map Book 88, Page 71 at the Pitt County Register of Deeds.

Section 2. That the Director of Planning and Development Services 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 11th day of December, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk
1209412

Excerpt from the draft Planning & Zoning Commission Minutes (11/18/2025)

2. REQUEST BY ROBERT FORBES, JR. AND JAMES FORBES TO REZONE 0.937 ACRES LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF NC 43 N AND 500+/- FEET EAST OF MACGREGOR DOWNS ROAD FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO CG (GENERAL COMMERCIAL).

Chris Kelly, Planner II, presented on behalf of City Staff. The property was subject to previous council action. On October 9, 2025, council approved a future land use plan map amendment from traditional neighborhood, medium-high density to mixed use. The requested zoning could generate a net increase of 82 trips per day on NC 43 N. Based on the traffic volume report generated for this request, the current zoning could generate 26 trips per day. The proposed zoning could generate 108 trips per day, which is a net increase of 82 trips per day. An increase of 82 trips per day would represent less than 1% for average daily trips on NC 43 N with the current capacity being 55%. During the development review process, measures to mitigate traffic will be determined. The property is just under 1 acre. The property drains to Sams Branch. If stormwater rules apply, it would require 10-year detention, nitrogen and phosphorus reduction. The property is not located in the Special Flood Hazard Area. There are no jurisdictional wetlands, streams, and buffers on the property. Under the current zoning of RA20, the property currently accommodates 2,000+/- square feet of recording studio space. Under the proposed zoning of CG, the site could accommodate 2,000+/- square feet of retail space. The Future Land Use and Character Map recommends Mixed Use (MU) at the intersection of NC Hwy 43 N and MacGregor Downs Road, transitioning to Traditional Neighborhood, Medium-High Density (TNMH) to the north and west. In staff's opinion the requested zoning is in compliance with the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Therefore, staff recommends approval.

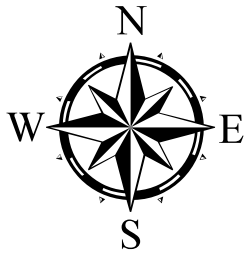
Chair Collins opened the public hearing.

James Forbes, applicant, spoke in favor of the request.

No one spoke in opposition of the request.

Chair Collins closed the public hearing and opened board discussion.

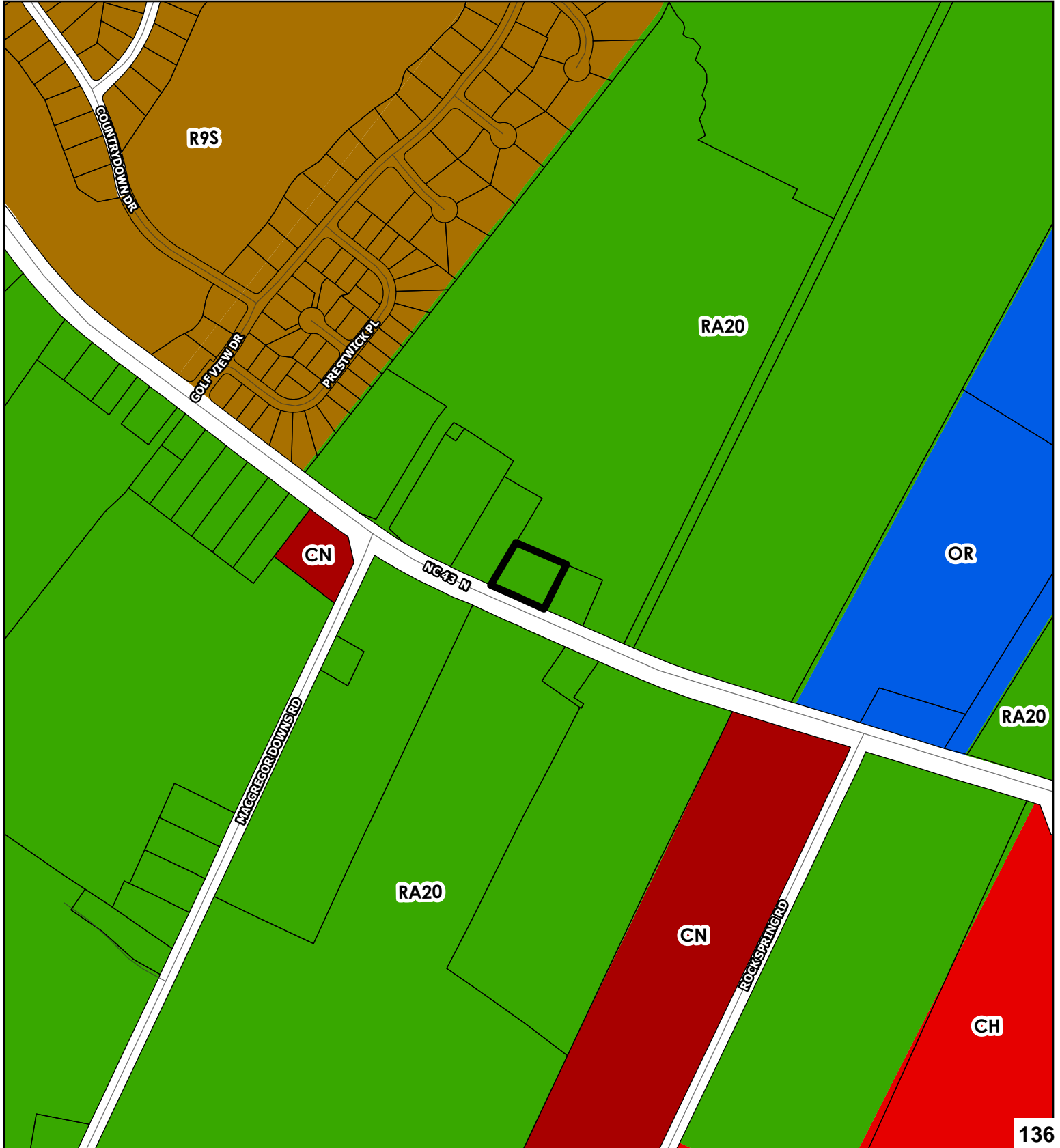
Motion made by Mr. Woodmansee, seconded by Mr. White, to recommend approval of the proposed amendment, to advise that it is consistent with the comprehensive plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.

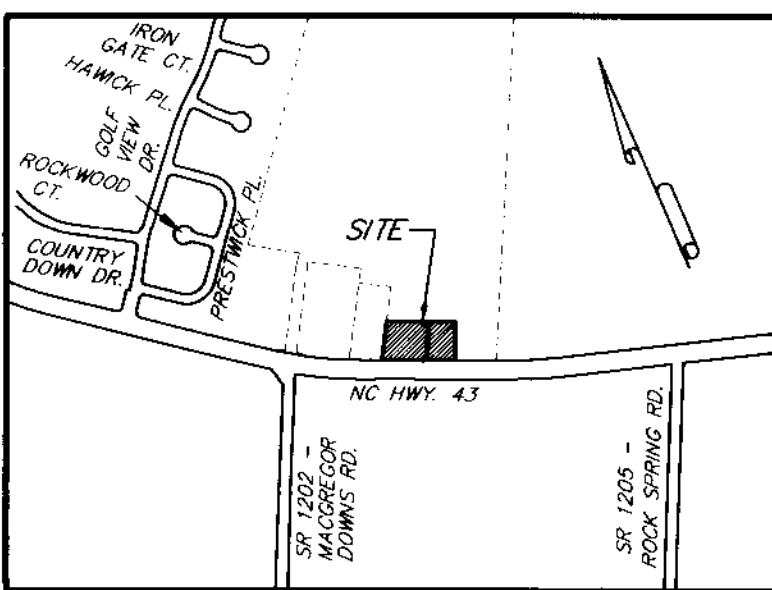


0 400 800 Feet

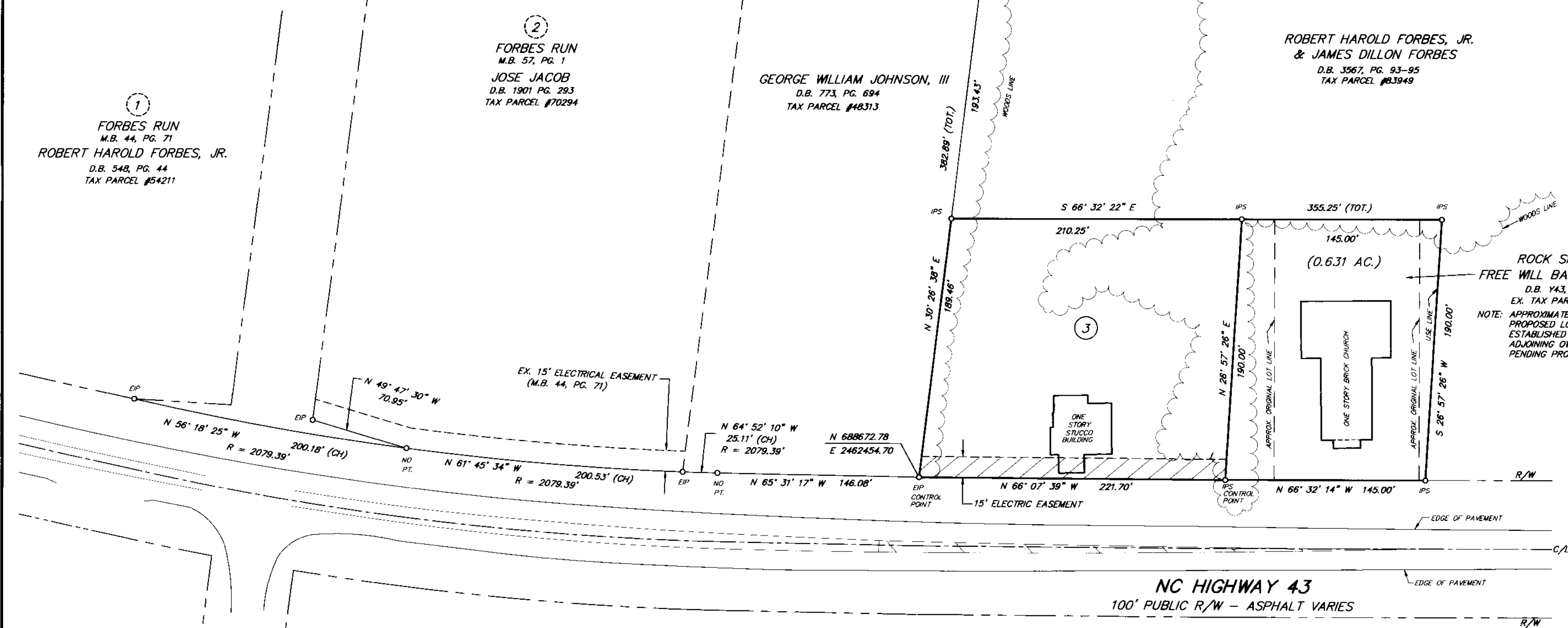
Robert Forbes, Jr. and James Forbes
From: RA20
To: CG
Acres: 0.937
November 18, 2025

Disclaimer: The GIS data which City of Greenville distributes may not be suitable for other purposes or uses. This data is for informational purposes only and should not be substituted for a true title search, property appraisal, survey, or for zoning verification. All GIS data sets are provided "as is" with no warranty. Please consult primary sources before making any decisions or taking any action.





VICINITY MAP 1" = 1,000'



NOTES:

- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. COMMUNITY PANEL # 3720466800K, EFFECTIVE DATE: 07-07-2014, ZONE X.
- THE DESIGNATION OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
- THIS PROPERTY IS SUBJECT TO THE CITY OF GREENVILLE'S STORMWATER MANAGEMENT PROGRAM.
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
- ALL UTILITY EASEMENTS (EXISTING & PROPOSED) ARE CENTERED ON UTILITY LINES AS INSTALLED UNLESS NOTED OTHERWISE.

SITE DATA:

NUMBER OF LOTS CREATED - 1
ACREAGE IN TOTAL TRACT - 0.937 AC.
ACREAGE IN COMMON AREA - 0
ACREAGE IN PARKS, RECREATION AREAS & THE LIKE - 0

LOT AREAS:

LOT 3 - 40,800 Sq. Ft. / 0.937 Ac.

LEGEND:

EIP - EXISTING IRON PIPE
IPS - IRON PIPE SET
R/W - RIGHT OF WAY
C/L - CENTERLINE

FINAL PLAT FOR
FORBES RUN
SECTION 2, LOT 3
FALKLAND TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER(S) ROBERT HAROLD FORBES, JR. JAMES DILLON FORBES
ADDRESS 116 N. SHORE DR. 101 MARSH CREEK DR.
MERRY HILL, NC 27957 HAMPSTEAD, NC 28443
PHONE 704-907-3852 850-545-4404

GARY S. MILLER & ASSOCIATES, P.A.
LAND SURVEYORS
1803 South Charles Blvd.
Greenville, N.C. 27858
Phone (252)756-7878
Fax (252)756-0785
License # C-0225

SOURCE OF TITLE
THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:
DEED BOOK 3567 PAGE 93-95
DEED BOOK PAGE
DEED BOOK PAGE
MAP BOOK PAGE
N.C. REG. NO. L-2562

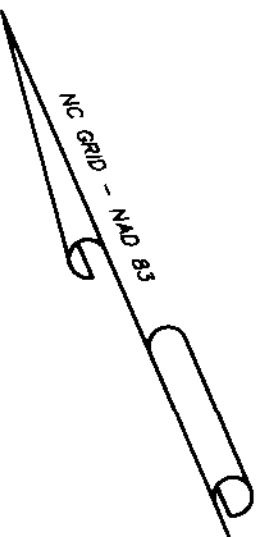
OWNERS STATEMENT
THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF
Robert Harold Forbes, Jr.
James Dillon Forbes
SWORN AND SUBSCRIBED TO BEFORE ME THIS 10th DAY OF MARCH, 2022
Betty L. Watson
NOTARY PUBLIC
MY COMMISSION EXPIRES 10-01-24

APPROVAL
THIS FINAL PLAT NO. 22-10, WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 31st DAY OF MARCH, 2022.
Chantaul Mooby
SIGNED CITY PLANNER

DEDICATION
THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE(S) TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.
SIGNED *Robert Harold Forbes, Jr.*
James Dillon Forbes
ATTEST *Betty L. Watson*

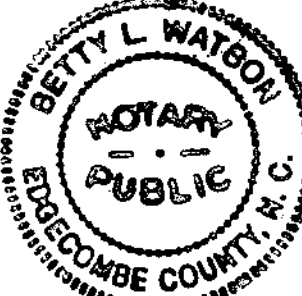
REVIEW OFFICER
STATE OF NORTH CAROLINA
COUNTY OF PITT
Chantaul Mooby
REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
REVIEW OFFICER *Chantaul Mooby*
DATE 4/12/2022

Doc ID: 015392880001 Type: CRP
Recorded: 04/13/2022 at 02:48:28 PM
Fee Amt: \$21.00 Page 1 of 1
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK 88 PG 71



ROCK SPRING
FREE WILL BAPTIST CHURCH
D.B. Y43, PG. 208
EX. TAX PARCEL #26856
NOTE: APPROXIMATE ORIGINAL LOT LINES ARE SHOWN. PROPOSED LOT LINES AND AREA (0.631 ACRES) ESTABLISHED THIS DATE AND APPROVED BY ADJOINING OWNERS ONLY FOR PURPOSES OF PENDING PROPERTY SALE OF PARCEL #33949.

CERTIFICATION
NORTH CAROLINA PITT COUNTY
I, GARY S. MILLER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY MIKE PHILLIPS FROM DEED DESCRIPTIONS RECORDED IN BOOK 3567, PAGE 93-95; THAT THE RATIO OF PRECISION AS CALCULATED BY COORDINATES IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (1)(11)a.: THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 8th DAY OF MARCH, 2022.
SIGNED *Gary S. Miller*
PROFESSIONAL LAND SURVEYOR NO. L-2562



REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 25-07

Applicant: Robert Forbes, Jr. and James Forbes

Property Information

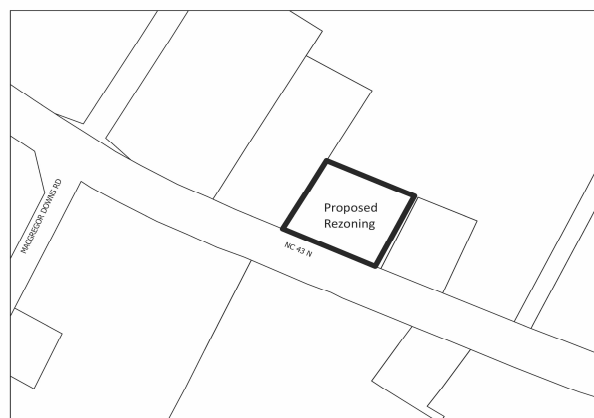
Current Zoning RA20 (Residential-Agricultural)

Proposed Zoning: CG (General Commercial)

Current Acreage: 0.937 acres

Location: NC 43, west of US 264 bypass

Points of Access: NC 43



Location Map

Transportation Background Information

1.) NC 43- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	2-lane with paved shoulders	4-lane with median
Right of way width (ft)	100	100
Speed Limit (mph)	55	no change
Current ADT:	8,950 (*)	UltimateDesign ADT: 49,000 vehicles/day (**)
Design ADT:	16,400 vehicles/day (**)	
Controlled Access	No	
Thoroughfare Plan Status:	Major Thoroughfare	
Other Information:	There are sidewalks along NC 43 that service this property.	

Notes: (*) 2023 NCDOT count adjusted for a 2% annual growth rate
(**) Traffic volume based on an operating Level of Service D for existing geometric conditions
ADT – Average Daily Traffic volume

Transportation Improvement Program Status: No planned improvements.

Trips generated by proposed use/change

Current Zoning: 26 -vehicle trips/day (*) **Proposed Zoning: 108** -vehicle trips/day (*)

Estimated Net Change: increase of 82 vehicle trips/day (assumes full-build out)

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

Impact on Existing Roads

The overall estimated trips presented above are distributed based on current traffic patterns. The estimated ADTs on NC 43 are as follows:

1.) NC 43 , West of Site (40%): “No build” ADT of 8,950

Estimated ADT with Proposed Zoning (full build) –	8,993
Estimated ADT with Current Zoning (full build) –	8,960
Net ADT change =	33 (<1% increase)

2.) NC 43 , East of Site (60%):**“No build” ADT of 8,950**

Estimated ADT with Proposed Zoning (full build) – 9,015

Estimated ADT with Current Zoning (full build) – 8,966**Net ADT change** = 49 (<1% increase)**Staff Findings/Recommendations**

Based on possible uses permitted by the requested zoning, the proposed zoning classification could generate 108 trips to and from the site on NC 43, which is a net increase of 82 additional trips per day (over current zoning).

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

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
b(1).	Master Plan Community per Article J
f.	Residential cluster development per Article M
k.	Family care homes (see also 9-4-103)
q.	Room renting
(3) Home Occupations - None	
(4) Governmental	
b.	City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
a.	Farming; agricultural, 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
l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
g.	Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None	
(8) Services	
o.	Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
c.	Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
RA20 (RESIDENTIAL-AGRICULTURAL) - SPECIAL USES	
(1) General - None	
(2) Residential	
b.	Two-family attached dwelling (duplex)
g.	Mobile home (see also section 9-4-103)
n.	Retirement center or home
o.	Nursing, convalescent or maternity home; major care facility
o(1).	Nursing, convalescent or maternity home; minor care facility
(3) Home Occupations	
a.	Home occupation; not otherwise listed
b.	Home occupation; barber and beauty shop

c.	Home occupation; manicure, pedicure or facial salon
(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining	
b.	Greenhouse or plant nursery; including accessory sales
m.	Beekeeping; major use
n.	Solar energy facility
(6) Recreational/Entertainment	
a.	Golf course; 18-hole regulation length (see also section 9-4-103)
a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
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; nursery and kindergarten (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
PROPOSED ZONING	
CG (GENERAL COMMERCIAL) - PERMITTED USES	
(1) General	
a.	Accessory use or building
b.	Internal service facilities
c.	On-premise signs per Article N
e.	Temporary uses; of listed district uses
f.	Retail sales; incidental
g.	Incidental assembly of products sold at retail or wholesale as an accessory to principal uses
(2) Residential - None	
(3) Home Occupations - None	
(4) Governmental	
b.	City of Greenville municipal government building or use (see also section 9-4-103)
c.	County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
d.	Federal government building or use
g.	Liquor store, state ABC
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)

l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
h.	Commercial recreation; indoor only, not otherwise listed
j.	Bowling alley
n.	Theater; movie or drama, indoor only
q.	Circus, carnival, or fair, temporary only (see also section 9-4-103)
s.	Athletic club; indoor only
(7) Office/Financial/Medical	
a.	Office; professional and business, not otherwise listed
b.	Operation/processing center
d.	Bank, savings and loans or other savings or investment institutions
e.	Medical, dental, ophthalmology or similar clinic, not otherwise listed
g.	Catalogue processing center
(8) Services	
c.	Funeral home
e.	Barber or beauty salon
f.	Manicure, pedicure or facial salon
k.	Business or trade school
o.	Church or place of worship (see also section 9-4-103)
q.	Museum
r.	Art gallery
s.	Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
u.	Art studio including art and supply sales
v.	Photography studio including photo and supply sales
x.	dance studio
y(1)	TV and/or radio broadcast facilities, including receiving and transmission equipment and towers not exceeding 200 feet in height or cellular telephone and wireless communication towers not exceeding 200 feet in height (see also section 9-4-103)
y(4)	Distributed Antenna System (See also 9-4-103 (Q))
z.	Printing or publishing service including graphic art, maps, newspapers, magazines and books
aa.	Catering service including food preparation (see also restaurant; conventional and fast food)
hh.	Exercise and weight loss studio; indoor only
kk.	Launderette; household users
ll.	Dry cleaners; household users
oo.	Clothes alteration or shoe repair shop
pp.	Automobile wash
qq.	Pet grooming facility (see also section 9-4-103)
ss.	Tattooing
tt.	Microblading
(9) Repair	
g.	Jewelry, watch, eyewear or other personal item repair
(10) Retail Trade	
a.	Miscellaneous retail sales; non-durable goods, not otherwise listed

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 (see also section 9-4-103)
k.	Medical supply sales and rental of medically-related products including uniforms and related accessories
l.	Electronic; stereo, radio, computer, TV and the like, sales and accessory repair
m.	Appliance; household use, sales and accessory repair, excluding outside storage
p.	Furniture and home furnishing sales not otherwise listed
q.	Floor covering, carpet and wall covering sales
r.	Antique sales, excluding vehicles
s.	Book or card store, news stand
t.	Hobby or craft shop
u.	Pet shop (see also animal boarding; outside facility)
v.	Video or music store; records, tape, CD and the like 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 service
ee.	Christmas tree sales lot; temporary only (see also section 9-4-103)
mm.	Grocery store
(11) Wholesale/Rental/Vehicle-Mobile Home Trade	
b.	Rental of home furniture, appliances or electronics and medically-related products (see also division (10k.))
c.	Rental of clothes and accessories; formal wear, and the like
(12) Construction	
c.	Construction office; temporary, including modular office (see also section 9-4-103)
e.	Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outdoor sales
f.	Hardware store
(13) Transportation	
c.	Taxi or limousine service
e.	Parcel delivery service
h.	Parking lot or structure; principal use
(14) Manufacturing/Warehousing	
c.	Bakery; production, storage, and shipment facilities
(15) Other Activities (not otherwise listed - all categories) - None	
CG (GENERAL COMMERCIAL) - SPECIAL USES	
(1) General - None	
(2) Residential	
i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
(3) Home Occupations - None	

(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment	
d.	Game center
l.	Billiard parlor or pool hall
m.	Bar
t.	Athletic club; indoor and outdoor facilities
u.	Internet sweepstakes business (see also section 9-4-103)
(7) Office/Financial/Medical	
c.	Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
f.	Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
l.	Convention center; private
(9) Repair	
a.	Major repair; as an accessory or principal use
b.	Minor repair; as an accessory or principal use
(10) Retail Trade	
b.	Gasoline or automotive fuel sales; accessory or principal use, retail
c.	Wine shop; including on-premise consumption (see also section 9-4-103)
j.	Restaurant and/or dining and entertainment establishment; regulated outdoor activities
n.	Appliance; commercial use, sales and accessory repair; excluding outside storage
ff.	Tobacco shop (Class 1) (see also section 9-4-103)
gg.	Tobacco shop (Class 2) (see also section 9-4-103)
hh.	Hookah café (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade	
d.	Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
f.	Automobile, truck, recreational vehicle, motorcycle and boat sales and service (see also major and minor repair)
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing	
k.	Mini-storage warehouse; household excluding outside storage
(15) Other Activities (not otherwise listed - all categories)	
a.	Other activities; personal services not otherwise listed
b.	Other activities; professional services not otherwise listed
c.	Other activities; commercial services not otherwise listed
d.	Other activities; retail sales not otherwise listed

RESIDENTIAL DENSITY CHART

Density Level	Future Land Use and Character Type	Applicable Zoning District(s)	Units per Acre***
High	Uptown Edge (UE)	CDF and CD*	17 units per acre
	Mixed Use, High Intensity (MUHI)	OR	17 units per acre
		R6, MR	17 units per acre
	Residential, High Density (HDR)	R6, MR, OR	17 units per acre
		R6MH	17 units per acre
	Medical-Transition (MT)	MR	17 units per acre
High to Medium	Mixed Use (MU)	OR	17 units per acre
		R6, MR	17 units per acre
		R6A	9 units per acre
	Uptown Neighborhood (UN)	R6S	7 units per acre
	Traditional Neighborhood, Medium-High Density (TNMH)	R6	17 units per acre
		R6A	9 units per acre
		R6S	7 units per acre
Medium to Low	Traditional Neighborhood, Low-Medium Density (TNLM)	R9	6 units per acre
		R9S	5 units per acre
		R15S	3 units per acre
	Residential, Low-Medium Density (LMDR)	R9S	5 units per acre
		R15S	3 units per acre
		RA20	4 units per acre
		MRS	4 units per acre

* The residential density of the CD zoning district is based on the size of the mechanically conditioned floor area. See Section 9-4-153 in the City Code for development standards.

*** Maximim allowable density in the respective zoning district.

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.



City of Greenville, North Carolina

Meeting Date: 12/11/2025

Title of Item:

Ordinance requested by Planning and Development Services Department to amend the standards of the Bar 2022 use by increasing the total maximum size limit from 2,000 square feet to 3,500 square feet, to add a separation distance that the use shall not be closer than 500 feet from all single-family zoning districts and/or single-family dwellings located in a zoning district that allows single-family uses, and to expand the allowable zoning districts to include: CD (Downtown Commercial), CDF (Downtown Commercial Fringe), CG (General Commercial), and CH (Heavy Commercial) with a special use permit. This request also includes amending the standards of the Microbrewery use to allow these uses to have the ability to have a mixed beverage permit, to add a maximum total size limit of 8,000 square feet, to add a separation distance that the use shall not be closer than 500 feet from all single-family zoning districts and/or single-family dwellings located in a zoning district that allows single-family uses, and to add compliance standards with certain public safety and public nuisance issues to maintain the required special use permit.

Explanation:

On June 9, 2025 City Council Workshop, City staff provided an overview of alcohol establishments, the "500-foot rule", the Bar 2022 use, the role of the Alcohol Beverage Control Commission (ABC), and the current conditions of alcohol establishments in the City.

At the August 11, 2025 Council Workshop, City staff provided a presentation on the standards for the Bar 2022 use. There was discussion of potential modifications to increase opportunities for this use.

The modifications included:

- Increasing the total maximum size limit to 3,500 sq. ft. (currently capped at 2,000 sq. ft.);
- Allowing this use city-wide in certain commercial zoning districts (not only in downtown); and/or
- Adding a separation distance that a Bar 2022 shall not be closer than 500 feet from all single-family zoning districts and/or single-family dwellings located in a zoning district that allows single-family uses.

At the September 8, 2025 City Council Workshop, City staff provided a presentation on the standards for the Microbrewery use and standards. There was

discussion of potential modifications to allow microbreweries to have a mixed beverage permit while including standards of similar uses such as Bars and Bar 2022s.

The modifications included:

- Allowing the ability to have a mixed beverage permit from ABC (currently can only serve beer and wine for on- and off-premises consumption);
- Adding a separation distance that a Microbrewery shall not be closer than 500 feet from all single-family zoning districts and/or single-family dwellings located in a zoning district that allows single-family uses;
- Adding a total maximum size limit of 8,000 sq. ft.; and/or
- Adding compliance with certain public safety and nuisance violations (same as currently required for a Bar 2022) to maintain the required special use permit.

At the October 6, 2025 City Council Workshop, City staff provided a follow-up of the past discussions of modifications to the Bar 2022 and Microbrewery uses. At that meeting, the Council directed City staff to proceed with the modifications as discussed at the August and September workshops. Please note that these changes do not impact any existing Bar 2022s and/or Microbreweries.

As part of these modifications, the definition of *premises* needs to be updated to include the Microbrewery use.

Current definition:

Premises. A fixed permanent establishment, including all areas inside or outside extensions, including but not limited to decks, porches, patios, the establishment, where the permit holder has control through a lease, deed, or other legal process, including areas related to the fixed permanent establishment that are in close proximity. Premises larger than the allowable square footage under Bar 2022 must be appropriately separated to meet the allowable square footage and meet all applicable building code requirements, including future amendments, and independent of other available space within the same premises that exceeds the 3,500 square feet requirement.

Proposed definition:

Premises. A fixed permanent establishment, including all areas inside or outside extensions, including but not limited to decks, porches, patios, the establishment, where the permit holder has control through a lease, deed, or other legal process, including areas related to the fixed permanent establishment that are in close proximity. Premises larger than the allowable square footage ~~under~~ for a Bar 2022 must be appropriately separated to meet the allowable square footage and meet all applicable building code requirements, including future amendments, and independent of other available space within the same premises that exceeds the 3,500 square feet requirement. Premises larger than the allowable square

footage for a Microbrewery must be appropriately separated to meet the allowable square footage and meet all applicable building code requirements, including future amendments, and independent of other available space within the same premises that exceeds the 8,000 square feet requirement.

Fiscal Note: No cost to the City.

Recommendation: In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with the Horizons 2026: Greenville's Community Plan, Chapter 4, Growing the Economic Hub, Goal 4.3 *A Stable & Resilient Economy*. Policy 4.3.1 *Modernize and Diversify Local Economy*. Support the growth of a variety of employment opportunities and businesses that diversify Greenville's economy and provide workers with a range of skill sets and training. Encourage business growth within incorporated areas to expand and diversify Greenville's tax base; and

Chapter 1, Growing the Economic Hub, Goal 1.4 *A Vibrant Uptown*. Policy 1.4.4 *Support and Control Uptown Nightlife*. Promote Uptown as Greenville's vibrant and walkable nightlife district that supports a variety of high quality and responsible drinking and restaurants establishments. A thriving nightlife can attract and retain the young professional workers that in turn attract high quality employers. This does not mean nightlife activities need to be allowed to run out of control. Appropriate standards for these businesses should be enforced so that Uptown can be enjoyed safely and responsibly.

Therefore, staff recommends approval.

The Planning and Zoning Commission voted 5:1 to approve the request at its November 18, 2025 meeting.

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

If City Council determines to approve the request, a motion to adopt the attached rezoning 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 rezoning request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

"Motion to deny the requested text amendment, to make a finding and determination that the required text amendment is inconsistent with the

comprehensive plan or other applicable plans, including but not limited to, Horizons 2026: Greenville's Community Plan, Chapter 4, Growing the Economic Hub, *Goal 4.3 A Stable & Resilient Economy. Policy 4.3.1 Modernize and Diversify Local Economy.*

Support the growth of a variety of employment opportunities and businesses that diversify Greenville's economy and provide workers with a range of skill sets and training. Encourage business growth within incorporated areas to expand and diversify Greenville's tax base; and

Chapter 1, Growing the Economic Hub, Goal 1.4 A Vibrant Uptown. Policy 1.4.4 Support and Control Uptown Nightlife. Promote Uptown as Greenville's vibrant and walkable nightlife district that supports a variety of high quality and responsible drinking and restaurants establishments. A thriving nightlife can attract and retain the young professional workers that in turn attract high quality employers. This does not mean nightlife activities need to be allowed to run out of control. Appropriate standards for these businesses should be enforced so that Uptown can be enjoyed safely and responsibly.

ATTACHMENTS

- ☐ [Ordinance for Bar 2022 and Microbrewery.DOCX](#)
- ☐ [Excerpt - Text Amendment for Bar 2022 and Microbrewery.pdf](#)
- ☐ [Bar 2022 fact sheet with corrections.pdf](#)
- ☐ [BAR_2022_Clean version.pdf](#)
- ☐ [Potential Bar Location in Downtown.jpg](#)
- ☐ [Potential Bar Location Citywide.jpg](#)
- ☐ [Microbrewery fact sheet with corrections.pdf](#)
- ☐ [Microbrewery Clean version.pdf](#)
- ☐ [Potential Microbrewery Locations.jpg](#)

ORDINANCE NO. 25-
AN ORDINANCE AMENDING THE CITY CODE
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 6, Chapter 160D, 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 11th day of December, 2025, at 6:00 p.m., conduct a meeting and 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 § 160D-605, 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 applicable provisions of North Carolina General Statute 160D-605, 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 2026: Greenville's Community Plan, Chapter 4, Growing the Economic Hub, Goal 4.3 A Stable & Resilient Economy. *Policy 4.3.1 Modernize and Diversify Local Economy. Support the growth of a variety of employment opportunities and businesses that diversify Greenville's economy and provide workers with a range of skill sets and training. Encourage business growth within incorporated areas to expand and diversify Greenville's tax base;* and Chapter 1, Growing the Economic Hub, Goal 1.4 A Vibrant Uptown. *Policy 1.4.4 Support and Control Uptown Nightlife. Promote Uptown as Greenville's vibrant and walkable nightlife district that supports a variety of high quality and responsible drinking and restaurants establishments. A thriving nightlife can attract and retain the young professional workers that in turn attract high quality employers. This does not mean nightlife activities need to be allowed to run out of control. Appropriate standards for these businesses should be enforced so that Uptown can be enjoyed safely and responsibly.*

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

Section 1. That Title 9, Chapter 4, Section 22 of the City Code is hereby amended by deleting and replacing the following definitions of “Bar 2022”, “Microbrewery”, and “Premises” and with their respective definition and place in its suitable location within the section based on alphabetical ordering.

“Premises. A fixed permanent establishment, including all areas inside or outside extensions, including but not limited to decks, porches, patios, the establishment, where the permit holder has control through a lease, deed, or other legal process, including areas related to the fixed permanent establishment that are in close proximity. Premises larger than the allowable square footage under for a Bar 2022 must be appropriately separated to meet the allowable square footage and meet all applicable building code requirements, including future amendments, and independent of other available space within the same premises that exceeds the 3,500 square feet requirement. Premises larger than the allowable square footage for a Microbrewery must be appropriately separated to meet the allowable square footage and meet all applicable building code requirements, including future amendments, and independent of other available space within the same premises that exceeds the 8,000 square feet requirement.

Bar 2022. An establishment of which the principal use is entertainment and which meets all of the following:

- (a) Occupies less than 3,500 square feet of space of premises;
- (b) May provide live or recorded amplified music;
- (c) May provide a floor show; and
- (d) May provide a dance area;

Microbrewery. An establishment of which the principal use is the brewing of malt beverages and which meets the following:

- (a) Occupies less than 8,000 square feet of space of the premises;
- (b) May provide live or recorded amplified music;
- (c) May have a mixed beverages permit from ABC for on-premises consumption of mixed beverages;
- (d) May have an on-premises malt beverage and off-premises malt beverage permits from ABC for the on-premises and off-premises consumption of malt beverages; and/or
- (e) May have an on-premises permit for fortified and unfortified wine permits from ABC for the on-premises consumption of fortified and unfortified wines.”

Section 2. That Title 9, Chapter 4, Appendix A: Table of Uses (10) Retail trade is hereby amended by adding “nn. Bar 2022” in its respective location and in the corresponding row add “4” in the cell under the column labeled “LUC#” and add an “S” in the columns labeled “CD”, “CDF”, “CG”, and “CH”.

Section 3. That Title 9, Chapter 4, Section 86(VV) of the City Code is hereby amended by deleting and replacing with the following:

“(VV) Bar 2022

- (1) (a) *Annual Review.* A special use permit for a bar 2022 is subject to annual review in accordance with the provisions of this section (VV). Nothing herein shall prohibit or restrict the authority of the Board of Adjustment to modify, rescind or revoke a special use

permit for a bar 2022 in accordance with the provisions of section [9-4-83](#).

(b) *Control of Premises*. It shall be unlawful for any permit holder to relinquish control of a bar 2022 to any person except an on-site manager. The permit holder or an on-site manager must remain on and in control of the premises during all events, including private parties.

(c) *Reporting*. At the regular January meeting of the Board of Adjustment, the Director of Planning and Development Services or their authorized representative shall present to the Board of Adjustment a written staff report of any violation that has been issued for which the annual review shall include a finding of one or more instances of noncompliance with applicable laws, codes and ordinances, including but not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions of approval. If the Board of Adjustment votes to hold a modification or revocation of the special use permit, the property owner, as specified under subsection (VV)(4) below, shall be provided notice of the meeting and a copy of the staff report.

(d) *Violations*. The following tables show public safety and public nuisance violations based on the applicable City department and are not exhaustive of all potential violations of this Chapter.

PUBLIC SAFETY VIOLATIONS

TABLE 1: GREENVILLE POLICE PUBLIC SAFETY VIOLATIONS

MAJOR VIOLATIONS	MINOR VIOLATIONS
Aggravated Assault (to include shootings, stabbings, violent assaults resulting in significant injury, employee assaulting patron with significant injury)	Sale of Alcohol to Minors by Outlet Staff
Sexual Assaults	Minor Altercations (fights-little or no injury, verbal disputes requiring police intervention)
Security Neglect	ALE/ABC issues
Prostitution	Security Violation (Minor)
Negligent service of alcohol resulting in severe injury or death	Negligent service of alcohol resulting in injury to persons or property; no injury/treatment required by medical personnel/facility
Selling drugs on premises	Noise Violations
	Other Nuisance Violations

TABLE 2: GREENVILLE FIRE/RESCUE/BUILDING CODE PUBLIC SAFETY VIOLATIONS

MAJOR VIOLATIONS	MINOR VIOLATIONS
Blocked egress or exit that is inoperable/ Inadequate means of egress	Exit sign not working properly
Fire protection system impairment including sprinkler/fire alarm	Emergency lighting not working properly
Illegal/unapproved use of pyrotechnics	Fire extinguishers expired or not working properly
Installation of unapproved wall coverings that promote flame spread	Misuse of extension cords
Hazardous conditions prone to cause fire	Damaged electrical outlets
Bad condition of walls	Unapproved construction or modification to existing space (potentially major if significant change as determined Fire Marshal)
Overloaded floors	Failure to complete required staff training
Defective construction	
Decay	
Unsafe wiring or heating systems	

TABLE 3: PUBLIC NUISANCE VIOLATIONS

VIOLATIONS	RESPONSIBLE DEPARTMENT
Noise	GPD
Trash and debris	NBS
Lack of required security personnel on-site	GPD, PDS
Other minor SUP violation	GPD, FR, PDS
Non-life safety building/fire/zoning violations	GPD, PDS

(e) *Continuing Violations.* If a violation of this article is not corrected within the time specified in the notice and citation or other lawful order issued hereunder, the violator shall be guilty of a new and separate violation, and each day's further continuing violation shall be a separate and distinct violation, enforceable by all the remedies herein set forth, including additional civil penalties.

(f) *Compliance.* Bar 2022s that have not received any violations of one or more instances of noncompliance with applicable laws, codes and ordinances, including but not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions may be recommended for renewal by the Director of Planning and Development Services or their representative to the Board of Adjustment at the annual review.

(g) *Noncompliance; Modification or Revocation.* Staff may request the Board of Adjustment hold a hearing for a modification or revocation of a special use permit for any establishment that has enforcement actions for numerous violations of one or more instances of

noncompliance with applicable laws, codes and ordinances including Notices of Violation and/or numerous calls for service from City departments such as Police, Fire, Public Works, or Planning & Development Services, not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, notices of violations and special use permit conditions at any time. The property owner, as specified under subsection (VV)(4), below shall be provided notice of the meeting and a copy of the staff report.

(h) *Quasi-Judicial Hearing.* Any hearing for a modification or revocation of a special use permit shall be in the nature of and in accordance with the requirements for a hearing upon a special use permit application. After the hearing and in accordance with the provisions of section [9-4-81](#), the Board of Adjustment may modify the conditions or revoke a special use permit pursuant to this section (VV) and section [9-4-82](#). The modification or revocation of the special use permit by the Board of Adjustment after the hearing shall constitute a revocation of the previously granted special use permit for a bar 2022.

(i) *Revocation.* If a special use permit is revoked for any reason, use of the property allowed by such special use permit shall be discontinued immediately.

(2) *Litter/Debris.* The owner(s) and/or operator(s) of a bar 2022 shall collect and properly dispose of all litter and debris generated by their establishment or patrons immediately following the closure of business or not later than 7:00 a.m. each morning following any period of operation. All litter or debris shall be collected from within the boundaries of the establishment, associated parking areas, adjacent sidewalks and public rights-of-way or other adjacent public property open to the public. In addition, the owner(s) and operator(s) of a public or private club shall comply with the provisions of Title 11, Chapter 9 of the City Code, whether or not the establishment is a nightclub, bar or tavern.

(3) In addition to subsection (F) above, the Board of Adjustment may establish specific and reasonable litter and trash mitigation standards or requirements.

(4) *Ownership and/or permit holder.* The special use permit shall be issued to the property owner as listed on the tax records of the county or to the person/entity that has been authorized by the property owner via the special use permit application, herein referred to as the permit holder. When the ownership of any property, which has a special use permit for a microbrewery is transferred to a new owner by sale or other means, the new owner shall sign and file with the office of the Director of Planning and Development Services an acknowledgment of the rights, conditions and responsibilities of the special use permit prior to operation of the use under the permit. The acknowledgment shall be made on forms provided by the planning office.

(5) *Noise-amplified entertainment.* In no event shall the noise generated by amplified audio entertainment exceed the noise control provisions as provided in Title 12, Chapter 5, of the Greenville City Code. For purposes of this section, “amplified audio entertainment” shall mean any type of music or other entertainment delivered through and by an electronic system; provided, however, televisions operating with no amplification other than their internal speakers or televisions connected to a master sound system operating at low amplification and indoor background music system operating at a low amplification and not intended as a principal form of entertainment shall not be deemed amplified audio entertainment. This section shall apply

regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment. Security personnel shall remain on duty until the close of business and later to such time that all patrons and other persons, other than employees, have vacated the premises and associated parking area.

(6) If amplified entertainment is provided after 11PM, the establishment shall employ uniformed security guard(s) provided by a security guard and control profession licensed in accordance with the provisions of G.S. Chapter 74C in the following ratios:

Approved occupancy as determined by the Building Inspector	Number of Security Personnel
1-100	1
101-200	2
201-300	3
301-400	4
401-500	5

If occupancy exceeds 500, the same ratios shall apply as in the above table.

Establishments that have an approved occupancy of no more than 100 and provide amplified entertainment after 11PM, shall employ no less than 2 security guards in order for one guard to be located within the establishment and one guard to patrol the parking lot where applicable.

(7) *Security plan.* A security plan shall be submitted to the Greenville Police Department for review and approval along with the special use permit application. Additional security personnel maybe required at the discretion of the Chief of Police based on location, proximity to similar uses, such as bars, bar 2022s, microbreweries and/or micro distilleries, and building occupancy. The required security personnel shall remain on duty and visible outside the establishment, and shall be accessible to law enforcement officers at all time. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment.

(8) *Lighting plan.* A lighting plan shall be submitted to the Director of Planning and Development Services or authorized agent for review and approval, and lighting fixtures shall be installed and maintained pursuant to the approved plan which illuminates all exterior portions of the building, lot area and parking lot as determined appropriate by the Director of Planning and Development Services, or authorized agent. Lighting shall be located and shielded to prevent the light cone of all exterior fixtures from encroaching beyond the property boundary line and into any adjacent public right-of-way, property or dwelling. Required or additional optional lighting shall comply with this subsection and section [9-4-104](#). A lighting plan will only be required when parking is located on private property.

(9) Shall use computer applications and software to detect fake identification (IDs).

(10) Shall comply with all current building codes and safety standards.

(11) Shall only be granted one special use permit for the operation of one Bar 2022 per parcel and/or building regardless of available units, suites, or square footage within the building.

(12) Penalties

Any violation of the provisions of this chapter or a failure to comply with any of its requirements shall subject the violator to a civil penalty as follows:

Type of Violation	First Day	Second Day/Second Violation within 12 Months	Third Day/Second Violation within 12 Months
Major Violation	\$500	\$1,000	\$2,000
Minor Violation	\$250	\$500	\$1,000

(a) *Payment.* Violators shall be issued a citation which must be paid within 72 hours. If a person fails to pay the civil penalty within 72 hours, the city may recover the penalty together with all costs by filing a civil action in the general court of justice in the nature of a suit to collect a debt.

(c) *Other Remedies.* In addition to the issuance of a notice of violation, citation, or some other order, the modification or revocation of a Bar 2022 special use permit, or imposition of civil penalties, any person who violates this article may be subject to any and all civil and equitable remedies set out in G.S. § 160A-175 and G.S. § 160D-404(c) in a court of competent jurisdiction.

(d) *Continuing Violations.* Each day that any violation continues shall be considered a separate violation for purposes of the penalties and remedies specified in this section. Notwithstanding the foregoing, the Zoning Enforcement Officer may invoke the escalating civil penalties authorized by subsection (A) whenever the violation continues and there has been sufficient time, no more than 72 hours, for the violation to be corrected after notification that the violation exists or whenever the violation has occurred previously during a 12-month period.

(e) *Cumulative Penalties and Remedies.* Anyone, all, or any combination of the foregoing penalties and remedies may be used to enforce this chapter.

(f) *Interested Parties.* The owner, tenant or occupant of any building or land or part thereof and any architect, builder, contractor, agent, or other person who participates in, assists, directs, creates, or maintains any situation that is contrary to the requirements of this chapter may be held responsible for the violation and suffer the penalties and be subject to the remedies herein provided.

(13) Appeal.

(a) Appeals of Zoning Enforcement violations shall be made to the Board of Adjustment in accordance with 9-4-351 and shall be submitted to the City Clerk within 30 days of issuance of Notice of Violation.

(b) Appeals from Greenville Police Department, Fire/Rescue and Public Nuisance violations shall be in accordance with standards and policies of the appropriate department.

(14) *Separation Distance*. At the time of special use permit approval, a bar 2022 shall not be located within a 500-foot radius, including street rights-of-way, of (i) a conforming use single-family dwelling located in any district, or (ii) any single-family residential zoning district. The required measurement shall be from the building or structure containing the bar to the nearest single-family dwelling lot line or single-family residential zoning district boundary line. For purpose of this section, the term "single-family residential zoning district" shall include any RA20, R15S, R9S, R6S, and MRS district."

Section 4. That Title 9, Chapter 4, Section 86(VV) of the City Code is hereby amended by deleting and replacing with the following:

"Section 9-4-86(QQ)

(QQ) *Microbrewery*

(1) The principal use is the production of malt beverages for retail sales for on-premises and off-premises consumption in accordance with ABC permit requirements set forth in G.S. 18B1001 as amended and issuance of on-premises malt beverage permit for breweries as authorized by G.S. 18B-1104 as amended and all other laws pursuant to G.S. 18B, as amended.

(2) Accessory uses may include and be limited only to: retail sales; food and beverage consumption; entertainment; games; a tasting room; event room; and loading area.

(3) The portion of the building devoted to operating brewing equipment shall not exceed 5,000 square feet.

(4) A minimum of 30% of the microbrewery's floor area shall have operating brewing equipment that produces beer for retail sales. This percentage shall be satisfied at the time a Certificate of Occupancy inspection is conducted and shall be maintained thereafter.

(5) In addition to compliance with the noise control standards in Title 5, Chapter 5 of the City Code, exterior guest areas shall not have amplified sound equipment within 150 feet from any residential use as measured from the property line of the residential use to the exterior area where the speaker equipment is located.

(6) (a) *Annual review*. A special use permit for a microbrewery is subject to annual review in accordance with the provisions of this subsection (QQ)(6). Nothing herein shall prohibit or restrict the authority of the Board of Adjustment to modify, rescind or revoke a special use permit for a microbrewery in accordance with the provisions of section [9-4-83](#).

(b) *Control of Premises*. It shall be unlawful for any permit holder to relinquish control of a microbrewery to any person except an on-site manager. The permit holder or an on-site manager must remain on and in control of the premises during all events, including private parties.

(c) *Reporting*. At the regular January meeting of the Board of Adjustment, the Director of Planning and Development Services or their authorized representative shall present to the Board

of Adjustment a written staff report of any violation that has been issued for which the annual review shall include a finding of one or more instances of noncompliance with applicable laws, codes and ordinances, including but not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions of approval. If the Board of Adjustment votes to hold a modification or revocation of the special use permit, the property owner and permit holder, if applicable, as specified under subsection (QQ)(10) below, shall be provided notice of the meeting and a copy of the staff report.

(d) *Violations.* The following tables show public safety and public nuisance violations based on the applicable City department and are not exhaustive of all potential violations of this Chapter.

PUBLIC SAFETY VIOLATIONS

TABLE 1: GREENVILLE POLICE PUBLIC SAFETY VIOLATIONS

MAJOR VIOLATIONS	MINOR VIOLATIONS
Aggravated Assault (to include shootings, stabbings, violent assaults resulting in significant injury, employee assaulting patron with significant injury)	Sale of Alcohol to Minors by Outlet Staff
Sexual Assaults	Minor Altercations (fights-little or no injury, verbal disputes requiring police intervention)
Security Neglect	ALE/ABC issues
Prostitution	Security Violation (Minor)
Negligent service of alcohol resulting in severe injury or death	Negligent service of alcohol resulting in injury to persons or property; no injury/treatment required by medical personnel/facility
Selling drugs on premises	Noise Violations
	Other Nuisance Violations

TABLE 2: GREENVILLE FIRE/RESCUE/BUILDING CODE PUBLIC SAFETY VIOLATIONS

MAJOR VIOLATIONS	MINOR VIOLATIONS
Blocked egress or exit that is inoperable/ Inadequate means of egress	Exit sign not working properly
Fire protection system impairment including sprinkler/fire alarm	Emergency lighting not working properly
Illegal/unapproved use of pyrotechnics	Fire extinguishers expired or not working properly
Installation of unapproved wall coverings that promote flame spread	Misuse of extension cords
Hazardous conditions prone to cause fire	Damaged electrical outlets
Bad condition of walls	Unapproved construction or modification to existing space (potentially major if significant change as determined Fire Marshal)
Overloaded floors	Failure to complete required staff training
Defective construction	

Decay	
Unsafe wiring or heating systems	

TABLE 3: PUBLIC NUISANCE VIOLATIONS

VIOLATIONS	RESPONSIBLE DEPARTMENT
Noise	GPD
Trash and debris	NBS
Lack of required security personnel on-site	GPD, PDS
Other minor SUP violation	GPD, FR, PDS
Non-life safety building/fire/zoning violations	GPD, PDS

(e) *Continuing violations.* If a violation of this article is not corrected within the time specified in the notice and citation or other lawful order issued hereunder, the violator shall be guilty of a new and separate violation, and each day's further continuing violation shall be a separate and distinct violation, enforceable by all the remedies herein set forth, including additional civil penalties.

(f) *Compliance.* Microbreweries that have not received any violations of one or more instances of noncompliance with applicable laws, codes and ordinances, including but not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions may be recommended for renewal by the Director of Planning and Development Services or their representative to the Board of Adjustment at the annual review.

(g) *Noncompliance; and modification or revocation.* Staff may request for the Board of Adjustment to hold a hearing for a modification or revocation of a special use permit for any establishment that has enforcement actions for numerous violations of one or more instances of noncompliance with applicable laws, codes and ordinances including Notices of Violation and/or numerous calls for service from City departments such as Police, Fire, Public Works, or Planning & Development Services, not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, notices of violations and special use permit conditions at any time. The property owner and permit holder, if applicable, as specified under subsection (QQ)(10) below, shall be provided notice of the meeting and a copy of the staff report.

(h) *Quasi-judicial hearing.* Any hearing for a modification or revocation of a special use permit shall be in the nature of and in accordance with the requirements for a hearing upon a special use permit application. After the hearing and in accordance with the provisions of section 9-4-81, the Board of Adjustment may the special use permit pursuant to this subsection (QQ) and section 94-82. The modification or revocation of the special use permit by the Board of Adjustment after the hearing shall constitute a revocation of the previously granted special use permit for a microbrewery.

(i) *Revocation.* If a special use permit is revoked for any reason, use of the property allowed by such special use permit shall be discontinued immediately.

(7) Malt beverages produced for retail sales for on-premises and off-premises consumption shall comply with ABC permit requirements set forth in G.S. 18B-1001 as amended and issuance of on-premises malt beverage permit for breweries as authorized by G.S. 18B-1104 as amended and all other laws pursuant to G.S. 18B as amended.

(8) *Litter/debris.* The owner(s) and operator(s) of a microbrewery shall collect and properly dispose of all litter and debris generated by their establishment or patrons immediately following the closure of business or not later than 7:00 a.m. each morning following any period of operation. All litter or debris shall be collected from within the boundaries of the establishment, associated parking areas, adjacent sidewalks and public rights-of-way or other adjacent public property open to the public. In addition, the owner(s) and operator(s) of a microbrewery shall comply with the provisions of Title 11, Chapter 9 of the City Code.

(9) In addition to subsection (QQ)(8) above, the Board of Adjustment may establish specific and reasonable litter and trash mitigation standards or requirements.

(10) *Ownership and/or permit holder.* The special use permit shall be issued to the property owner as listed on the tax records of the county or to the person/entity that has been authorized by the property owner via the special use permit application, herein referred to as the permit holder. When the ownership of any property, which has a special use permit for a microbrewery is transferred to a new owner by sale or other means, the new owner shall sign and file with the office of the Director of Planning and Development Services an acknowledgment of the rights, conditions and responsibilities of the special use permit prior to operation of the use under the permit. The acknowledgment shall be made on forms provided by the planning office.

(11) *Noise-amplified entertainment.* In no event shall the noise generated by amplified audio entertainment exceed the noise control provisions as provided in Title 12, Chapter 5, of the Greenville City Code. For purposes of this section, “amplified audio entertainment” shall mean any type of music or other entertainment delivered through and by an electronic system; provided, however, televisions operating with no amplification other than their internal speakers or televisions connected to a master sound system operating at low amplification and indoor background music system operating at a low amplification and not intended as a principal form of entertainment shall not be deemed amplified audio entertainment. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment. Security personnel shall remain on duty until the close of business and later to such time that all patrons and other persons, other than employees, have vacated the premises and associated parking area.

(12) If amplified entertainment is provided after 11:00 p.m., the establishment shall employ uniformed security guard(s) provided by a security guard and control profession licensed in accordance with the provisions of G.S. Chapter 74C in the following ratios:

Approved occupancy as determined by the Builder Inspector	Number of Security Personnel
1-100	1
101-200	2
201-300	3
301-400	4
401-500	5

If occupancy exceeds 500, the same ratios shall apply as in the above table.

Establishments that have an approved occupancy of no more than 100 and provide amplified entertainment after 11PM, shall employ no less than 2 security guards in order for one guard to be located within the establishment and one guard to patrol the parking lot where applicable.

(13) *Security plan.* A security plan shall be submitted to the Greenville Police Department for review and approval along with the special use permit application. Additional security personnel maybe required at the discretion of the Chief of Police based on location, proximity to similar uses, such as bars, bar 2022s, micro distilleries and other microbreweries, and building occupancy. The required security personnel shall remain on duty and visible outside the establishment, and shall be accessible to law enforcement officers at all time. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment.

(14) *Lighting plan.* A lighting plan shall be submitted to the Director of Planning and Development Services or authorized agent for review and approval, and lighting fixtures shall be installed and maintained pursuant to the approved plan which illuminates all exterior portions of the building, lot area and parking lot as determined appropriate by the Director of Planning and Development Services, or authorized agent. Lighting shall be located and shielded to prevent the light cone of all exterior fixtures from encroaching beyond the property boundary line and into any adjacent public right-of-way, property or dwelling. Required or additional optional lighting shall comply with this subsection and section 9-4-104. A lighting plan will only be required when parking is located on private property.

(15) Shall use computer applications and software to detect fake identification (IDs).

(16) Shall comply with all current building codes and safety standards.

(17) *Penalties.*

(a) Any violation of the provisions of this chapter or a failure to comply with any of its requirements shall subject the violator to a civil penalty as follows:

Type of Violation	First Day	Second Day/Second Violation within 12 Months	Third Day/Third Violation within 12 Months
Major Violation	\$500	\$1,000	\$2,000
Minor Violation	\$250	\$500	\$1,000

(b) *Payment.* Violators shall be issued a citation which must be paid within 72 hours. If a person fails to pay the civil penalty within 72 hours, the city may recover the penalty together with all costs by filing a civil action in the general court of justice in the nature of a suit to collect a debt.

(c) *Other remedies.* In addition to the issuance of a notice of violation, citation, or some other order, the modification or revocation of a microbrewery special use permit, or imposition of civil penalties, any person who violates this article may be subject to any and all civil and equitable remedies set out in G.S. § 160A-175 and G.S. § 160D-404(c) in a court of competent jurisdiction.

(d) *Continuing violations.* Each day that any violation continues shall be considered a separate violation for purposes of the penalties and remedies specified in this section. Notwithstanding the foregoing, the Zoning Enforcement Officer may invoke the escalating civil penalties authorized by subsection (a) whenever the violation continues and there has been sufficient time, no more than 72 hours, for the violation to be corrected after notification that the violation exists or whenever the violation has occurred previously during a 12-month period.

(e) *Cumulative penalties and remedies.* Anyone, all, or any combination of the foregoing penalties and remedies may be used to enforce this chapter.

(f) *Interested parties.* The owner, tenant or occupant of any building or land or part thereof and any architect, builder, contractor, agent, or other person who participates in, assists, directs, creates, or maintains any situation that is contrary to the requirements of this chapter may be held responsible for the violation and suffer the penalties and be subject to the remedies herein provided.

(18) *Appeals.*

(a) Appeals of Zoning Enforcement violations shall be made to the Board of Adjustment in accordance with 9-4-351 and shall be submitted to the City Clerk within 30 days of issuance of Notice of Violation.

(b) Appeals from Greenville Police Department, Fire/Rescue and Public Nuisance violations shall be in accordance with standards and policies of the appropriate department.

(19) Any microbrewery that has been issued a special use permit by the Board of Adjustment shall continue under the terms and conditions of the issued special use permit unless there is a modification or a revocation.

(20) A bar may add, subject to an approved special use permit, a state ABC permit and a local beer and wine license, if required, a microbrewery operation as an accessory use provided it complies with the following:

- (a) The area of the bar devoted to operating the brewing equipment shall not exceed 49% of the area of the bar including the area devoted to the operation of the brewing equipment.

(21) *Separation Distance.* At the time of special use permit approval, a microbrewery shall not be located within a 500-foot radius, including street rights-of-way, of (i) a conforming use single-family dwelling located in any district, or (ii) any single-family residential zoning district. The required measurement shall be from the building or structure containing the bar to the nearest single-family dwelling lot line or single-family residential zoning district boundary line. For purpose of this section, the term "single-family residential zoning district" shall include any RA20, R15S, R9S, R6S, and MRS district."

Section 5. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 6: 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 7: That this ordinance shall become effective upon its adoption.

ADOPTED this 11th day of December, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

Doc. # 1209396

Excerpt from the draft Planning & Zoning Commission Minutes (11/18/2025)

REQUEST BY PLANNING AND DEVELOPMENT SERVICES DEPARTMENT TO AMEND THE STANDARDS OF THE BAR 2022 USE BY INCREASING THE TOTAL MAXIMUM SIZE LIMIT FROM 2,000 SQUARE FEET TO 3,500 SQUARE FEET, TO ADD A SEPARATION DISTANCE THAT THE USE SHALL NOT BE CLOSER THAN 500 FEET FROM ALL SINGLE-FAMILY ZONING DISTRICTS AND/OR SINGLE-FAMILY DWELLINGS LOCATED IN A ZONING DISTRICT THAT ALLOWS SINGLE-FAMILY USES, AND TO EXPAND THE ALLOWABLE ZONING DISTRICTS TO INCLUDE: CD (DOWNTOWN COMMERCIAL), CDF (DOWNTOWN COMMERCIAL FRINGE), CG (GENERAL COMMERCIAL), AND CH (HEAVY COMMERCIAL) WITH A SPECIAL USE PERMIT. THIS REQUEST ALSO INCLUDES AMENDING THE STANDARDS OF THE MICROBREWERY USE TO ALLOW THESE USES TO HAVE THE ABILITY TO HAVE A MIXED BEVERAGE PERMIT, TO ADD A MAXIMUM TOTAL SIZE LIMIT OF 8,000 SQUARE FEET, TO ADD A SEPARATION DISTANCE THAT THE USE SHALL NOT BE CLOSER THAN 500 FEET FROM ALL SINGLE-FAMILY ZONING DISTRICTS AND/OR SINGLE-FAMILY DWELLINGS LOCATED IN A ZONING DISTRICT THAT ALLOWS SINGLE-FAMILY USES, AND TO ADD COMPLIANCE STANDARDS WITH CERTAIN PUBLIC SAFETY AND PUBLIC NUISANCE ISSUES TO MAINTAIN THE REQUIRED SPECIAL USE PERMIT.

Chantae Gooby, Chief Planner, presented on behalf of City Staff. Through the years, there have been many discussions by past Councils concerning alcohol establishments in Greenville. The discussions have been on how to balance the number and location of alcohol establishments, public safety as well as quality of life of those that live in close proximity of alcohol establishments. There have been changes to regulations to try to achieve this balance. In June 2025, City staff provided Council an overview of alcohol establishments in Greenville, the “500-foot rule”, and the Bar 2022 use. In August 2025, City staff made a presentation specifically for the Bar 2022 use; there was discussion on potential modifications to increase opportunities for this use. In September 2025, City staff made a presentation specifically for the Microbrewery use; there was discussion of allowing this use to have a mixed beverages permit. In October 2025, City staff provided a follow-up of the past discussions and Council directed staff to proceed with the discussed modifications.

CURRENT STANDARDS DEFINITION

Bar 2022

An establishment of which the principal use is entertainment, and which meets all of the following:

- (1) Occupies less than 2,000 square feet of space of premises;
- (2) May provide live or recorded amplified music;
- (3) May provide a floor show;
- (4) May provide a dance area;
- (5) Only allowed in a specific geographic area

No spacing requirement.

PROPOSED MODIFICATIONS DEFINITION

Bar 2022

An establishment of which the principal use is entertainment, and which meets all of the following:

- (1) Occupies less than ~~2,000~~ 3,500 square feet of space of premises;
- (2) May provide live or recorded amplified music;
- (3) May provide a floor show;
- (4) May provide a dance area;
- ~~—(5) Only allowed in a specific geographic area~~

Allow Use with a Special Use Permit in the following districts:

- Downtown Commercial (CD)
- Downtown Commercial Fringe (CDF)
- General Commercial (CG)
- Heavy Commercial (CH)

Add Residential Spacing Requirements

- 500-foot spacing requirement from single-family dwellings located in a zoning district that allows single family uses. Measured from lot lines.
- 500-foot spacing from all single-family residential zoning districts. Measured from lot lines.

Microbreweries

Current Standards for Microbreweries

- Primary use is the brewing of beer on-site; may sell beer and wine for on-premise consumption
- There is currently no maximum size limit.
- There is a size standard for the brewing equipment.
 - Standard: at least 30% minimum of the floor area but no more than 5,000 SF.
- May NOT have a mixed beverages permit for consumption of liquor for on-premise consumption.
- Requires a Special Use Permit in the following districts:
 - Downtown Commercial (CD)
 - Downtown Commercial Fringe (CDF)
 - General Commercial (CG)
 - Heavy Commercial (CH)
 - Permitted by-right: Mixed-Use Institutional

PROPOSED MODIFICATIONS

Microbrewery. An establishment of which the principal use is the brewing of malt beverages and which meets the following:

- (a) Occupies less than 8,000 square feet of space of the premises;
- (b) May provide live or recorded amplified music;
- (c) May have a mixed beverages permit from ABC for on-premises consumption of mixed beverages;
- (d) May have an on-premises malt beverage and off-premises malt beverage permits from ABC for the on-premises and off-premises consumption of malt beverages; and/or
- (e) May have an on-premises permit for fortified and unfortified wine permits from ABC for the on-premises consumption of fortified and unfortified wines.
- (f) Require a security plan approved by Greenville Police Department to provide for necessary security personnel
- (g) Require a lighting plan for parking lot to ensure adequate that the exterior portion of the property is appropriate and in compliance with the City's Lighting Standards

Add compliance standards for violations

- 1. Public Safety Violations (Health & Safety), e.g.:
 - **Major** - assault or blocked exits
 - **Minor** - sale of alcohol to minor or fire extinguisher expired
- 2. Public Nuisances (Quality of Life), e.g., Trash and debris outside of establishment.

Major and Minor Public Safety Violations Issued by the Police Department

Table 1: Greenville Police Public Safety Violations Major Violations	
Major Violations	Minor Violations
Aggravated Assault (to include shootings, stabbings, violent assaults resulting in significant injury, employee assaulting patron with significant injury)	Sale of Alcohol to Minors by Outlet Staff
Sexual Assaults	Minor Altercations (fights-little or no injury, verbal disputes requiring police intervention)
Security Neglect	ALE/ABC issues
Prostitution	Security Violation (Minor)
Negligent service of alcohol resulting in severe injury or death	Negligent service of alcohol resulting in injury to persons or property; no injury/treatment required by medical personnel/facility
Selling drugs on premises	Noise Violations
	Other Nuisance Violations

Major and Minor Public Safety Violations Issued by the Fire/Rescue Department and/or the Inspections Division

Table 2: Greenville Fire/Rescue/Building Code Public Safety Violations	
Major Violations	Minor Violations
Blocked egress or exit that is inoperable/ Inadequate means of egress	Exit sign not working properly
Fire protection system impairment including sprinkler/fire alarm	Emergency lighting not working properly
Illegal/unapproved use of pyrotechnics	Fire extinguishers expired or not working properly
Installation of unapproved wall coverings that promote flame spread	Misuse of extension cords
Hazardous conditions prone to cause fire	Damaged electrical outlets
Bad condition of walls	Unapproved construction or modification to existing space (potentially major if significant change as determined Fire Marshal)
Overloaded floors	Failure to complete required staff training
Defective construction	
Decay	
Unsafe wiring or heating systems	

Public Nuisance Violations Issued by Police, Fire/Rescue, and Planning Departments

Table 3: Public Nuisance Violations	
Violation	Responsible Department
Noise	GPD
Trash and debris	NBS
Lack of required security personnel on-site	GPD, PDS
Other minor SUP violation	GPD, FR, PDS
Non-life safety building/fire/zoning violations	FR, PDS
Lack of permit holder or on-site manager on the premises	GPD, PDS

Citations

Type of Violation	First Day	Second Day/Second Violation within 12 Months	Third Day/Second Violation within 12 Months
Major Violation	\$500	\$1,000	\$2,000
Minor Violation	\$250	\$500	\$1,000

In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

Chair Collins opened the public hearing.

No one spoke in favor of the request.

No one spoke in opposition of the request.

Chair Collins closed the public hearing and opened board discussion.

Mr. Remington stated what prompted you to choose the 3,500 square feet for the space of premises.

Chief Planner Chantae Gooby stated it was based on the number of available opportunities, the need for a reasonable cap, and considerations of equity.

Mr. White stated that when making a recommendation for approval or denial, we should be mindful of exactly what is being voted on, as alcohol can play a detrimental role in potential violations.

Mr. Remington stated that this is a great idea because there are people that live outside the downtown area that would like to visit a bar and they would not have to drive as far.

Mr. Arcuri stated that this would support community growth and enhance walkability in Greenville. It will also bring economic growth.

Ms. Jacobs stated that it would be beneficial because it would create opportunities for greater diversity.

Motion made by Mr. Woodmansee, seconded by Ms. Stone, to recommend approval of the proposed amendment, to advise that it is consistent with the comprehensive plan and to adopt the staff report which addresses plan consistency and other matters. Favor: Woodmansee, Stone, Self, Jacobs. Opposition: White. Vote: 4:1. Motion passed.

Text in red is the proposed language and text in red with strikethrough (~~text~~) is proposed to be deleted.

DEFINITION:

Bar 2022. An establishment of which the principal use is entertainment and which meets all of the following:

- (a) Occupies less than ~~2,000~~ 3,500 square feet of space of premises;
- (b) May provide live or recorded amplified music;
- (c) May provide a floor show;
- (d) May provide a dance area;
- (e) ~~Shall only be allowed with a special use permit in the following geographic area: Uptown District: Beginning at the intersection of West Third Street and South Pitt Street, between along West and East Third Streets between South Pitt Street and Reade Street; Reade Street and Reade Circle between East Third Street to Cotanche Street; Cotanche Street between Reade Circle to East Eighth Street; East Eighth Street between Cotanche Street and Evans Street; Evans Street between East Eighth Street and East Tenth Street; West Tenth Street between Evans Street and Coastal Seaboard Railroad; Coastal Seaboard Railroad between West Tenth Street and West Fifth Street; West Fifth Street between Coastal Seaboard Railroad and Pitt-Greene Connector; South Pitt Street between West Fifth Street to West Third Street and returning to the point of beginning. See map on page 6.~~

ZONING DISTRICTS

Requires a special use permit in the following zoning districts: CD (Downtown Commercial), CDF (Downtown Commercial Fringe), CG (General Commercial), CH (Heavy Commercial)

STANDARDS:

Section 9-4-86(VV)

(VV) Bar 2022

(1) (a) *Annual Review*. A special use permit for a bar 2022 is subject to annual review in accordance with the provisions of this section (VV). Nothing herein shall prohibit or restrict the authority of the Board of Adjustment to modify, rescind or revoke a special use permit for a bar 2022 in accordance with the provisions of section [9-4-83](#).

(b) *Control of Premises*. It shall be unlawful for any permit holder to relinquish control of a bar 2022 to any person except an on-site manager. The permit holder or an on-site manager must remain on and in control of the premises during all events, including private parties.

(c) *Reporting*. At the regular January meeting of the Board of Adjustment, the Director of Planning and Development Services or their authorized representative shall present to the Board of Adjustment a written staff report of any violation that has been issued for which the annual review shall include a finding of one or more instances of noncompliance with applicable laws, codes and ordinances, including but not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions of approval. If the Board of Adjustment votes to hold a modification or revocation of the special use permit, the property owner, as specified under subsection (VV)(4) below, shall be provided notice of the meeting and a copy of the staff report.

(d) *Violations.* The following tables show public safety and public nuisance violations based on the applicable City department and are not exhaustive of all potential violations of this Chapter.

PUBLIC SAFETY VIOLATIONS

TABLE 1: GREENVILLE POLICE PUBLIC SAFETY VIOLATIONS

MAJOR VIOLATIONS	MINOR VIOLATIONS
Aggravated Assault (to include shootings, stabbings, violent assaults resulting in significant injury, employee assaulting patron with significant injury)	Sale of Alcohol to Minors by Outlet Staff
Sexual Assaults	Minor Altercations (fights-little or no injury, verbal disputes requiring police intervention)
Security Neglect	ALE/ABC issues
Prostitution	Security Violation (Minor)
Negligent service of alcohol resulting in severe injury or death	Negligent service of alcohol resulting in injury to persons or property; no injury/treatment required by medical personnel/facility
Selling drugs on premises	Noise Violations
	Other Nuisance Violations

TABLE 2: GREENVILLE FIRE/RESCUE/BUILDING CODE PUBLIC SAFETY VIOLATIONS

MAJOR VIOLATIONS	MINOR VIOLATIONS
Blocked egress or exit that is inoperable/ Inadequate means of egress	Exit sign not working properly
Fire protection system impairment including sprinkler/fire alarm	Emergency lighting not working properly
Illegal/unapproved use of pyrotechnics	Fire extinguishers expired or not working properly
Installation of unapproved wall coverings that promote flame spread	Misuse of extension cords
Hazardous conditions prone to cause fire	Damaged electrical outlets
Bad condition of walls	Unapproved construction or modification to existing space (potentially major if significant change as determined Fire Marshal)
Overloaded floors	Failure to complete required staff training
Defective construction	
Decay	
Unsafe wiring or heating systems	

TABLE 3: PUBLIC NUISANCE VIOLATIONS

VIOLATIONS	RESPONSIBLE DEPARTMENT
Noise	GPD
Trash and debris	NBS
Lack of required security personnel on-site	GPD, PDS
Other minor SUP violation	GPD, FR, PDS
Non-life safety building/fire/zoning violations	GPD, PDS

(e) *Continuing Violations.* If a violation of this article is not corrected within the time specified in the notice and citation or other lawful order issued hereunder, the violator shall be guilty of a new and separate violation, and each day's further continuing violation shall be a separate and distinct violation, enforceable by all the remedies herein set forth, including additional civil penalties.

(f) *Compliance.* Bar 2022s that have not received any violations of one or more instances of noncompliance with applicable laws, codes and ordinances, including but not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions may be recommended for renewal by the Director of Planning and Development Services or their representative to the Board of Adjustment at the annual review.

(g) *Noncompliance; Modification or Revocation.* Staff may request the Board of Adjustment hold a hearing for a modification or revocation of a special use permit for any establishment that has enforcement actions for numerous violations of one or more instances of noncompliance with applicable laws, codes and ordinances including Notices of Violation and/or numerous calls for service from City departments such as Police, Fire, Public Works, or Planning & Development Services, not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, notices of violations and special use permit conditions at any time. The property owner, as specified under subsection (VV)(4), below shall be provided notice of the meeting and a copy of the staff report.

(h) *Quasi-Judicial Hearing.* Any hearing for a modification or revocation of a special use permit shall be in the nature of and in accordance with the requirements for a hearing upon a special use permit application. After the hearing and in accordance with the provisions of section [9-4-81](#), the Board of Adjustment may modify the conditions or revoke a special use permit pursuant to this section (VV) and section [9-4-82](#). The modification or revocation of the special use permit by the Board of Adjustment after the hearing shall constitute a revocation of the previously granted special use permit for a bar 2022.

(i) *Revocation.* If a special use permit is revoked for any reason, use of the property allowed by such special use permit shall be discontinued immediately.

(2) *Litter/Debris.* The owner(s) and/or operator(s) of a bar 2022 shall collect and properly dispose of all litter and debris generated by their establishment or patrons immediately following the closure of business or not later than 7:00 a.m. each morning following any period of operation. All litter or debris shall be collected from within the boundaries of the establishment, associated parking areas, adjacent sidewalks and public rights-of-way or other adjacent public property open to the public. In addition, the owner(s) and operator(s) of a public or private club shall comply with the provisions of Title 11, Chapter 9 of the City Code, whether or not the establishment is a nightclub, bar or tavern.

(3) In addition to subsection (F) above, the Board of Adjustment may establish specific and reasonable litter and trash mitigation standards or requirements.

(4) *Ownership and/or permit holder.* The special use permit shall be issued to the property owner as listed on the tax records of the county or to the person/entity that has been authorized by the property owner via the special use permit application, herein referred to as the permit holder. When the ownership of any property, which has a special use permit for a microbrewery is transferred to a new owner by sale or other means, the new owner shall sign and file with the office of the Director of Planning and Development Services an

acknowledgment of the rights, conditions and responsibilities of the special use permit prior to operation of the use under the permit. The acknowledgment shall be made on forms provided by the planning office.

(5) *Noise-amplified entertainment.* In no event shall the noise generated by amplified audio entertainment exceed the noise control provisions as provided in Title 12, Chapter 5, of the Greenville City Code. For purposes of this section, “amplified audio entertainment” shall mean any type of music or other entertainment delivered through and by an electronic system; provided, however, televisions operating with no amplification other than their internal speakers or televisions connected to a master sound system operating at low amplification and indoor background music system operating at a low amplification and not intended as a principal form of entertainment shall not be deemed amplified audio entertainment. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment. Security personnel shall remain on duty until the close of business and later to such time that all patrons and other persons, other than employees, have vacated the premises and associated parking area.

(6) If amplified entertainment is provided after 11PM, the establishment shall employ uniformed security guard(s) provided by a security guard and control profession licensed in accordance with the provisions of G.S. Chapter 74C in the following ratios:

Approved occupancy as determined by the Building Inspector	Number of Security Personnel
1-100	1
101-200	2
201-300	3
301-400	4
401-500	5

If occupancy exceeds 500, the same ratios shall apply as in the above table.

Establishments that have an approved occupancy of no more than 100 and provide amplified entertainment after 11PM, shall employ no less than 2 security guards in order for one guard to be located within the establishment and one guard to patrol the parking lot where applicable.

(7) *Security plan.* A security plan shall be submitted to the Greenville Police Department for review and approval along with the special use permit application. Additional security personnel maybe required at the discretion of the Chief of Police based on location, proximity to similar uses, such as bars, bar 2022s, **microbreweries and/or micro distilleries**, and building occupancy. The required security personnel shall remain on duty and visible outside the establishment, and shall be accessible to law enforcement officers at all time. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment.

(8) *Lighting plan.* A lighting plan shall be submitted to the Director of Planning and Development Services or authorized agent for review and approval, and lighting fixtures shall be installed and maintained pursuant to the approved plan which illuminates all exterior portions of the building, lot area and parking lot as determined appropriate by the Director of Planning and Development Services, or authorized agent. Lighting shall be located and shielded to prevent the light cone of all exterior fixtures from encroaching beyond the property boundary line and into any adjacent public right-of-way, property or dwelling. Required or additional optional lighting shall

comply with this subsection and section [9-4-104](#). A lighting plan will only be required when parking is located on private property.

~~(9-10) Parking. Shall be exempt of parking requirements in Article O in the Uptown District Area. Article O. Parking standards apply in all areas except the Uptown District Area.~~

~~(10-9)~~ Shall use computer applications and software to detect fake identification (IDs).

~~(11-10)~~ Shall comply with all current building codes and safety standards.

~~(12) Within the geographic areas as described in the definition of a Bar 2022(h), there is no separation between a bar 2022 and any other use or zoning district.~~

~~(13-11)~~ Shall only be granted one special use permit for the operation of one Bar 2022 per parcel and/or building regardless of available units, suites, or square footage within the building.

~~(14-12)~~ Penalties

(a) Any violation of the provisions of this chapter or a failure to comply with any of its requirements shall subject the violator to a civil penalty as follows:

Type of Violation	First Day	Second Day/Second Violation within 12 Months	Third Day/Second Violation within 12 Months
Major Violation	\$500	\$1,000	\$2,000
Minor Violation	\$250	\$500	\$1,000

(b) *Payment.* Violators shall be issued a citation which must be paid within 72 hours. If a person fails to pay the civil penalty within 72 hours, the city may recover the penalty together with all costs by filing a civil action in the general court of justice in the nature of a suit to collect a debt.

(c) *Other Remedies.* In addition to the issuance of a notice of violation, citation, or some other order, the modification or revocation of a Bar 2022 special use permit, or imposition of civil penalties, any person who violates this article may be subject to any and all civil and equitable remedies set out in G.S. § 160A-175 and G.S. § 160D-404(c) in a court of competent jurisdiction.

(d) *Continuing Violations.* Each day that any violation continues shall be considered a separate violation for purposes of the penalties and remedies specified in this section. Notwithstanding the foregoing, the Zoning Enforcement Officer may invoke the escalating civil penalties authorized by subsection (A) whenever the violation continues and there has been sufficient time, no more than 72 hours, for the violation to be corrected after notification that the violation exists or whenever the violation has occurred previously during a 12-month period.

(e) *Cumulative Penalties and Remedies.* Anyone, all, or any combination of the foregoing penalties and remedies may be used to enforce this chapter.

(f) *Interested Parties*. The owner, tenant or occupant of any building or land or part thereof and any architect, builder, contractor, agent, or other person who participates in, assists, directs, creates, or maintains any situation that is contrary to the requirements of this chapter may be held responsible for the violation and suffer the penalties and be subject to the remedies herein provided.

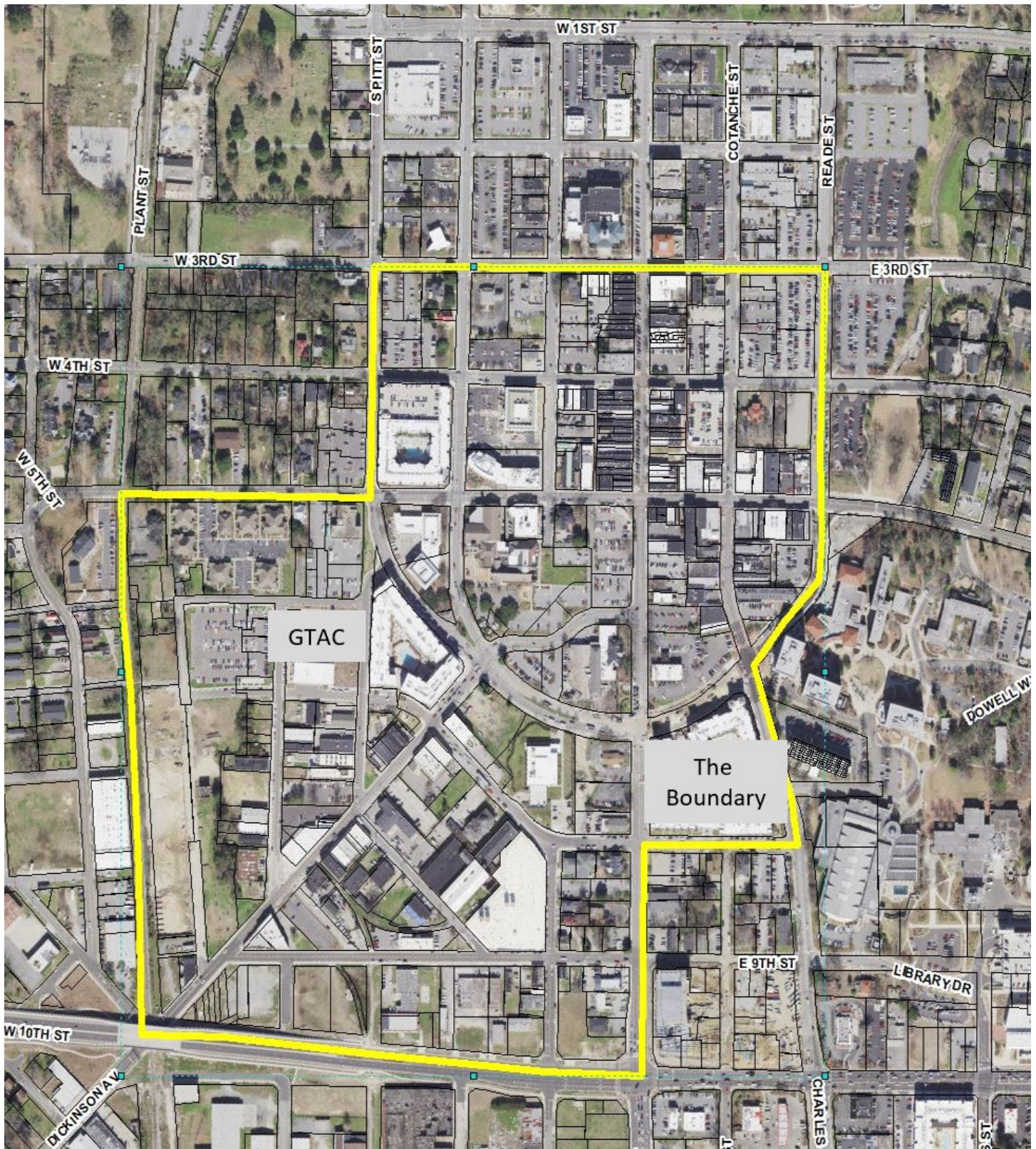
~~(15)~~ 13) Appeals

(a) Appeals of Zoning Enforcement violations shall be made to the Board of Adjustment in accordance with 9-4-351 and shall be submitted to the City Clerk within 30 days of issuance of Notice of Violation.

(b) Appeals from Greenville Police Department, Fire/Rescue and Public Nuisance violations shall be in accordance with standards and policies of the appropriate department.

(14) At the time of special use permit approval, a bar 2022 shall not be located within a 500-foot radius, including street rights-of-way, of (i) a conforming use single-family dwelling located in any district, or (ii) any single-family residential zoning district. The required measurement shall be from the building or structure containing the bar to the nearest single-family dwelling lot line or single-family residential zoning district boundary line. For purpose of this section, the term "single-family residential zoning district" shall include any RA20, R15S, R9S, R6S, and MRS district.

BAR 2022 ELIGIBLE AREA
The eligible area is proposed to be deleted.



DEFINITION:

Bar 2022. An establishment of which the principal use is entertainment and which meets all of the following:

- (a) Occupies less than 3,500 square feet of space of premises;
- (b) May provide live or recorded amplified music;
- (c) May provide a floor show;
- (d) May provide a dance area;

ZONING DISTRICTS

Requires a special use permit in the following zoning districts: CD (Downtown Commercial), CDF (Downtown Commercial Fringe), CG (General Commercial), CH (Heavy Commercial)

STANDARDS:

Section 9-4-86(VV)

(VV) Bar 2022

(1) (a) *Annual Review*. A special use permit for a bar 2022 is subject to annual review in accordance with the provisions of this section (VV). Nothing herein shall prohibit or restrict the authority of the Board of Adjustment to modify, rescind or revoke a special use permit for a bar 2022 in accordance with the provisions of section [9-4-83](#).

(b) *Control of Premises*. It shall be unlawful for any permit holder to relinquish control of a bar 2022 to any person except an on-site manager. The permit holder or an on-site manager must remain on and in control of the premises during all events, including private parties.

(c) *Reporting*. At the regular January meeting of the Board of Adjustment, the Director of Planning and Development Services or their authorized representative shall present to the Board of Adjustment a written staff report of any violation that has been issued for which the annual review shall include a finding of one or more instances of noncompliance with applicable laws, codes and ordinances, including but not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions of approval. If the Board of Adjustment votes to hold a modification or revocation of the special use permit, the property owner, as specified under subsection (VV)(4) below, shall be provided notice of the meeting and a copy of the staff report.

(d) *Violations*. The following tables show public safety and public nuisance violations based on the applicable City department and are not exhaustive of all potential violations of this Chapter.

PUBLIC SAFETY VIOLATIONS

TABLE 1: GREENVILLE POLICE PUBLIC SAFETY VIOLATIONS

MAJOR VIOLATIONS	MINOR VIOLATIONS
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Selling drugs on premises	Noise Violations
	Other Nuisance Violations

TABLE 2: GREENVILLE FIRE/RESCUE/BUILDING CODE PUBLIC SAFETY VIOLATIONS

MAJOR VIOLATIONS	MINOR VIOLATIONS
Blocked egress or exit that is inoperable/ Inadequate means of egress	Exit sign not working properly
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Illegal/unapproved use of pyrotechnics	Fire extinguishers expired or not working properly
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Hazardous conditions prone to cause fire	Damaged electrical outlets
Bad condition of walls	Unapproved construction or modification to existing space (potentially major if significant change as determined Fire Marshal)
Overloaded floors	Failure to complete required staff training
Defective construction	
Decay	
Unsafe wiring or heating systems	

TABLE 3: PUBLIC NUISANCE VIOLATIONS

VIOLATIONS	RESPONSIBLE DEPARTMENT
Noise	GPD
Trash and debris	NBS
Lack of required security personnel on-site	GPD, PDS
Other minor SUP violation	GPD, FR, PDS
Non-life safety building/fire/zoning violations	GPD, PDS

(e) *Continuing Violations.* If a violation of this article is not corrected within the time specified in the notice and citation or other lawful order issued hereunder, the violator shall be guilty of a new and separate violation, and each day's further continuing violation shall be a separate and distinct violation, enforceable by all the remedies herein set forth, including additional civil penalties.

(f) *Compliance.* Bar 2022s that have not received any violations of one or more instances of noncompliance with applicable laws, codes and ordinances, including but not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions may be recommended for renewal by the Director of Planning and Development Services or their representative to the Board of Adjustment at the annual review.

(g) *Noncompliance; Modification or Revocation.* Staff may request the Board of Adjustment hold a hearing for a modification or revocation of a special use permit for any establishment that has enforcement actions for numerous violations of one or more instances of noncompliance with applicable laws, codes and ordinances including Notices of Violation and/or numerous calls for service from City departments such as Police, Fire, Public Works, or Planning & Development Services, not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, notices of violations and special use permit conditions at any time. The property owner, as specified under subsection (VV)(4), below shall be provided notice of the meeting and a copy of the staff report.

(h) *Quasi-Judicial Hearing.* Any hearing for a modification or revocation of a special use permit shall be in the nature of and in accordance with the requirements for a hearing upon a special use permit application. After the hearing and in accordance with the provisions of section [9-4-81](#), the Board of Adjustment may modify the conditions or revoke a special use permit pursuant to this section (VV) and section [9-4-82](#). The modification or revocation of the special use permit by the Board of Adjustment after the hearing shall constitute a revocation of the previously granted special use permit for a bar 2022.

(i) *Revocation.* If a special use permit is revoked for any reason, use of the property allowed by such special use permit shall be discontinued immediately.

(2) *Litter/Debris.* The owner(s) and/or operator(s) of a bar 2022 shall collect and properly dispose of all litter and debris generated by their establishment or patrons immediately following the closure of business or not later than 7:00 a.m. each morning following any period of operation. All litter or debris shall be collected from within the boundaries of the establishment, associated parking areas, adjacent sidewalks and public rights-of-way or other adjacent public property open to the public. In addition, the owner(s) and operator(s) of a public or private club shall comply with the provisions of Title 11, Chapter 9 of the City Code, whether or not the establishment is a nightclub, bar or tavern.

(3) In addition to subsection (F) above, the Board of Adjustment may establish specific and reasonable litter and trash mitigation standards or requirements.

(4) *Ownership and/or permit holder.* The special use permit shall be issued to the property owner as listed on the tax records of the county or to the person/entity that has been authorized by the property owner via the special use permit application, herein referred to as the permit holder. When the ownership of any property, which has a special use permit for a microbrewery is transferred to a new owner by sale or other means, the new owner shall sign and file with the office of the Director of Planning and Development Services an acknowledgment of the rights, conditions and responsibilities of the special use permit prior to operation of the use under the permit. The acknowledgment shall be made on forms provided by the planning office.

(5) *Noise-amplified entertainment.* In no event shall the noise generated by amplified audio entertainment exceed the noise control provisions as provided in Title 12, Chapter 5, of the Greenville City Code. For purposes

of this section, “amplified audio entertainment” shall mean any type of music or other entertainment delivered through and by an electronic system; provided, however, televisions operating with no amplification other than their internal speakers or televisions connected to a master sound system operating at low amplification and indoor background music system operating at a low amplification and not intended as a principal form of entertainment shall not be deemed amplified audio entertainment. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment. Security personnel shall remain on duty until the close of business and later to such time that all patrons and other persons, other than employees, have vacated the premises and associated parking area.

(6) If amplified entertainment is provided after 11PM, the establishment shall employ uniformed security guard(s) provided by a security guard and control profession licensed in accordance with the provisions of G.S. Chapter 74C in the following ratios:

Approved occupancy as determined by the Building Inspector	Number of Security Personnel
1-100	1
101-200	2
201-300	3
301-400	4
401-500	5

If occupancy exceeds 500, the same ratios shall apply as in the above table.

Establishments that have an approved occupancy of no more than 100 and provide amplified entertainment after 11PM, shall employ no less than 2 security guards in order for one guard to be located within the establishment and one guard to patrol the parking lot where applicable.

(7) *Security plan.* A security plan shall be submitted to the Greenville Police Department for review and approval along with the special use permit application. Additional security personnel maybe required at the discretion of the Chief of Police based on location, proximity to similar uses, such as bars, bar 2022s, microbreweries and/or micro distilleries, and building occupancy. The required security personnel shall remain on duty and visible outside the establishment, and shall be accessible to law enforcement officers at all time. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment.

(8) *Lighting plan.* A lighting plan shall be submitted to the Director of Planning and Development Services or authorized agent for review and approval, and lighting fixtures shall be installed and maintained pursuant to the approved plan which illuminates all exterior portions of the building, lot area and parking lot as determined appropriate by the Director of Planning and Development Services, or authorized agent. Lighting shall be located and shielded to prevent the light cone of all exterior fixtures from encroaching beyond the property boundary line and into any adjacent public right-of-way, property or dwelling. Required or additional optional lighting shall comply with this subsection and section [9-4-104](#). A lighting plan will only be required when parking is located on private property.

(9) Shall use computer applications and software to detect fake identification (IDs).

(10) Shall comply with all current building codes and safety standards.

(11) Shall only be granted one special use permit for the operation of one Bar 2022 per parcel and/or building regardless of available units, suites, or square footage within the building.

(12) Penalties

(a) Any violation of the provisions of this chapter or a failure to comply with any of its requirements shall subject the violator to a civil penalty as follows:

Type of Violation	First Day	Second Day/Second Violation within 12 Months	Third Day/Second Violation within 12 Months
Major Violation	\$500	\$1,000	\$2,000
Minor Violation	\$250	\$500	\$1,000

(b) *Payment.* Violators shall be issued a citation which must be paid within 72 hours. If a person fails to pay the civil penalty within 72 hours, the city may recover the penalty together with all costs by filing a civil action in the general court of justice in the nature of a suit to collect a debt.

(c) *Other Remedies.* In addition to the issuance of a notice of violation, citation, or some other order, the modification or revocation of a Bar 2022 special use permit, or imposition of civil penalties, any person who violates this article may be subject to any and all civil and equitable remedies set out in G.S. § 160A-175 and G.S. § 160D-404(c) in a court of competent jurisdiction.

(d) *Continuing Violations.* Each day that any violation continues shall be considered a separate violation for purposes of the penalties and remedies specified in this section. Notwithstanding the foregoing, the Zoning Enforcement Officer may invoke the escalating civil penalties authorized by subsection (A) whenever the violation continues and there has been sufficient time, no more than 72 hours, for the violation to be corrected after notification that the violation exists or whenever the violation has occurred previously during a 12-month period.

(e) *Cumulative Penalties and Remedies.* Anyone, all, or any combination of the foregoing penalties and remedies may be used to enforce this chapter.

(f) *Interested Parties.* The owner, tenant or occupant of any building or land or part thereof and any architect, builder, contractor, agent, or other person who participates in, assists, directs, creates, or maintains any situation that is contrary to the requirements of this chapter may be held responsible for the violation and suffer the penalties and be subject to the remedies herein provided.

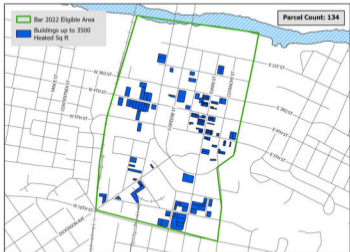
(13) Appeals

(a) Appeals of Zoning Enforcement violations shall be made to the Board of Adjustment in accordance with 9-4-351 and shall be submitted to the City Clerk within 30 days of issuance of Notice of Violation.

(b) Appeals from Greenville Police Department, Fire/Rescue and Public Nuisance violations shall be in accordance with standards and policies of the appropriate department.

(14) At the time of special use permit approval, a bar 2022 shall not be located within a 500-foot radius, including street rights-of-way, of (i) a conforming use single-family dwelling located in any district,

or (ii) any single-family residential zoning district. The required measurement shall be from the building or structure containing the bar to the nearest single-family dwelling lot line or single-family residential zoning district boundary line. For purpose of this section, the term "single-family residential zoning district" shall include any RA20, R15S, R9S, R6S, and MRS district.



0 350 700 1,400 Feet

Buildings that are
3,500 sq. ft. or less



MICROBREWERY

Text in red is the proposed language and text in red with strikethrough (~~text~~) is proposed to be deleted.

DEFINITION:

Microbrewery. ~~A facility for the brewing of malt beverages that is limited in its location, size and operation in accordance with the provisions of section 9-4-86(QQ).~~

~~An establishment of which the principal use is the brewing of malt beverages and which meets the following:~~

- ~~(a) Occupies less than 8,000 square feet of space of the premises;~~
- ~~(b) May provide live or recorded amplified music;~~
- ~~(c) May have a mixed beverages permit from ABC for on-premises consumption of mixed beverages;~~
- ~~(d) May have an on-premises malt beverage and off-premises malt beverage permits from ABC for the on-premises and off-premises consumption of malt beverages; and/or~~
- ~~(e) May have an on-premises permit for fortified and unfortified wine permits from ABC for the on-premises consumption of fortified and unfortified wines.~~

ZONING DISTRICTS

Requires a special use permit in the following zoning districts: CD (Downtown Commercial), CDF (Downtown Commercial Fringe), CG (General Commercial), CH (Heavy Commercial)

Permitted by-right: MUI (Mixed Use-Institutional)

STANDARDS:

Section 9-4-86(QQ)

(QQ) *Microbrewery*

(1) The principal use is the production of malt beverages for retail sales for on-premises and off-premises consumption in accordance with ABC permit requirements set forth in G.S. 18B1001 as amended and issuance of on-premises malt beverage permit for breweries as authorized by G.S. 18B-1104 as amended and all other laws pursuant to G.S. 18B, as amended.

(2) Accessory uses may include and be limited only to: retail sales; food and beverage consumption; entertainment; games; a tasting room; event room; and loading area.

(3) The portion of the building devoted to operating brewing equipment shall not exceed 5,000 square feet.

(4) A minimum of 30% of the microbrewery's floor area shall have operating brewing equipment that produces beer for retail sales. This percentage shall be satisfied at the time a Certificate of Occupancy inspection is conducted and shall be maintained thereafter.

(5) In addition to compliance with the noise control standards in Title 5, Chapter 5 of the City Code, exterior guest areas shall not have amplified sound equipment within 150 feet from any residential use as measured from the property line of the residential use to the exterior area where the speaker equipment is located.

(6) (a) *Annual review.* A special use permit for a microbrewery is subject to annual review in accordance with the provisions of this subsection (QQ)(6). Nothing herein shall prohibit or restrict the authority of the Board of Adjustment to modify, rescind or revoke a special use permit for a microbrewery in accordance with the provisions of section [9-4-83](#).

(b) *Control of Premises.* It shall be unlawful for any permit holder to relinquish control of a microbrewery to any person except an on-site manager. The permit holder or an on-site manager must remain on and in control of the premises during all events, including private parties.

(cb) *Reporting.* At the regular January meeting of the Board of Adjustment, the Director of Planning and Development Services or their authorized representative shall present to the Board of Adjustment a written staff report of any violation that has been issued for which the annual review shall include a finding of one or more instances of noncompliance with applicable laws, codes and ordinances, including but not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions of approval. If the Board of Adjustment votes to hold a modification or revocation of the special use permit, the property owner and permit holder, if applicable, as specified under subsection (QQ)(10) below, shall be provided notice of the meeting and a copy of the staff report.

(d) *Violations.* The following tables show public safety and public nuisance violations based on the applicable City department and are not exhaustive of all potential violations of this Chapter.

PUBLIC SAFETY VIOLATIONS

TABLE 1: GREENVILLE POLICE PUBLIC SAFETY VIOLATIONS

MAJOR VIOLATIONS	MINOR VIOLATIONS
Aggravated Assault (to include shootings, stabbings, violent assaults resulting in significant injury, employee assaulting patron with significant injury)	Sale of Alcohol to Minors by Outlet Staff
Sexual Assaults	Minor Altercations (fights-little or no injury, verbal disputes requiring police intervention)
Security Neglect	ALE/ABC issues
Prostitution	Security Violation (Minor)
Negligent service of alcohol resulting in severe injury or death	Negligent service of alcohol resulting in injury to persons or property; no injury/treatment required by medical personnel/facility
Selling drugs on premises	Noise Violations
	Other Nuisance Violations

TABLE 2: GREENVILLE FIRE/RESCUE/BUILDING CODE PUBLIC SAFETY VIOLATIONS

MAJOR VIOLATIONS	MINOR VIOLATIONS
Blocked egress or exit that is inoperable/ Inadequate means of egress	Exit sign not working properly
Fire protection system impairment including sprinkler/fire alarm	Emergency lighting not working properly
Illegal/unapproved use of pyrotechnics	Fire extinguishers expired or not working properly
Installation of unapproved wall coverings that promote flame spread	Misuse of extension cords
Hazardous conditions prone to cause fire	Damaged electrical outlets
Bad condition of walls	Unapproved construction or modification to existing space (potentially major if significant change as determined Fire Marshal)
Overloaded floors	Failure to complete required staff training
Defective construction	
Decay	
Unsafe wiring or heating systems	

TABLE 3: PUBLIC NUISANCE VIOLATIONS

VIOLATIONS	RESPONSIBLE DEPARTMENT
Noise	GPD
Trash and debris	NBS
Lack of required security personnel on-site	GPD, PDS
Other minor SUP violation	GPD, FR, PDS
Non-life safety building/fire/zoning violations	GPD, PDS

(e) *Continuing violations.* If a violation of this article is not corrected within the time specified in the notice and citation or other lawful order issued hereunder, the violator shall be guilty of a new and separate violation, and each day's further continuing violation shall be a separate and distinct violation, enforceable by all the remedies herein set forth, including additional civil penalties.

(f) *Compliance.* Microbreweries that have not received any violations of one or more instances of noncompliance with applicable laws, codes and ordinances, including but not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit

conditions may be recommended for renewal by the Director of Planning and Development Services or their representative to the Board of Adjustment at the annual review.

(e g) *Noncompliance; and modification or revocation.* Staff may request for the Board of Adjustment to hold a hearing for a modification or revocation of a special use permit for any establishment that has enforcement actions for numerous violations of one or more instances of noncompliance with applicable laws, codes and ordinances including Notices of Violation and/or numerous calls for service from City departments such as Police, Fire, Public Works, or Planning & Development Services, not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, notices of violations and special use permit conditions at any time. The property owner and permit holder, if applicable, as specified under subsection (QQ)(10) below, shall be provided notice of the meeting and a copy of the staff report.

(d h) *Quasi-judicial hearing.* Any hearing for a modification or revocation of a special use permit shall be in the nature of and in accordance with the requirements for a hearing upon a special use permit application. After the hearing and in accordance with the provisions of section 9-4-81, the Board of Adjustment may the special use permit pursuant to this subsection (QQ) and section 94-82. The modification or revocation of the special use permit by the Board of Adjustment after the hearing shall constitute a revocation of the previously granted special use permit for a microbrewery.

(i) *Revocation.* If a special use permit is revoked for any reason, use of the property allowed by such special use permit shall be discontinued immediately.

~~—(e) Other remedies. The requirements and standards set forth in this subsection (QQ) are in addition to other available remedies and nothing herein shall prohibit the enforcement of applicable codes, ordinances and regulations as provided by law.~~

(7) Malt beverages produced for retail sales for on-premises and off-premises consumption shall comply with ABC permit requirements set forth in G.S. 18B-1001 as amended and issuance of on-premises malt beverage permit for breweries as authorized by G.S. 18B-1104 as amended and all other laws pursuant to G.S. 18B as amended.

(8) *Litter/debris.* The owner(s) and operator(s) of a microbrewery shall collect and properly dispose of all litter and debris generated by their establishment or patrons immediately following the closure of business or not later than 7:00 a.m. each morning following any period of operation. All litter or debris shall be collected from within the boundaries of the establishment, associated parking areas, adjacent sidewalks and public rights-of-way or other adjacent public property open to the public. In addition, the owner(s) and operator(s) of a microbrewery shall comply with the provisions of Title 11, Chapter 9 of the City Code.

(9) In addition to subsection (QQ)(8) above, the Board of Adjustment may establish specific and reasonable litter and trash mitigation standards or requirements.

(10) *Ownership and/or permit holder.* The special use permit shall be issued to the property owner as listed on the tax records of the county or to the person/entity that has been authorized by the property owner via the special use permit application, herein referred to as the permit holder. When the ownership of any property, which has a special use permit for a microbrewery is transferred to a new owner by sale or other means, the new owner shall sign and file with the office of the Director of Planning and Development Services an

acknowledgment of the rights, conditions and responsibilities of the special use permit prior to operation of the use under the permit. The acknowledgment shall be made on forms provided by the planning office.

(11) *Noise-amplified entertainment.* In no event shall the noise generated by amplified audio entertainment exceed the noise control provisions as provided in Title 12, Chapter 5, of the Greenville City Code. For purposes of this section, “amplified audio entertainment” shall mean any type of music or other entertainment delivered through and by an electronic system; provided, however, televisions operating with no amplification other than their internal speakers or televisions connected to a master sound system operating at low amplification and indoor background music system operating at a low amplification and not intended as a principal form of entertainment shall not be deemed amplified audio entertainment. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment. Security personnel shall remain on duty until the close of business and later to such time that all patrons and other persons, other than employees, have vacated the premises and associated parking area.

(12) If amplified entertainment is provided after 11:00 p.m., the establishment shall employ uniformed security guard(s) provided by a security guard and control profession licensed in accordance with the provisions of G.S. Chapter 74C in the following ratios:

Approved occupancy as determined by the Builder Inspector	Number of Security Personnel
1-100	1
101-200	2
201-300	3
301-400	4
401-500	5

If occupancy exceeds 500, the same ratios shall apply as in the above table.

Establishments that have an approved occupancy of no more than 100 and provide amplified entertainment after 11PM, shall employ no less than 2 security guards in order for one guard to be located within the establishment and one guard to patrol the parking lot where applicable.

(7 13) *Security plan.* A security plan shall be submitted to the Greenville Police Department for review and approval along with the special use permit application. Additional security personnel maybe required at the discretion of the Chief of Police based on location, proximity to similar uses, such as bars, bar 2022s, micro distilleries and other microbreweries, and building occupancy. The required security personnel shall remain on duty and visible outside the establishment, and shall be accessible to law enforcement officers at all time. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment.

(8 14) *Lighting plan.* A lighting plan shall be submitted to the Director of Planning and Development Services or authorized agent for review and approval, and lighting fixtures shall be installed and maintained pursuant to the approved plan which illuminates all exterior portions of the building, lot area and parking lot as determined appropriate by the Director of Planning and Development Services, or authorized agent. Lighting shall be located and shielded to prevent the light cone of all exterior fixtures from encroaching beyond the property

boundary line and into any adjacent public right-of-way, property or dwelling. Required or additional optional lighting shall comply with this subsection and section 9-4-104. A lighting plan will only be required when parking is located on private property.

(15) Shall use computer applications and software to detect fake identification (IDs).

(16) Shall comply with all current building codes and safety standards.

(17) *Penalties.*

(a) Any violation of the provisions of this chapter or a failure to comply with any of its requirements shall subject the violator to a civil penalty as follows:

Type of Violation	First Day	Second Day/Second Violation within 12 Months	Third Day/Third Violation within 12 Months
Major Violation	\$500	\$1,000	\$2,000
Minor Violation	\$250	\$500	\$1,000

(b) *Payment.* Violators shall be issued a citation which must be paid within 72 hours. If a person fails to pay the civil penalty within 72 hours, the city may recover the penalty together with all costs by filing a civil action in the general court of justice in the nature of a suit to collect a debt.

(c) *Other remedies.* In addition to the issuance of a notice of violation, citation, or some other order, the modification or revocation of a microbrewery special use permit, or imposition of civil penalties, any person who violates this article may be subject to any and all civil and equitable remedies set out in G.S. § 160A-175 and G.S. § 160D-404(c) in a court of competent jurisdiction.

(d) *Continuing violations.* Each day that any violation continues shall be considered a separate violation for purposes of the penalties and remedies specified in this section. Notwithstanding the foregoing, the Zoning Enforcement Officer may invoke the escalating civil penalties authorized by subsection (a) whenever the violation continues and there has been sufficient time, no more than 72 hours, for the violation to be corrected after notification that the violation exists or whenever the violation has occurred previously during a 12-month period.

(e) *Cumulative penalties and remedies.* Anyone, all, or any combination of the foregoing penalties and remedies may be used to enforce this chapter.

(f) *Interested parties.* The owner, tenant or occupant of any building or land or part thereof and any architect, builder, contractor, agent, or other person who participates in, assists, directs, creates, or maintains any situation that is contrary to the requirements of this chapter may be held responsible for the violation and suffer the penalties and be subject to the remedies herein provided.

(18) *Appeals.*

(a) Appeals of Zoning Enforcement violations shall be made to the Board of Adjustment in accordance with 9-4-351 and shall be submitted to the City Clerk within 30 days of issuance of Notice of Violation.

(b) Appeals from Greenville Police Department, Fire/Rescue and Public Nuisance violations shall be in accordance with standards and policies of the appropriate department.

~~(11 19)~~ Any microbrewery that has been issued a special use permit by the Board of Adjustment shall continue under the terms and conditions of the issued special use permit unless there is a modification or a revocation.

~~(12 20)~~ A bar may add, subject to an approved special use permit, a state ABC permit and a local beer and wine license, if required, a microbrewery operation as an accessory use provided it complies with the following:

(a) The area of the bar devoted to operating the brewing equipment shall not exceed 49% of the area of the bar including the area devoted to the operation of the brewing equipment.

~~(21)~~ At the time of special use permit approval, a microbrewery shall not be located within a 500-foot radius, including street rights-of-way, of (i) a conforming use single-family dwelling located in any district, or (ii) any single-family residential zoning district. The required measurement shall be from the building or structure containing the bar to the nearest single-family dwelling lot line or single-family residential zoning district boundary line. For purpose of this section, the term "single-family residential zoning district" shall include any RA20, R15S, R9S, R6S, and MRS district.

MICROBREWERY

DEFINITION:

Microbrewery. An establishment of which the principal use is the brewing of malt beverages and which meets the following:

- (a) Occupies less than 8,000 square feet of space of the premises;
- (b) May provide live or recorded amplified music;
- (c) May have a mixed beverages permit from ABC for on-premises consumption of mixed beverages;
- (d) May have an on-premises malt beverage and off-premises malt beverage permits from ABC for the on-premises and off-premises consumption of malt beverages; and/or
- (e) May have an on-premises permit for fortified and unfortified wine permits from ABC for the on-premises consumption of fortified and unfortified wines.

ZONING DISTRICTS

Requires a special use permit in the following zoning districts: CD (Downtown Commercial), CDF (Downtown Commercial Fringe), CG (General Commercial), CH (Heavy Commercial)

Permitted by-right: MUI (Mixed Use-Institutional)

STANDARDS:

Section 9-4-86(QQ)

(QQ) *Microbrewery*

(1) The principal use is the production of malt beverages for retail sales for on-premises and off-premises consumption in accordance with ABC permit requirements set forth in G.S. 18B1001 as amended and issuance of on-premises malt beverage permit for breweries as authorized by G.S. 18B-1104 as amended and all other laws pursuant to G.S. 18B, as amended.

(2) Accessory uses may include and be limited only to: retail sales; food and beverage consumption; entertainment; games; a tasting room; event room; and loading area.

(3) The portion of the building devoted to operating brewing equipment shall not exceed 5,000 square feet.

(4) A minimum of 30% of the microbrewery's floor area shall have operating brewing equipment that produces beer for retail sales. This percentage shall be satisfied at the time a Certificate of Occupancy inspection is conducted and shall be maintained thereafter.

(5) In addition to compliance with the noise control standards in Title 5, Chapter 5 of the City Code, exterior guest areas shall not have amplified sound equipment within 150 feet from any residential use as measured from the property line of the residential use to the exterior area where the speaker equipment is located.

(6) (a) *Annual review.* A special use permit for a microbrewery is subject to annual review in accordance with the provisions of this subsection (QQ)(6). Nothing herein shall prohibit or restrict the authority of the Board of Adjustment to modify, rescind or revoke a special use permit for a microbrewery in accordance with the provisions of section [9-4-83](#).

(b) *Control of Premises.* It shall be unlawful for any permit holder to relinquish control of a microbrewery to any person except an on-site manager. The permit holder or an on-site manager must remain on and in control of the premises during all events, including private parties.

(c) *Reporting.* At the regular January meeting of the Board of Adjustment, the Director of Planning and Development Services or their authorized representative shall present to the Board of Adjustment a written staff report of any violation that has been issued for which the annual review shall include a finding of one or more instances of noncompliance with applicable laws, codes and ordinances, including but not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions of approval. If the Board of Adjustment votes to hold a modification or revocation of the special use permit, the property owner and permit holder, if applicable, as specified under subsection (QQ)(10) below, shall be provided notice of the meeting and a copy of the staff report.

(d) *Violations.* The following tables show public safety and public nuisance violations based on the applicable City department and are not exhaustive of all potential violations of this Chapter.

PUBLIC SAFETY VIOLATIONS

TABLE 1: GREENVILLE POLICE PUBLIC SAFETY VIOLATIONS

MAJOR VIOLATIONS	MINOR VIOLATIONS
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Prostitution	Security Violation (Minor)
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	Other Nuisance Violations

TABLE 2: GREENVILLE FIRE/RESCUE/BUILDING CODE PUBLIC SAFETY VIOLATIONS

MAJOR VIOLATIONS	MINOR VIOLATIONS
Blocked egress or exit that is inoperable/ Inadequate means of egress	Exit sign not working properly
Fire protection system impairment including sprinkler/fire alarm	Emergency lighting not working properly
Illegal/unapproved use of pyrotechnics	Fire extinguishers expired or not working properly
Installation of unapproved wall coverings that promote flame spread	Misuse of extension cords
Hazardous conditions prone to cause fire	Damaged electrical outlets
Bad condition of walls	Unapproved construction or modification to existing space (potentially major if significant change as determined Fire Marshal)
Overloaded floors	Failure to complete required staff training
Defective construction	
Decay	

Unsafe wiring or heating systems	
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TABLE 3: PUBLIC NUISANCE VIOLATIONS

VIOLATIONS	RESPONSIBLE DEPARTMENT
Noise	GPD
Trash and debris	NBS
Lack of required security personnel on-site	GPD, PDS
Other minor SUP violation	GPD, FR, PDS
Non-life safety building/fire/zoning violations	GPD, PDS

(e) *Continuing violations.* If a violation of this article is not corrected within the time specified in the notice and citation or other lawful order issued hereunder, the violator shall be guilty of a new and separate violation, and each day's further continuing violation shall be a separate and distinct violation, enforceable by all the remedies herein set forth, including additional civil penalties.

(f) *Compliance.* Microbreweries that have not received any violations of one or more instances of noncompliance with applicable laws, codes and ordinances, including but not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions may be recommended for renewal by the Director of Planning and Development Services or their representative to the Board of Adjustment at the annual review.

(g) *Noncompliance; and modification or revocation.* Staff may request for the Board of Adjustment to hold a hearing for a modification or revocation of a special use permit for any establishment that has enforcement actions for numerous violations of one or more instances of noncompliance with applicable laws, codes and ordinances including Notices of Violation and/or numerous calls for service from City departments such as Police, Fire, Public Works, or Planning & Development Services, not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, notices of violations and special use permit conditions at any time. The property owner and permit holder, if applicable, as specified under subsection (QQ)(10) below, shall be provided notice of the meeting and a copy of the staff report.

(h) *Quasi-judicial hearing.* Any hearing for a modification or revocation of a special use permit shall be in the nature of and in accordance with the requirements for a hearing upon a special use permit application. After the hearing and in accordance with the provisions of section 9-4-81, the Board of Adjustment may the special use permit pursuant to this subsection (QQ) and section 94-82. The modification or revocation of the special use permit by the Board of Adjustment after the hearing shall constitute a revocation of the previously granted special use permit for a microbrewery.

(i) *Revocation.* If a special use permit is revoked for any reason, use of the property allowed by such special use permit shall be discontinued immediately.

(7) Malt beverages produced for retail sales for on-premises and off-premises consumption shall comply with ABC permit requirements set forth in G.S. 18B-1001 as amended and issuance of on-premises malt

beverage permit for breweries as authorized by G.S. 18B-1104 as amended and all other laws pursuant to G.S. 18B as amended.

(8) *Litter/debris.* The owner(s) and operator(s) of a microbrewery shall collect and properly dispose of all litter and debris generated by their establishment or patrons immediately following the closure of business or not later than 7:00 a.m. each morning following any period of operation. All litter or debris shall be collected from within the boundaries of the establishment, associated parking areas, adjacent sidewalks and public rights-of-way or other adjacent public property open to the public. In addition, the owner(s) and operator(s) of a microbrewery shall comply with the provisions of Title 11, Chapter 9 of the City Code.

(9) In addition to subsection (QQ)(8) above, the Board of Adjustment may establish specific and reasonable litter and trash mitigation standards or requirements.

(10) *Ownership and/or permit holder.* The special use permit shall be issued to the property owner as listed on the tax records of the county or to the person/entity that has been authorized by the property owner via the special use permit application, herein referred to as the permit holder. When the ownership of any property, which has a special use permit for a microbrewery is transferred to a new owner by sale or other means, the new owner shall sign and file with the office of the Director of Planning and Development Services an acknowledgment of the rights, conditions and responsibilities of the special use permit prior to operation of the use under the permit. The acknowledgment shall be made on forms provided by the planning office.

(11) *Noise-amplified entertainment.* In no event shall the noise generated by amplified audio entertainment exceed the noise control provisions as provided in Title 12, Chapter 5, of the Greenville City Code. For purposes of this section, “amplified audio entertainment” shall mean any type of music or other entertainment delivered through and by an electronic system; provided, however, televisions operating with no amplification other than their internal speakers or televisions connected to a master sound system operating at low amplification and indoor background music system operating at a low amplification and not intended as a principal form of entertainment shall not be deemed amplified audio entertainment. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment. Security personnel shall remain on duty until the close of business and later to such time that all patrons and other persons, other than employees, have vacated the premises and associated parking area.

(12) If amplified entertainment is provided after 11:00 p.m., the establishment shall employ uniformed security guard(s) provided by a security guard and control profession licensed in accordance with the provisions of G.S. Chapter 74C in the following ratios:

Approved occupancy as determined by the Builder Inspector	Number of Security Personnel
1-100	1
101-200	2
201-300	3
301-400	4
401-500	5

If occupancy exceeds 500, the same ratios shall apply as in the above table.

Establishments that have an approved occupancy of no more than 100 and provide amplified entertainment after 11PM, shall employ no less than 2 security guards in order for one guard to be located within the establishment and one guard to patrol the parking lot where applicable.

(13) *Security plan.* A security plan shall be submitted to the Greenville Police Department for review and approval along with the special use permit application. Additional security personnel maybe required at the discretion of the Chief of Police based on location, proximity to similar uses, such as bars, bar 2022s, micro distilleries and other microbreweries, and building occupancy. The required security personnel shall remain on duty and visible outside the establishment, and shall be accessible to law enforcement officers at all time. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment.

(14) *Lighting plan.* A lighting plan shall be submitted to the Director of Planning and Development Services or authorized agent for review and approval, and lighting fixtures shall be installed and maintained pursuant to the approved plan which illuminates all exterior portions of the building, lot area and parking lot as determined appropriate by the Director of Planning and Development Services, or authorized agent. Lighting shall be located and shielded to prevent the light cone of all exterior fixtures from encroaching beyond the property boundary line and into any adjacent public right-of-way, property or dwelling. Required or additional optional lighting shall comply with this subsection and section 9-4-104. A lighting plan will only be required when parking is located on private property.

(15) Shall use computer applications and software to detect fake identification (IDs).

(16) Shall comply with all current building codes and safety standards.

(17) *Penalties.*

(a) Any violation of the provisions of this chapter or a failure to comply with any of its requirements shall subject the violator to a civil penalty as follows:

Type of Violation	First Day	Second Day/Second Violation within 12 Months	Third Day/Third Violation within 12 Months
Major Violation	\$500	\$1,000	\$2,000
Minor Violation	\$250	\$500	\$1,000

(b) *Payment.* Violators shall be issued a citation which must be paid within 72 hours. If a person fails to pay the civil penalty within 72 hours, the city may recover the penalty together with all costs by filing a civil action in the general court of justice in the nature of a suit to collect a debt.

(c) *Other remedies.* In addition to the issuance of a notice of violation, citation, or some other order, the modification or revocation of a micobrewery special use permit, or imposition of civil penalties, any person who violates this article may be subject to any and all civil and equitable remedies set out in G.S. § 160A-175 and G.S. § 160D-404(c) in a court of competent jurisdiction.

(d) *Continuing violations.* Each day that any violation continues shall be considered a separate violation for purposes of the penalties and remedies specified in this section. Notwithstanding the foregoing, the Zoning Enforcement Officer may invoke the escalating civil penalties authorized by subsection (a) whenever the violation continues and there has been sufficient time, no more than 72 hours, for the violation to be corrected after notification that the violation exists or whenever the violation has occurred previously during a 12-month period.

(e) *Cumulative penalties and remedies.* Anyone, all, or any combination of the foregoing penalties and remedies may be used to enforce this chapter.

(f) *Interested parties.* The owner, tenant or occupant of any building or land or part thereof and any architect, builder, contractor, agent, or other person who participates in, assists, directs, creates, or maintains any situation that is contrary to the requirements of this chapter may be held responsible for the violation and suffer the penalties and be subject to the remedies herein provided.

(18) *Appeals.*

(a) Appeals of Zoning Enforcement violations shall be made to the Board of Adjustment in accordance with 9-4-351 and shall be submitted to the City Clerk within 30 days of issuance of Notice of Violation.

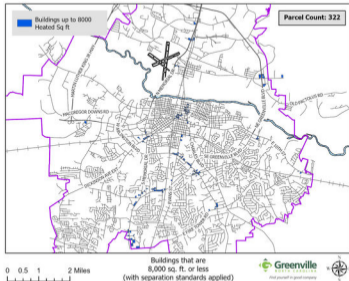
(b) Appeals from Greenville Police Department, Fire/Rescue and Public Nuisance violations shall be in accordance with standards and policies of the appropriate department.

(19) Any microbrewery that has been issued a special use permit by the Board of Adjustment shall continue under the terms and conditions of the issued special use permit unless there is a modification or a revocation.

(20) A bar may add, subject to an approved special use permit, a state ABC permit and a local beer and wine license, if required, a microbrewery operation as an accessory use provided it complies with the following:

(a) The area of the bar devoted to operating the brewing equipment shall not exceed 49% of the area of the bar including the area devoted to the operation of the brewing equipment.

(21) At the time of special use permit approval, a microbrewery shall not be located within a 500-foot radius, including street rights-of-way, of (i) a conforming use single-family dwelling located in any district, or (ii) any single-family residential zoning district. The required measurement shall be from the building or structure containing the bar to the nearest single-family dwelling lot line or single-family residential zoning district boundary line. For purpose of this section, the term "single-family residential zoning district" shall include any RA20, R15S, R9S, R6S, and MRS district.





City of Greenville, North Carolina

Meeting Date: 12/11/2025

Title of Item: First Public Hearing for the 2026-2027 Annual Action Plan for CDBG and HOME Funds

Explanation: As a requirement of receiving Community Development Block Grant (CDBG) and HOME Investment Partnership funds, the City must prepare an Annual Action Plan each year for its 2023–2027 Consolidated Plan, outlining planned activities and funding amounts.

The Community Development Division of the Neighborhood and Business Services Department is in the process of identifying activities for the 2026–2027 fiscal year, the fourth year of the five-year Consolidated Plan. The fall engagement period serves as the early planning phase of the Annual Action Plan, where staff gathers community input, discusses needs, and develops proposed projects before funding allocations are finalized.

Community input was gathered during meetings on:

- November 12, 2025, at 12:00 PM at the Barnes-Ebron-Taft Community Center
- November 17, 2025, at 12:00 PM for a virtual meeting; and
- November 17, 2025, at 6:00 PM at Eppes Recreation Center.

The following are the projects which staff proposes to deliver to the community:

- Land Acquisitions
- Rental Development
- Rehabilitation
- New Construction
- Down Payment Assistance
- Education and Non-profit Support

Following the fall engagement period, there will be a final opportunity in the spring where the City will receive HUD funding allocations, finalize project budgets, update the draft plan as needed, and prepare the Final Annual Action

Plan for City Council approval and submission to HUD.

Fiscal Note: The exact funding amounts for the upcoming allocations have not yet been determined. However, it is standard practice to use the current year's award amounts as a baseline for planning. For this fiscal year, we have been awarded \$855,949 in Community Development Block Grant (CDBG) funds and \$477,672.21 in HOME Investment Partnerships Program funds.

Recommendation: Staff recommends holding the first public hearing for the 2026-2027 Annual Action Plan.



City of Greenville, North Carolina

Meeting Date: 12/11/2025

<u>Title of Item:</u>	Resolution to Close a Portion of Brandenburg Street
<u>Explanation:</u>	<p>This item is to consider a Resolution of Intent to Close a portion of Brandenburg Street located at the western terminus where a new Cul-de-sac has been constructed. Brandenburg Street is located south of Old Pactolus Road and north of Bradford Creek Golf Course.</p> <p>Closure is requested by the adjoining property owners.</p> <p>The Planning and Zoning Commission gave a favorable recommendation to the petition for closure during its November 18, 2025, meeting.</p> <p>City Council adopted a Resolution of Intent to Close a portion of Brandenburg Street during its November 10, 2025, meeting setting the date for the public hearing on the regularly scheduled City Council meeting on December 11, 2025.</p> <p>Pursuant to the provisions of G.S. 160A-299, a Notice of the Public Hearing was published once a week for four (4) successive weeks in The Daily Reflector, the Notice of the Public Hearing was sent by certified mail to all owners of property adjacent to the street as shown on the Pitt County tax records, and a notice of the closing and public hearing has been prominently posted in two places along the street section to be closed.</p> <p>The street closure map has been reviewed by City staff and Greenville Utilities Commission (GUC). GUC request utility easements over and upon water and sewer lines in the right of way to be withdrawn.</p>
<u>Fiscal Note:</u>	Upon the effective date of the Resolution to Close, the City will no longer receive Powell Bill funds for maintenance of the closed street and budgeted funds for yearly maintenance will no longer be required.
<u>Recommendation:</u>	Hold a public hearing on the question of whether the closing would be detrimental to the public interest or the property rights of any individual. If it appears to the satisfaction of City Council after the hearing that closing this street section is not contrary to the public interest and that no individual owning property in the vicinity of this street section in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to their property, City Council may adopt the Resolution to Close a portion of Brandenburg Street.

ATTACHMENTS

- ☐ [Resolution Street Closing Brandenburg.docx](#)
- ☐ [Street Closure Map.pdf](#)

RESOLUTION NO. _____

AN ORDER OF THE CITY COUNCIL
OF THE CITY OF GREENVILLE, NORTH CAROLINA TO CLOSE A PORTION OF
BRANDENBURG STREET LOCATED AT THE WESTERN TERMINUS

WHEREAS, the City Council of the City of Greenville, at its November 10, 2025, meeting, adopted a resolution declaring its intent to close a portion of Brandenburg Street located at the western terminus and being south of Old Pactolus Road and north of Bradford Creek Golf Course; and

WHEREAS, pursuant to the provisions of G.S. 160A-299, said resolution was published once a week for four (4) successive weeks in The Daily Reflector setting forth that a public hearing will be held during their meeting on the December 11, 2025, on the question of the closing said street; and

WHEREAS, a copy of the resolution was sent by certified mail to all owners of the property adjoining said street section, as shown on the County tax records, and a notice of the closing and the public hearing was prominently posted in at least two (2) places along said street section; and

WHEREAS, a hearing was conducted on the 11th day of December, 2025, at which time all persons interested were afforded an opportunity to be heard on the question of whether or not the closing will be detrimental to the public interest or the property rights of any individual; and

WHEREAS, it appears to the satisfaction of the City Council of the City of Greenville, North Carolina, after conduction of said hearing, that the closing of said street section is not contrary to the public interest, and that no individual owning property in the vicinity of said street or in the subdivision in which the street is located would thereby be deprived of reasonable means of ingress and egress to their property;

IT IS NOW THEREFORE ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that, upon the effective date of this Order, the property described below be and the same is closed, and all right, title and interest that may be vested in the public to said area for street purposes is released in accordance with the provisions of G.S. 160A-299:

Lying and being in the City of Greenville, Pactolus Township, Pitt County, North Carolina, lying south of NCSR Old Pactolus Road, east of NCSR 1535 Sunnyside Road, and west of Charlestowne Drive and being more particularly described as follows: Beginning at a found iron rod at the northwest corner of Lot 31, Charlestowne, Bradford Creek, Section 1, Phase 2 as recorded in Map Book 50, Page 23 of the Pitt County Registry, thence along the northern boundary of Lot 31 N73-45-53E – 12.51' to a found iron rod, the southwest corner of the platted right-of-way of Brandenburg Street in Map

Book 50, Page 23, the True Point of Beginning.

Thence from the True Point of Beginning, leaving the northern boundary of Lot 31, Charlestowne, Bradford Creek, Section 1, Phase 2 and following the right-of-way of Brandenburg Street as platted in Map Book 50, Page 23 N16-14-07W – 50.00' to the northern right-of-way of Brandenburg Street, thence along the northern right-of-way of Brandenburg Street N73-45-53E – 18.18' to a point, thence leaving the northern right-of-way of Brandenburg Street and following a new boundary for the right-of-way of Brandenburg Street with a curve to the left, having a radius of 63.50' and being subtended by a chord of S41-32-21E – 28.67', thence continuing with the same curve to the left, having a radius of 63.50' and being subtended by a chord of S81-07-52E – 56.75' to a point on the southern right-of-way of Brandenburg Street, thence along the southern right-of-way of Brandenburg Street S73-45-53W – 81.83' to the True Point of Beginning, containing 0.0388 acres in road right-of-way.

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that the City of Greenville does hereby reserve its right, title, and interest in any utility improvement or easement within the street section closed pursuant to this order. Such reservation also extends, in accordance with the provisions of G.S. 160A-299(f), to utility improvements or easements owned by private utilities which at the time of the closing have a utility encroachment agreement with the City of Greenville.

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that this Order shall become effective when the following condition are met:

- 1) The recordation of a final plat to recombine all properties owned by the petitioners adjacent to the closed street and dedicate new right of way for the Cul-de-sac along the north side of Brandenburg Street in accordance with the provisions of the Subdivision Regulations for Greenville, North Carolina.

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that, upon the effective date of this Order, the Mayor and City Clerk are authorized to execute quit-claim deeds or other legal documents to prove vesting of any right, title or interest to those persons owning lots or parcels adjacent to the street in accordance with G.S. 160A-299(c), provided all costs shall be paid by any adjoining landowner requesting such action, all documents must be approved by the City Attorney and all documents, when appropriate, must reserve to the City any easements retained by the City. The intent of this paragraph is to authorize the execution of quit-claim deeds when requested by adjacent property owners; however, none are required and this paragraph is not intended to alter the vesting of title by operation of law as established by G.S. 160A-299(c).

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that a copy of this Order shall be filed in the Office of the Register of Deeds of Pitt County after the effective date of this Order.

ADOPTED this the 11th day of December 2025.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

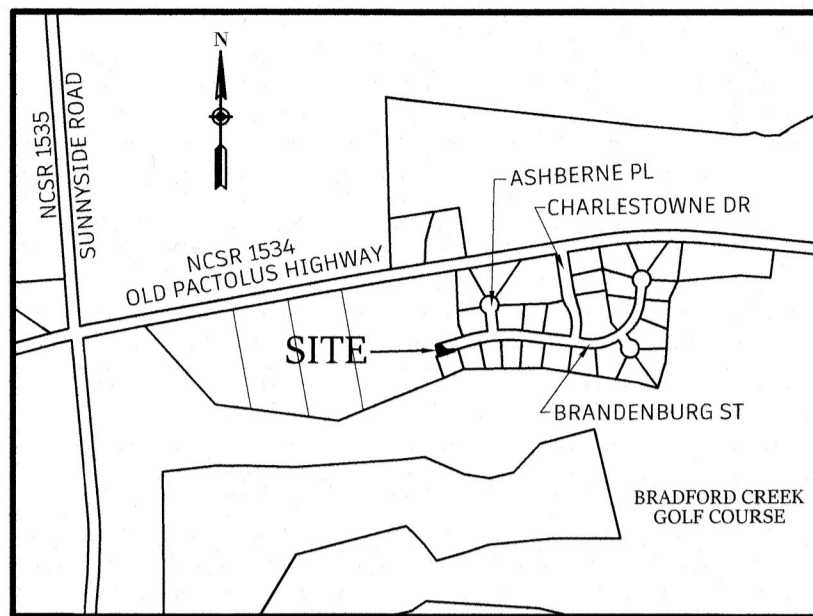
NORTH CAROLINA
PITT COUNTY

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

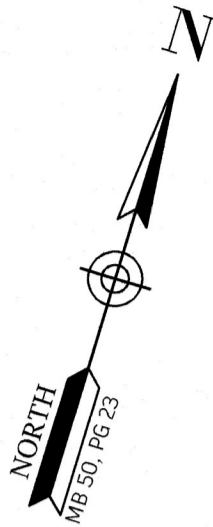
WITNESS my hand and official seal this ____ day of December, 2025.

Notary Public

My Commission Expires: _____



VICINITY MAP
SCALE: 1" = 1000'



LEGEND

FIR= FOUND IRON ROD
R/W= RIGHT-OF-WAY
BC= BACK OF CURB
MBL= MINIMUM BUILDING LINE
R= RADIUS
L= LENGTH
CH B= CHORD BEARING
CH L= CHORD LENGTH
PC= POINT OF CURVATURE

FAIRVIEW ACRES, LOT 2-5
MB 94, PG 55

PN 93269
TRACT 1
HAROLD POWELL
DEW, JR.
DB 4364, PG 763
MB 90, PG 113

CHARLESTOWNE
BRADFORD CREEK, SECTION 1
PHASE 2
MB 50, PG 23

NOTE:
AREA OF ABANDONED R/W TO SERVE
AS A NON-EXCLUSIVE UTILITY EASEMENT

10' TEMPORARY
CONSTRUCTION
EASEMENT
REF: MB 94, PG 55

EXISTING
WATER & SEWER
EASEMENTS
REF: DB 836, PG 53

0.0221 ACRES
TO REVERT BACK TO HAROLD
POWELL DEW, JR.

BRANDENBURG STREET
(50'R/W 20'PAVEMENT PUBLIC)

0.0167 ACRES
TO REVERT BACK TO
LOT 31, CHARLESTOWNE

PN 93269
TRACT 1
HAROLD POWELL
DEW, JR.
DB 4364, PG 763
MB 90, PG 113

PN 59373
RAAD ALHILALI
DB 3894, PG 244
MB 50, PG 23

CHARLESTOWNE
BRADFORD CREEK, SECTION 1
PHASE 2
MB 50, PG 23

0 15 30 60
Feet
GRAPHIC SCALE: 1" = 30'

SHEET 1 OF 1

CITY OF GREENVILLE ABANDONMENT MAP FOR A PORTION OF

BRANDENBURG STREET

REFERENCE: MAP BOOK 50, PAGE 23 OF THE PITT COUNTY REGISTRY

GREENVILLE PACTOLUS TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: CITY OF GREENVILLE

ADDRESS: 200 W 5TH STREET
GREENVILLE, NC

PHONE: (252) 329-2489

 STROUD ENGINEERING, P.A.
107-B COMMERCE STREET,
GREENVILLE, NC 27858
(252) 756-9352 LICENSE NO. C-0647

SURVEYED: DWE/JME	APPROVED: DTB
DRAWN: JME/DTB	DATE: 10/6/25
CHECKED: DTB	SCALE: 1" = 30'

TOTAL AREA IN RIGHT-OF-WAY
TO BE ABANDONED: 0.0388 ACRE

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE
CITY OF GREENVILLE HAS PASSED A RESOLUTION TO
CLOSE A PART OF BRANDENBURG STREET.

RESOLUTION NO. _____

SIGNED _____
MAYOR

SIGNED _____
CITY CLERK

REVIEW OFFICER'S CERTIFICATE

I, _____, REVIEW OFFICER OF PITT
COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH
THIS CERTIFICATION IS AFFIXED MEETS ALL
STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

DATE _____

SURVEYOR'S CERTIFICATE

I, DEBORAH T. BOYETTE, CERTIFY THAT THIS
PLAT WAS DRAWN UNDER MY SUPERVISION FROM
AN ACTUAL FIELD SURVEY MADE UNDER MY
SUPERVISION (DEED DESCRIPTION RECORDED IN MAP
BOOK 50, PAGE 23, OR FROM BOOKS
REFERENCED HEREON); THAT THE BOUNDARIES NOT
SURVEYED ARE CLEARLY INDICATED AS DRAWN
FROM INFORMATION FOUND IN BOOK SEE,
PAGE PLAT, OR AS REFERENCED HEREON; THAT
THE RATIO OF PRECISION OR POSITIONAL ACCURACY
IS 1:52,856, THAT THIS MAP WAS PREPARED
IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I FURTHER CERTIFY PURSUANT TO G.S. 47-30
(f)(1)(d), THAT THIS SURVEY IS OF ANOTHER CATEGORY,
SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A
COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR
EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS
THE 6th DAY OF OCTOBER, 2025.

SIGNED Deborah T. Boyette
PROFESSIONAL LAND SURVEYOR L-4146





City of Greenville, North Carolina

Meeting Date: 12/11/2025

Title of Item: Request to Place Public Art on Public Property - DownEast Sculpture Exhibition on City Property

Explanation: The DownEast Outdoor Sculpture Exhibition is a national juried art competition that was started in 2006 as a joint exhibition between Emerge Gallery, the City of Greenville, and East Carolina University Student Galleries. This is a year-long exhibition of large scale outdoor sculptures that has now grown to a total of 16 sculptures throughout Pitt County. Placements include the City of Greenville, East Carolina University, Greenville Museum of Art, Wahl Coates School of the Arts, the Town of Winterville, the Town of Ayden, and the Town of Farmville. Sculptures rotate annually from March to February, with new sculptures being chosen each year.

Sculptures are selected through a competitive process, as a national Request for Proposals (RFP) is posted on a call for entries platform, where artists will enter their completed sculptures for consideration to be “leased” and put on exhibit for a year. This year’s juror, Ms. Jordan Parah, will choose the sculptures that are acceptable for the exhibit and will prioritize the list with prizes for the top three sculptures. The DownEast Sculpture Subcommittee will supervise the recommendations that are then finalized by the Civic Arts Committee for the placement of sculptures in the City of Greenville on public property. All sculptures are chosen for their artistic merit, suitability to the environment, and size of the sculpture pad for each location. The cost to the City of Greenville for the DownEast Sculpture Exhibition is \$9,000, which has already been approved with the contract for services with the Arts Council.

Pictures of the selected sculptures recommended for temporary placement on City property are included.

The Pitt County Arts Council will make formal recommendations to the City Council for the placement of sculptures at the following locations:

- Cotanche/Reade Circle
- Greenway at Jarvis Street
- Greenway at Stancil Street
- Greenway at Harding Street

All sculptures and installations are completed by artists and overseen by the City's staff from the Recreation & Parks Department and/or the Public Works Department. The exhibit will run from February 2026 - February 2027.

Fiscal Note: Projected cost to the City is \$9,000, which has been approved in the FY 2025-2026 City budget.

Recommendation: Review and consider approval of the request for public art on City property.

ATTACHMENTS

☐ [2025 Downeast Sculptures.pdf](#)



Orbital Motion

Hanna Jubran, Grimesland, NC
Cotanche / Reade



Constellation

Matt Amante, Winterville, NC
Greenway / Jarvis



Ordinance
Ben Lock, Durham, NC
Greenway / Harding



Industrial Complex
David Skora, New Haven, CT
Greenway / Stancill





City of Greenville, North Carolina

Meeting Date: 12/11/2025

Title of Item: 2025-26 Downtown Greenville Partnership Contract for Services

Explanation: Since 2010, the City of Greenville (City) and Downtown Greenville Partnership (DGP) have agreed upon an annual program of activities to be carried out by the organization in efforts to market, support, retain, and recruit businesses in the downtown district.

In connection with the services carried out by DGP, previous City Councils have authorized funding for agreed-upon activities. In the City's 2025-26 fiscal year budget, \$100,000 was appropriated for DGP following the development and execution of a contract for services. Services included in this contract are:

1. Working with the City in areas of downtown beautification. Such efforts include:

- Management of the downtown banner system
- Seasonal rotation of plants
- Contracted pressure washing of sidewalks
- Funding for downtown façade lighting projects

2. Organization, promotion, and sponsorship of the following events:

- PirateFest
- Freeboot Friday
- Merry & Bright Night
- Dickinson Avenue Events
- New Year's Eve Event

3. Continued implementation and rollout of a comprehensive and targeted rebranding initiative for the downtown district. Such efforts include:

- Targeted marketing of downtown that benefits area retailers, restaurants, and the hotel located on Evans Street
- Advertisements that promote and showcase downtown events

4. Assisting with public input and economic development efforts within the downtown district.

Fiscal Note: \$100,000 has been authorized by action of the City Council in the Fiscal Year 2025-26 budget.

Recommendation: City Council to consider the attached contract for services and direct the City

Manager and staff to execute the contract.

ATTACHMENTS

☐ [2025-26_DGP_Agreement.pdf](#)

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____



Find yourself in good company®

**AGREEMENT FOR CONTRACTOR SERVICES
DOWNTOWN GREENVILLE SUPPORT SERVICES**

THIS AGREEMENT (“Agreement”) made and entered into on this date _____, by and between the CITY OF GREENVILLE, North Carolina, a North Carolina municipal corporation, with offices located at 200 West Fifth Street, Greenville, Pitt County, North Carolina (hereinafter referred to as the “CITY”), and DOWNTOWN GREENVILLE PARTNERSHIP, a North Carolina not-for-profit, charitable organization recognized by the IRS as a 501(c)(3) corporation, with a principal office located at 408 South Evans Street, Suite 102, Greenville, Pitt County, North Carolina, 27858 (hereinafter referred to as “DOWNTOWN”);

W I T N E S S E T H:

WHEREAS, enhancing the quality of life in Pitt County by promoting the downtown Greenville urban core and making the economic activity of the downtown area accessible to the entire community are beneficial to all residents of the City of Greenville and the County of Pitt; and

WHEREAS, the CITY is committed to making available financial resources for the services outlined herein and pursuant to North Carolina General Statute (“NCGS”) § 160A-20.1, the CITY is authorized to contract with and appropriate money to individuals, associations, or corporations, including not-for-profits, to carry out any public purpose that the CITY is authorized to engage in by law; and

WHEREAS, the parties desire to reduce to writing their agreements with respect thereto;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration passing from each party to the other, receipt of which is hereby respectively acknowledged by each of the parties hereto, DOWNTOWN and CITY do hereby agree each with the other as follows:

1. **SCOPE OF AGREEMENT.** It is the intent of this Agreement to define the contractual relationship between the CITY and DOWNTOWN to publicize the economic, educational,

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

social, and cultural benefits of the downtown business district of Greenville, assist in recruiting business and residents to the downtown area, and provide information on the downtown business district of Greenville to prospective businesses and residents. DOWNTOWN will publicize and promote the City's urban revitalization efforts and plans through the normal business activities of DOWNTOWN. More specifically, DOWNTOWN affirmatively represents it shall provide program services that must fulfill a public purpose related to same through the following activities:

- a) **Downtown Beautification:** DOWNTOWN will continue to serve the CITY by administering the following specific services:
 - i) DOWNTOWN shall manage the downtown banner system.
 - ii) DOWNTOWN shall commit funding for the completion of the following beautification activities:
 - a. DOWNTOWN shall fund the contracted cost of the seasonal rotation of plants within the downtown planters. The plants within the planters shall be rotated at least three times per year. The CITY shall be responsible for the daily maintenance of the plants.
 - b. DOWNTOWN shall fund the contracted cost to pressure wash sidewalks within downtown at least two times per year.
 - c. DOWNTOWN shall fund the contracted cost of gum removal off downtown sidewalks no more than two times per year. The CITY shall fund the cost to purchase gum removal equipment to be utilized, on a contracted basis, to remove gum from downtown sidewalks.
 - iii) DOWNTOWN shall commit funding for downtown façade lighting projects. DOWNTOWN shall develop a grant policy for the issuance of façade lighting grants, on a match basis, that will be made available to downtown businesses.
 - iv) DOWNTOWN shall commit funding for the completion of a lighting and archway project in the Merchants Alley as follows:
 - a. The CITY shall fund the cost for the design of the lighting and archway project.
 - b. The CITY and DOWNTOWN shall evenly split (i.e. 50/50) the total cost to fund the construction of the lighting and archway project.

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

- c. The CITY shall be responsible for managing the alley project and DOWNTOWN shall reimburse the CITY for DOWNTOWN's portion of the total cost.
- d. DOWNTOWN shall be responsible for contracting with all private properties to allow for any required lighting / archways to be attached to their respective properties.

b) **Special Events, Promotions and Private Support:** DOWNTOWN will serve as an organizer and sponsor as follows:

- i) DOWNTOWN shall serve as the primary organizer and sponsor for the following events:
 - a. Freeboot Friday (minimum of four events-based on the ECU Football schedule)
 - b. Dickinson Avenue Events (two per year)

DOWNTOWN shall credit the CITY as a primary sponsor for the above events.

- ii) DOWNTOWN shall serve as a partner and sponsor along with the CITY for the following events:
 - a. PirateFest
 - b. Merry & Bright Night
 - c. New Year's Eve Event
- iii) Both DOWNTOWN and the CITY shall plan, market, coordinate and carry out the New Year's Eve event and shall evenly split (i.e. 50/50) all net proceeds derived from the event.
- iv) PirateFest:
 - a. If PirateFest is a non-ticketed event, both DOWNTOWN and the CITY shall plan, market, coordinate, and carry out the event and shall evenly split (i.e. 50/50) all net proceeds derived from the event.
 - b. If PirateFest is a ticketed event, DOWNTOWN shall plan, market, coordinate, and carry out the event. The CITY will provide operational support for the event to include, but not be limited to, set-up, sanitation, cleanup and public safety support. The CITY shall bill DOWNTOWN for the CITY's cost to provide the operational support.

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

- v) DOWNTOWN shall provide written request of all event support needs to the Special Events Coordinator no later than sixty (60) days prior to the event date.
- vi) DOWNTOWN shall work with the CITY's special event coordinator as an advisor to outside organizations interested in holding special events within the district.
- c) **Targeted Visitor Marketing:** DOWNTOWN will serve as the primary marketing agent for the downtown district as follows:
 - i) DOWNTOWN shall, in cooperation with the CITY and other partners as appropriate, coordinate the continued implementation and rollout of the comprehensive organization rebranding that was initiated in calendar year 2023. The continued goal shall be to create a strong brand for the organization name and roll out a marketing campaign, including social media, to benefit all of the downtown district merchants.
 - ii) DOWNTOWN shall fund targeted marketing, communications, and promotional efforts, including social media, that benefit area retailers, restaurants, and the new hotel on Evans Street.
 - iii) DOWNTOWN shall advertise, promote, and showcase downtown events, places, and people utilizing various media outlets such as social media.
 - iv) DOWNTOWN shall coordinate advertisement campaigns, including social media, for the holiday season, restaurants, retailers, and other downtown stakeholders.
- d) **Assist With Public Input:** The CITY shall work with DOWNTOWN to coordinate stakeholder meetings on policy changes in advance of public input sessions.
- e) **Assist With Economic Development Efforts:** DOWNTOWN, working in conjunction with the CITY, shall assist with economic development efforts through its core mission of beautification, events, and marketing.
 - i) DOWNTOWN shall continue to strengthen the connection that residents, employees, and visitors have to the district and increase the district's reputation as an attractive location for businesses and employees via year-round programming.
 - ii) DOWNTOWN will use a wide range of communication for promotion through news media contacts, press releases, a newsletter, web site, social media, and other means.
- f) **Presentation of Work Plan Deliverables:** DOWNTOWN shall provide City Council with an annual work plan of deliverables and present the work plan to City Council at a regularly scheduled City Council Workshop.

2. **RELATIONSHIP OF PARTIES.** The CITY and DOWNTOWN agree that DOWNTOWN shall not represent itself as an officer, agent, or employee of the CITY for any purposes. DOWNTOWN has or will secure, at its own expense, all personnel required to perform services under this Agreement. Such personnel shall not be employees of the CITY or have any contractual relationship with the CITY. DOWNTOWN agrees that all personnel engaged in the services under this Agreement shall be fully qualified and shall be authorized to perform the services under this Agreement.

3. **PAYMENT.** For and in consideration of the services to be provided by DOWNTOWN, as described in Section 1 of this Agreement, and upon approval of the appropriation and expenditure by the City Council of the CITY of Greenville, the CITY will provide a payment of \$100,000.00 (One Hundred Thousand Dollars and Zero Cents) to DOWNTOWN on a semi-annual basis with the first payment of \$50,000.00 (Fifty Thousand Dollars and Zero Cents) to be made within thirty (30) days of the approval of this Agreement by City Council and the second payment of \$50,000.00 (Fifty Thousand Dollars and Zero Cents) to be made on or about May 31, 2026, upon submission of a written report to the City Manager's office outlining deliverable outcomes.

The maximum amount to be paid by the CITY under this Agreement shall be based upon the CITY funds available for the subject fiscal year. The CITY shall not be obligated to pay DOWNTOWN any payments, fees, expenses, or compensation other than those authorized by this section. The CITY, without affecting its other rights and remedies, may delay or cancel any or all of those payments for failure by DOWNTOWN to comply with any of the provisions of this Agreement, including deadlines for submitting any accounting, audit, statement, information, record, documentation, or report. The City Manager or their designee shall have the authority to decide on behalf of the CITY whether DOWNTOWN has complied with this Agreement.

4. **TERM OF CONTRACT.** The term of this Agreement shall be one (1) year ("Term") and shall commence on December 11, 2025, and terminate on December 10, 2026. DOWNTOWN shall comply with all requirements imposed by this Agreement by November 9 of the end of the Term of the Agreement, except to the extent, if any, that this Agreement indicates a different time for performance.

5. **DESIGNATED AREA.** The map included in Appendix A as an addendum represents the Downtown District.

6. **REPORTING.**

a) In addition to other reporting requirements included herein, if requested in writing by the CITY with reasonable notice to DOWNTOWN, DOWNTOWN shall make all of the requested information available for inspection and audit by the CITY at any time during workdays of the CITY.

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

- b) Additionally, DOWNTOWN will allow the CITY's Finance Director access to the records and information requested and will facilitate a review of the accounting and program operations as may be required. The CITY will have the right to conduct site visits within one (1) week of a request to do so.
 - c) DOWNTOWN shall retain financial and program records during the term of this Agreement, and for a minimum period of three (3) years following the expiration or earlier termination of this Agreement.
 - d) Upon request, oral or written, of any member of the public, DOWNTOWN shall provide a copy of its latest annual financial statement of its operations, which includes an account of all CITY funds received from the CITY under this Agreement and all expenditures made from CITY funds.
 - e) Material non-compliance with this section may be deemed a material breach of this Agreement.
7. **NON-APPROPRIATION OF FUNDS.** DOWNTOWN acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to DOWNTOWN, at the earliest possible date, CITY may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the CITY's budget, funding, or financial resources. Such termination is in addition to the CITY's rights to terminate for convenience or cause. Funding for this Agreement is subject to annual appropriation.
8. **INSURANCE.**

DOWNTOWN agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Insurance required shall remain in effect through the life of this Agreement.

a) Workers' Compensation Insurance:

No contractor or subcontractor may exclude executive officers. Workers' Compensation must include all employees.

Limits:

Workers Compensation: Statutory for the State of North Carolina.

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident.

Bodily Injury by Disease \$1,000,000 policy limit.

Bodily Injury by Disease \$1,000,000 each employee.

b) Commercial General Liability:

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

c) Commercial Automobile Liability:

Limits: \$1,000,000 combined single limit.

- d) Cancellation:** Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

e) Proof of Carriages:

- i. DOWNTOWN shall provide the CITY with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the CITY prior to the commencement of services. Said policies shall provide that the CITY be an additional named insured.
- ii. All insurance policies shall be issued by responsible companies who are acceptable to the CITY and licensed and authorized to do business under the laws of North Carolina.

9. NOTICE.

- a) All notices or communications required or permitted by this Agreement will be in writing and delivered via personal delivery, a recognized national overnight delivery service, or by certified mail, return receipt requested. In addition, subsection (b) must be complied with.
- b) Additional Notice by Email. In addition to complying with subsection (a), the party giving notice or other communication shall also send it by email if the other party has provided a valid, working email address.
- c) Change of Address; Discovery of Invalid Email Address. A change of address, email address, telephone number, or person to receive notice may be made by either party by notice given to the other party. At any time that a party discovers that the other party has provided it an email address that is not valid, the discovering party shall provide notice of the discovery to the other party, so that it can substitute a valid email address.
- d) Date Notice Deemed Given. If a notice is sent by United States mail, it is deemed complete upon actual delivery or on the third day following the day on which it is deposited with the United States Postal Service, whichever occurs first. Notice is deemed given when both subsection (a) and subsection (b) have been complied with.

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

e) Addresses. Subject to change pursuant to subsection (d), the addresses for these notices are:

TO THE CITY:

City of Greenville

PO Box 7207

Greenville, NC 27835

Attn: City Manager

WITH COPY TO: CITY ATTORNEY

TO DOWNTOWN:

Downtown Greenville Partnership

408 South Evans Street, Suite 102

P.O. Box 92

Greenville, NC 27835

Attn: Executive Director

10. **REPAYMENT OF FUNDS.** DOWNTOWN shall only use public funds for public purposes and shall repay to the CITY the full amount of any CITY funds lost, misapplied, unaccounted for, or inadequately accounted for in violation of this Agreement. This amount is due and payable to the CITY within sixty (60) days of written notice.
11. **TERMINATION.** Upon a material breach of this Agreement by the other party, either party to this Agreement may terminate the Agreement by providing written notice to the other party at least thirty (30) days prior to the date of termination; provided, however, that if such breach is cured by the defaulting party within such thirty (30) day period, then such notice of termination shall have no further force or effect and the Agreement shall continue through its term.
12. **MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM.** The CITY has adopted an Affirmative Action and Minority and Women Business Enterprise (M/WBE) Program. DOWNTOWN attests that it also will make a good faith effort to ensure equality of opportunity in all aspects of employment and to utilize MWBE suppliers of materials and labor when available.
13. **TITLE VI NON-DISCRIMINATION.** DOWNTOWN, its assignees and successors in interest, agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Appendix B to this Agreement and will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.
14. **E-VERIFY.** DOWNTOWN shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if DOWNTOWN utilizes a Subcontractor, DOWNTOWN shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. DOWNTOWN represents that

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

DOWNTOWN and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15. **AMENDMENTS AND WAIVER.** No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the CITY and DOWNTOWN.
16. **CHOICE OF LAW; VENUE.** This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of North Carolina and the ordinances of the CITY of Greenville. The exclusive forum and venue for all actions, suits, or proceedings arising out of or related to this Agreement shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.
17. **PERFORMANCE OF GOVERNMENT FUNCTIONS.** Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the CITY from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
18. **ASSIGNMENT.** There shall be no assignment, subletting, or transfer of the interest (including payments) of DOWNTOWN in any of the services covered by the Agreement without the written consent of the CITY. Unless the CITY agrees otherwise in writing, DOWNTOWN and all assignees shall be subject to all of the CITY's defenses and shall be liable for all of DOWNTOWN's duties that arise out of this Agreement and all of the CITY's claims that arise out of this Agreement. Without granting DOWNTOWN the right to assign, it is agreed that the duties of DOWNTOWN that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.
19. **INDEMNITY AND HOLD HARMLESS REQUIREMENTS.**
 - a) To the maximum extent allowed by law, DOWNTOWN shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Agreement as a result of negligent acts or omissions of DOWNTOWN or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them are be liable. In performing its duties under this subsection "a," DOWNTOWN shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to CITY.
 - b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (including without limitation within "Charges" are interest and reasonable attorneys' fees assessed as part of any such item). "Indemnitees" means CITY and its officers, officials, independent contractors, agents, and employees, excluding DOWNTOWN.
 - c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the CITY that are otherwise provided in or arise out of this Agreement. This section is in addition

to and shall be construed separately from any other indemnification provision that may be in this Agreement.

- d) Survival. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Agreement.
- e) It is understood and agreed by the parties that the CITY will assume no liability for damages, injury, or other loss to DOWNTOWN, its employees or property, tools or equipment, or to other persons or properties located on CITY facilities resulting from DOWNTOWN's activities and operations while performing services under this contract, except to the extent that such damages, injury, or other loss results from the negligence or intentional misconduct of the CITY, its officers, officials, independent contractors, agents, or employees. DOWNTOWN shall assume full and complete liability for any and all damages to CITY or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.
- f) DOWNTOWN will promptly notify the CITY of any Civil or Criminal Actions filed against DOWNTOWN or of any notice of violation from any Federal or State Agency or of any claim as soon as practical as relates to the services provided. The CITY, upon receipt of such notice, shall have the right, at its election, to defend any and all actions or suits or join in defense.

20. **CONFIDENTIALITY.** Proprietary or confidential information ("confidential information") developed or disclosed by either party under this agreement shall be clearly labeled and identified as confidential information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed to the extent allowable by law by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Confidential Information which: (1) is or was known by the receiving party at the time of disclosure due to circumstances unrelated to this agreement; (2) is generally available to the public without breach of this agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this agreement.

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

21. CONFLICT OF INTEREST.

- a) DOWNTOWN is aware of the conflict of interest laws of the CITY (as set forth in North Carolina General Statutes) and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b) DOWNTOWN covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement, has any personal financial interests, direct or indirect, with the CITY. DOWNTOWN further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of DOWNTOWN, its employees, or associated persons or entities shall be disclosed to the CITY.
- c) DOWNTOWN shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
- d) DOWNTOWN shall make any such disclosure to the CITY in writing and immediately upon DOWNTOWN'S discovery of such possible conflict. The CITY's determination regarding the possible conflict of interest shall be binding on all parties.
- e) No employee, agent, contractor, elected official, or appointed official of the CITY, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or DOWNTOWN, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

22. DISPUTE RESOLUTION. In the event of any dispute arising out of or relating to this agreement, the affected party shall notify the other party, and the parties shall attempt in good faith to resolve the matter within thirty (30) days after the date such notice is received by the other party (the "Notice Date") prior to exercising their rights under law.

23. AUTHORITY TO CONTRACT. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement, or connection with any corporation, firm, or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to DOWNTOWN, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of DOWNTOWN as the act of the said DOWNTOWN.

24. GENERAL COMPLIANCE WITH LAWS. DOWNTOWN shall materially comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of services under this Agreement.

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

25. **IRAN DIVESTMENT ACT CERTIFICATION.** DOWNTOWN hereby certifies that it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58. DOWNTOWN shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.
26. **ENTIRE AGREEMENT.** This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties with respect to the subject matter covered by this Agreement. No promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement shall be deemed to exist or to bind either party hereto.
27. **SEVERABILITY.** No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this agreement. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affecting the remaining provisions.
28. **COUNTERPARTS.** This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.
29. **THIRD PARTY RIGHTS.** No Third Party Rights Created. This Agreement is intended for the benefit of the CITY and DOWNTOWN and not any other person.
30. **CITY MANAGER'S AUTHORITY.** To the extent, if any, the CITY has the power to suspend or terminate this contract or the Consultant/Contractor's services under this Agreement, that power may be exercised by the City Manager or their designee.
31. **E-SIGNATURE AUTHORITY.** The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document, or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

(REMAINDER OF) THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrant and certify that they have read the Agreement in its entirety, understand it and agree to be bound by all the terms and conditions stated herein. Further, they warrant and certify they are authorized to enter into this Agreement and to execute same on behalf of the parties as the act of the said parties.

DOWNTOWN GREENVILLE PARTNERSHIP

By: _____

Title: _____

CITY OF GREENVILLE

By: _____

Title: _____

APPROVED AS TO FORM:

BY: _____
CITY Attorney or Designee (Designee means Assistant CITY Attorney)

PRE-AUDIT CERTIFICATION:

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

BY: _____ Date: _____
Jacob Joyner, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

APPENDIX A
Map of Downtown District



APPENDIX B

Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein (5) incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (a) (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination (b) prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

withholding payments to the contractor under the contract until the contractor complies; and/or

cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors,

whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);

Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).



City of Greenville, North Carolina

Meeting Date: 12/11/2025

<u>Title of Item:</u>	Purchase of Additional Affordable Homes from Pitt Community College
<u>Explanation:</u>	<p>As part of the City's 50-in-10 Affordable Housing Plan, Council approved a Memorandum of Understanding (MOU) with Pitt Community College (PCC) on June 9, 2025, to construct three affordable single-family homes. These homes are currently under construction on the PCC campus by students in the Construction and Industrial Trades program, providing hands-on workforce training while addressing the City's affordable housing needs. Once complete, the homes will be relocated to West Greenville, increasing homeownership opportunities for low-to-moderate income households.</p> <p>Pitt Community College has now received final approval for the City to purchase two additional single-family homes, priced at \$98,000 and \$85,000. This presents an opportunity to expand the impact of the 50-in-10 plan by adding affordable homes to the community more quickly, while continuing to support the workforce development goals of PCC's programs.</p>
<u>Fiscal Note:</u>	The purchase of the two additional single-family homes will require a total of \$183,000, to be funded from available City resources designated for affordable housing development.
<u>Recommendation:</u>	Staff recommends that City Council authorize the purchase of two additional single-family homes from Pitt Community College, priced at \$98,000 and \$85,000, and approve the allocation of \$183,000 for this purpose to support the City's 50-in-10 Affordable Housing Plan.

ATTACHMENTS

- ☐ [2025.11.21_Pitt_DIS_1_344_sq._ft._live_house_119_Dr._Fulford_Road.pdf](#)
- ☐ [2025.11.21_Pitt_DIS_1_344_sq._ft._live_house_1988_Warren_Drive.pdf](#)



North Carolina Community College System
Dr. Jeff A. Cox
President
200 W. Jones St., Raleigh NC 27603

November 21, 2025

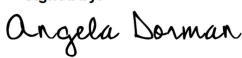
Pitt Community College
Dr. Maria Pharr
1986 Pitt Tech Road
Winterville, NC 28590

Subject: Disposal of Real Property

Dear President Pharr:

Consistent with G.S. 115D-15, the State Board of Community Colleges (SBCC) approves your request to dispose of by sale an approximately 1,344 sq. ft. live project house located at 119 Dr. Fulford Road, Lot A, Winterville, NC to the City of Greenville. The Board of Trustees has found the properties unnecessary for college purposes.

Sincerely,

Signed by:

CF4756F45A924B4...

Angela Dorman
Associate Director Capital Finance and Planning

AD/Ig

Enclosure

NCCCS 3-1P (Disposal)

All 3-1-P forms should be emailed to ciprojects@nccommunitycolleges.edu

The trustees of Pitt Community College request to dispose by sale the property listed below.

The Board of Trustees has found the building unnecessary for college purposes.

Physical Address or Legal Address (include county):	119 Dr. Fulford Road, Lot A, Winterville, NC	(if applicable)
---	--	-----------------

Description: ceilings with engineered wood floors in common areas, carpet in bedrooms, ocean side vinyl siding, and white frame windows. This house is being sold to the City of Greenville as part of their affordable housing initiative.

Parcel ID/PIN: (if applicable)

Please remember to provide the System Office with a map of the property.

Property Size:		(if applicable)
----------------	--	-----------------

Building 1 Size (SF): 1,344 (if applicable)

Building 2 Size(SF):		(if applicable)
----------------------	--	-----------------

Building 3 Size (SF): (if applicable)

Building 4 Size(SF): (if applicable)

Sale Price: \$98,000 (if applicable)

Property Value: (if donated)

College President Signature: Maria O. Phan

Certification for No Conflict of Interest

I certify, as chair of the Board of Trustees of this College, that in accordance with G.S. 14-234, all trustees and employees of this college have adhered to the conflict-of-interest provisions as they pertain to this property transaction.

Board of Trustees Chair Signature: Charles Layby

Meeting date property transaction was approved by Board of Trustees: 10/14/2025

State Board of Community Colleges
Construction and Property
November 21, 2025
FY 2025-2026

A. New Projects								
	Item	College	Project Number	Description	Fund Source	Prior Budget	Board Action Funding Increase/ Decrease	Current Budget
				Ramsey Welding and Certified Nursing Assistant (CNA) Lab Upgrade (Madison County Campus) Renovation of approximately 5,044 sq. ft. for welding and 1,880 sq. ft. for CNA lab.	42120 - SCIF R&R	\$0.00	\$500,000.00	\$500,000.00
	1	Asheville- Buncombe	3002		Total		\$0.00	\$500,000.00
				Greenville Center and Annex Renovation (Greenville Site Center) Renovation of approximately 32,000 sq. ft. for a Public Services Facility.	42120 - SCIF R&R	\$0.00	\$3,500,000.00	\$3,500,000.00
	2	Pitt	2999		Total		\$0.00	\$3,500,000.00
				Property Purchase - Driver Training Pad (Lumberton) This property will be used for Truck Driver Training.	42120 - SCIF New	\$0.00	\$230,000.00	\$230,000.00
	3	Robeson	2995		Total		\$0.00	\$230,000.00

State Board of Community Colleges
Construction and Property
November 21, 2025
FY 2025-2026

B. Amended Projects							
Item	College	Project Number	Description	Fund Source	Prior Budget	Board Action Funding Increase/ Decrease	Current Budget
1	Brunswick	2833	Southport Metal Working Center (Southport Center) Project is amended to increase budget to add sidewalks and a garage door with windows for better lighting.	42120 - SCIF New	\$200,000.00	\$24,882.00	\$224,882.00
				Total	\$200,000.00	\$24,882.00	\$224,882.00
				42120 - SCIF R&R	\$1,777,948.00	(\$470,520.38)	\$1,307,427.62
				State-Other	\$500,000.00	\$0.00	\$500,000.00
2	Johnston	2648	TDT, Jaguar Dr., Elsee/Wilson, Health and Library Repaving (Main Campus) Project is amended to replace state funds with OSBM Interest.	OSBM	\$5,000,000.00	\$0.00	\$5,000,000.00
				OSBM Interest	\$0.00	\$470,520.38	\$470,520.38
				Total	\$7,277,948.00	\$0.00	\$7,277,948.00
				42120 - SCIF R&R	\$823,750.00	\$230,000.00	\$1,053,750.00
3	Mitchell	2927	Agri-Business Building - Dental Assisting Renovation (Main Campus) Project is amended increase scope.	Total	\$823,750.00	\$230,000.00	\$1,053,750.00
				Non-State	\$600,000.00	\$0.00	\$600,000.00
				OSBM	\$1,406,250.00	\$0.00	\$1,406,250.00
				OSBM Interest	\$115,000.00	\$8,497.40	\$123,497.40
4	Robeson	2642	Multiple Buildings - Generator Project (Main Campus) Project is amended to add OSBM interest to complete project.	Total	\$2,121,250.00	\$8,497.40	\$2,129,747.40

238

D. Acquisition and Disposal of Real Property		
Item	College	Action Requested
1	Beaufort	<p>The Board of Trustees of Beaufort Community College requests permission to:</p> <p>1) As per G.S. 115D-20 to acquire, by purchase approximately 3.00 acres of property (PIN Number 6605-74-1547) with a 1,464 sq. ft. building located at 5819 US 264 East, Washington, NC 27889. The college had a Phase I Environmental Site Assessment performed, to which the executive summary states, "Evidence of RECs, Controlled RECs (CRECs) and/or SDGs were not identified in connection with the site."</p> <p>2) As per G.S. 115D-15 to dispose of by demolition the 1,464 sq. ft. building. The college has found the building undesirable for college purposes.</p>
2	Mayland	<p>The Board of Trustees of Mayland Community College requests permission as per G.S. 115D-15 to dispose of by lease 13.21 acres of property (Parcel ID 1822-00-07-8631-00000) at 245 Prison Camp Road, Spruce Pine, Avery County, NC, to Freedom Life Ministries for \$1.00 per year for 50 years with lease with automatic renewal in 50 years. The Board of Trustees has found the property unnecessary for college purposes. President Cox under the authority granted to him by the State Board, approved this property disposal on October 7, 2025.</p>
3	Pitt	<p>The Board of Trustees of Pitt Community College requests permission as per G.S. 115D-15 to dispose of by sale a 1,344 live project house to the City of Greenville as part of their affordable housing initiative. The Board of Trustees has found the house unnecessary for college purposes.</p>
4	Pitt	<p>The Board of Trustees of Pitt Community College requests permission as per G.S. 115D-15 to dispose of by sale a 1,344 live project house to the City of Greenville as part of their affordable housing initiative. The Board of Trustees has found the house unnecessary for college purposes.</p>
5	Robeson	<p>The Board of Trustees of Robeson Community College requests permission as per G.S. 115D-20 to acquire, by donation approximately 9.97 acres of property (Parcel ID 20110201301) located on 10846 N. US HWY 301, Lumberton, Robeson County, NC and adjacent to Magnolia School. Approval is contingent upon a Phase I Environmental Site Assessment with "no findings" that necessitate a Phase II Environmental Site Assessment and Council of State approval if there is known contamination.</p>

D. Acquisition and Disposal of Real Property (Continued)		
		The Board of Trustees of Robeson Community College requests permission as per G.S. 115D-20 to acquire, by purchase approximately 23.14 acres of property (Parcel ID 201102013) located on the east side of US HWY 301 in Lumberton, Robeson County, NC and adjacent to Magnolia School, approximately three miles from campus. Approval is contingent upon a Phase I Environmental Site Assessment with "no findings" that necessitate a Phase II Environmental Site Assessment and Council of State approval if there is known contamination.
	6	Robeson

State Fund Legend

- 40720 - Special Projects/Equipment to Capital/Advanced Planning Funds S.L. 2006-66
- 41220 - Equipment to Capital S.L. 2011-145
- 41520 - Equipment to Capital S.L. 2015-241
- 41720 - Special Project S.L. 2017-57
- 41820 - Special Project S.L. 2018-5, Hurricane Relief funds S.L. 2018-136
- 41920 - Special Project S.L. 2019-235
- 42020 - Special Project S.L. 2019-235
- 42120 - SCIF (\$400M) S.L. 2021-180
- 42160 - SCIF (Remaining Connect NC Bond Funds as of October 1, 2022 converted to SCIF)
- Interest - OSBM - Interest earned on OSBM Administered Funds
- OSBM - OSBM Grants S.L. 2021-180, 2022-74, 2022-6, 2023-134
- State-Other - State Funds handled locally by college

Signed by:

Angela Dorman

This certificate is subject to the Construction and Property items were recommended and approved by the State Board of Community Colleges on November 21, 2025



North Carolina Community College System
Dr. Jeff A. Cox
President
200 W. Jones St., Raleigh NC 27603

November 21, 2025

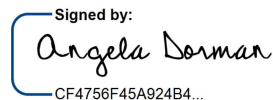
Pitt Community College
Dr. Maria Pharr
1986 Pitt Tech Road
Winterville, NC 28590

Subject: Disposal of Real Property

Dear President Pharr:

Consistent with G.S. 115D-15, the State Board of Community Colleges (SBCC) approves your request to dispose of by sale an approximately 1,344 sq. ft. live project house located at 1988 Warren Drive, Winterville, NC to the City of Greenville. The Board of Trustees has found the properties unnecessary for college purposes.

Sincerely,

Signed by:

CF4756F45A924B4...

Angela Dorman

Associate Director Capital Finance and Planning

AD/Ig

Enclosure

NCCCS 3-1P (Disposal)

All 3-1-P forms should be emailed to ciprojects@nccommunitycolleges.edu

The trustees of **Pitt Community College** request to dispose by **sale** the property listed below.

The Board of Trustees has found the **building** **unnecessary** for college purposes.

Physical Address or
Legal Address
(include county): **1988 Warren Drive, Winterville, NC** (if applicable)

Description: **A 1,344 square foot live project house containing three bedrooms, two bathrooms with tub/shower fiberglass combos in each bathroom, 8 foot ceilings with engineered wood floors in common areas, carpet in bedrooms, olive vinyl siding, and white frame windows. This house is being sold to the City of Greenville as part of their affordable housing initiative.**

Parcel ID/PIN: (if applicable)

Please remember to provide the System Office with a map of the property.

Property Size: (if applicable)

Building 1 Size (SF): **1,344** (if applicable)

Building 2 Size(SF): (if applicable)

Building 3 Size (SF): (if applicable)

Building 4 Size(SF): (if applicable)

Sale Price: **\$85,000** (if applicable)

Property Value: (if donated)

College President Signature: *Marla A. Phan*

Certification for No Conflict of Interest

I certify, as chair of the Board of Trustees of this College, that in accordance with G.S. 14-234, all trustees and employees of this college have adhered to the conflict-of-interest provisions as they pertain to this property transaction.

Board of Trustees Chair Signature: *Charles Lykes*

Meeting date property transaction was approved by Board of Trustees: **10/14/2025**

State Board of Community Colleges
Construction and Property
November 21, 2025
FY 2025-2026

A. New Projects								
	Item	College	Project Number	Description	Fund Source	Prior Budget	Board Action Funding Increase/ Decrease	Current Budget
				Ramsey Welding and Certified Nursing Assistant (CNA) Lab Upgrade (Madison County Campus) Renovation of approximately 5,044 sq. ft. for welding and 1,880 sq. ft. for CNA lab.	42120 - SCIF R&R	\$0.00	\$500,000.00	\$500,000.00
	1	Asheville- Buncombe	3002		Total		\$0.00	\$500,000.00
				Greenville Center and Annex Renovation (Greenville Site Center) Renovation of approximately 32,000 sq. ft. for a Public Services Facility.	42120 - SCIF R&R	\$0.00	\$3,500,000.00	\$3,500,000.00
	2	Pitt	2999		Total		\$0.00	\$3,500,000.00
				Property Purchase - Driver Training Pad (Lumberton) This property will be used for Truck Driver Training.	42120 - SCIF New	\$0.00	\$230,000.00	\$230,000.00
	3	Robeson	2995		Total		\$0.00	\$230,000.00

State Board of Community Colleges
Construction and Property
November 21, 2025
FY 2025-2026

B. Amended Projects							
Item	College	Project Number	Description	Fund Source	Prior Budget	Board Action Funding Increase/ Decrease	Current Budget
1	Brunswick	2833	Southport Metal Working Center (Southport Center) Project is amended to increase budget to add sidewalks and a garage door with windows for better lighting.	42120 - SCIF New	\$200,000.00	\$24,882.00	\$224,882.00
				Total	\$200,000.00	\$24,882.00	\$224,882.00
				42120 - SCIF R&R	\$1,777,948.00	(\$470,520.38)	\$1,307,427.62
				State-Other	\$500,000.00	\$0.00	\$500,000.00
2	Johnston	2648	TDT, Jaguar Dr., Elsee/Wilson, Health and Library Repaving (Main Campus) Project is amended to replace state funds with OSBM Interest.	OSBM	\$5,000,000.00	\$0.00	\$5,000,000.00
				OSBM Interest	\$0.00	\$470,520.38	\$470,520.38
				Total	\$7,277,948.00	\$0.00	\$7,277,948.00
				42120 - SCIF R&R	\$823,750.00	\$230,000.00	\$1,053,750.00
3	Mitchell	2927	Agri-Business Building - Dental Assisting Renovation (Main Campus) Project is amended increase scope.	Total	\$823,750.00	\$230,000.00	\$1,053,750.00
				Non-State	\$600,000.00	\$0.00	\$600,000.00
				OSBM	\$1,406,250.00	\$0.00	\$1,406,250.00
				OSBM Interest	\$115,000.00	\$8,497.40	\$123,497.40
4	Robeson	2642	Multiple Buildings - Generator Project (Main Campus) Project is amended to add OSBM interest to complete project.	Total	\$2,121,250.00	\$8,497.40	\$2,129,747.40

State Board of Community Colleges
Construction and Property
November 21, 2025
FY 2025-2026

Attachment FC 07

B. Amended Projects (Continued)						
				OSBM	\$19,000,000.00	\$0.00
				OSBM Interest	\$905,000.00	\$1,500,000.00
				40720	\$12,010.00	\$0.00
				41220	\$29,959.05	\$0.00
				42160 - SCIF New	\$286,587.99	\$0.00
				42120 - SCIF New	\$1,308,411.96	\$0.00
5	Robeson	2670		Total	\$21,541,969.00	\$1,500,000.00
				42120 - SCIF R&R	\$200,000.00	\$75,000.00
6	Rowan-Cabarrus	2818		Total	\$200,000.00	\$75,000.00
				Non-State	\$0.00	\$209,058.25
				State-Other	\$0.00	\$31,677.00
				OSBM	\$5,131,562.29	\$10,942.25
				OSBM Interest	\$0.00	\$380,000.00
7	Rowan-Cabarrus	2851		Total	\$5,131,562.29	\$631,677.50
C. Final Close-Out Projects						
Item	College	Project Number	Description	Fund Source	Prior Budget	Board Action Funding Increase/ Decrease
1	Guilford	2706		OSBM	\$749,000.00	\$0.00
				OSBM Interest	\$29,439.15	\$7,634.07
			Esports Facility and Equipment (Main Campus) Project is increased to add OSBM interest for door signage and final project close-out.	Total	\$778,439.15	\$7,634.07
						\$786,073.22

D. Acquisition and Disposal of Real Property		
Item	College	Action Requested
1	Beaufort	<p>The Board of Trustees of Beaufort Community College requests permission to:</p> <p>1) As per G.S. 115D-20 to acquire, by purchase approximately 3.00 acres of property (PIN Number 6605-74-1547) with a 1,464 sq. ft. building located at 5819 US 264 East, Washington, NC 27889. The college had a Phase I Environmental Site Assessment performed, to which the executive summary states, "Evidence of RECs, Controlled RECs (CRECs) and/or SDGs were not identified in connection with the site."</p> <p>2) As per G.S. 115D-15 to dispose of by demolition the 1,464 sq. ft. building. The college has found the building undesirable for college purposes.</p>
2	Mayland	<p>The Board of Trustees of Mayland Community College requests permission as per G.S. 115D-15 to dispose of by lease 13.21 acres of property (Parcel ID 1822-00-07-8631-00000) at 245 Prison Camp Road, Spruce Pine, Avery County, NC, to Freedom Life Ministries for \$1.00 per year for 50 years with lease with automatic renewal in 50 years. The Board of Trustees has found the property unnecessary for college purposes. President Cox under the authority granted to him by the State Board, approved this property disposal on October 7, 2025.</p>
3	Pitt	<p>The Board of Trustees of Pitt Community College requests permission as per G.S. 115D-15 to dispose of by sale a 1,344 live project house to the City of Greenville as part of their affordable housing initiative. The Board of Trustees has found the house unnecessary for college purposes.</p>
4	Pitt	<p>The Board of Trustees of Pitt Community College requests permission as per G.S. 115D-15 to dispose of by sale a 1,344 live project house to the City of Greenville as part of their affordable housing initiative. The Board of Trustees has found the house unnecessary for college purposes.</p>
5	Robeson	<p>The Board of Trustees of Robeson Community College requests permission as per G.S. 115D-20 to acquire, by donation approximately 9.97 acres of property (Parcel ID 20110201301) located on 10846 N. US HWY 301, Lumberton, Robeson County, NC and adjacent to Magnolia School. Approval is contingent upon a Phase I Environmental Site Assessment with "no findings" that necessitate a Phase II Environmental Site Assessment and Council of State approval if there is known contamination.</p>

D. Acquisition and Disposal of Real Property (Continued)		
		The Board of Trustees of Robeson Community College requests permission as per G.S. 115D-20 to acquire, by purchase approximately 23.14 acres of property (Parcel ID 201102013) located on the east side of US HWY 301 in Lumberton, Robeson County, NC and adjacent to Magnolia School, approximately three miles from campus. Approval is contingent upon a Phase I Environmental Site Assessment with "no findings" that necessitate a Phase II Environmental Site Assessment and Council of State approval if there is known contamination.
	6	Robeson

State Fund Legend

- 40720 - Special Projects/Equipment to Capital/Advanced Planning Funds S.L. 2006-66
- 41220 - Equipment to Capital S.L. 2011-145
- 41520 - Equipment to Capital S.L. 2015-241
- 41720 - Special Project S.L. 2017-57
- 41820 - Special Project S.L. 2018-5, Hurricane Relief funds S.L. 2018-136
- 41920 - Special Project S.L. 2019-235
- 42020 - Special Project S.L. 2019-235
- 42120 - SCIF (\$400M) S.L. 2021-180
- 42160 - SCIF (Remaining Connect NC Bond Funds as of October 1, 2022 converted to SCIF)
- Interest - OSBM - Interest earned on OSBM Administered Funds
- OSBM - OSBM Grants S.L. 2021-180, 2022-74, 2022-6, 2023-134
- State-Other - State Funds handled locally by college

Signed by: *Angela Norman*

This document is for informational purposes only. Construction and Property items were recommended and approved by the State Board of Community Colleges on November 21, 2025



City of Greenville, North Carolina

Meeting Date: 12/11/2025

Title of Item: Resolution Authorizing the Purchase of Parcels 22505 and 2133 from Carolina Agribusiness LLC and Ham Equipment LLC

Explanation: Carolina Agribusiness LLC owns real property identified as Tax Parcel 22505, and Ham Equipment LLC owns real property identified as Tax Parcel 2133. These properties are adjacent to the Bradford Creek Soccer Complex and total approximately 127.11 combined acres.

In January 2025, the City Council approved the recommendation of the Sports Complex Task Force to find properties suitable for the development of a sports complex. The City completed a due diligence and site feasibility study on the subject parcels which found them suitable for the development of a sports complex. The site can accommodate 12 baseball/softball fields of various dimensions which can be used to attract teams from across North Carolina and the nation.

The City is entering into separate contracts to purchase each of the above parcels for the amounts listed below.

	Approx. size of parcel	Total Cost	Seller
Parcel 22505	84.49	\$1,290,683.33	Carolina Agribusiness LLC
Parcel 2133	42.62	\$650,966.67	Ham Equipment LLC
Total	127.11	\$1,941,650	

Fiscal Note: The purchase price has been negotiated in the total amount of \$1,941,650. Funds for this acquisition are available in the Sports Complex project account.

Recommendation: Adopt the resolution approving the purchase of Tax Parcels 22505 and 2133 and authorize the City Manager and/or the Mayor to proceed with executing the necessary documents to complete this land acquisition.

ATTACHMENTS

☐ **1209454 - Resolution for land acquisition related to sports complex - 1 - COG.DOCX**

RESOLUTION NO. _____

**RESOLUTION TO PURCHASE REAL PROPERTY FOR THE CITY OF GREENVILLE
FROM CAROLINA AGRIBUSINESS, LLC AND HAM EQUIPMENT, LLC**

WHEREAS, the City of Greenville is a municipal corporation, body politic existing and corporate in accordance with North Carolina General Statute §160A-1 and Greenville's Charter; and

WHEREAS, the City of Greenville has authority pursuant to North Carolina General Statute §160A-11 to acquire and hold real property conveyed, dedicated to, or otherwise acquired by the municipality; and

WHEREAS, Carolina Agribusiness LLC and Ham Equipment LLC, North Carolina Limited Liability Companies ("Sellers"), desires to sell and convey approximately 127.11 acres of land located at or near 4553 Old Pactolus Rd., Greenville, NC, 27858; and

WHEREAS, ENC Alliance was the original buyer of the subject properties and assigned its interest to the City of Greenville; and

WHEREAS, the property to be conveyed to the City of Greenville is further described as tax parcels # 22505 and 2133 which total approximately 127.11 acres; and

WHEREAS, Carolina Agribusiness LLC and Ham Equipment LLC, have executed separate sales agreements with the ENC Alliance, and such contracts have been assigned to the City to be used for a future sports complex; and

WHEREAS, the City and each Seller have agreed on the following amounts to be paid to each Seller:

- Parcel 22505, Carolina Agribusiness, LLC (seller), 84.49 acres, \$1,290,683.33;
- Parcel 2133, Ham Equipment, LLC (seller), 42.62 acres (approx.), \$650,966.67

Total amount: \$1,941,650; and

WHEREAS, the 127.11 acres of the subject property has an appraised Market Value of \$1,941,650; and

WHEREAS, after the investigation and examination period, the City is exercising its right to purchase the beforementioned parcels.

WHEREAS, the City Council has determined that purchase of the property as described is not contrary to the public interest;

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

1. The City of Greenville approves the purchase of real property located at 4553 Old Pactolus Rd., Greenville, NC, 27858, tax parcel 22505, by Carolina Agribusiness LLC, and tax parcel 2133, owned by Ham Equipment LLC, North Carolina Limited Liability Companies, finding that it is not contrary to public interest.

2. The City Manager and/or the Mayor is authorized to execute all requisite documents to complete the purchase and negotiate any additional terms necessary for carrying out the purchase.

Adopted this the _____ day of _____, 2025.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

SEAL



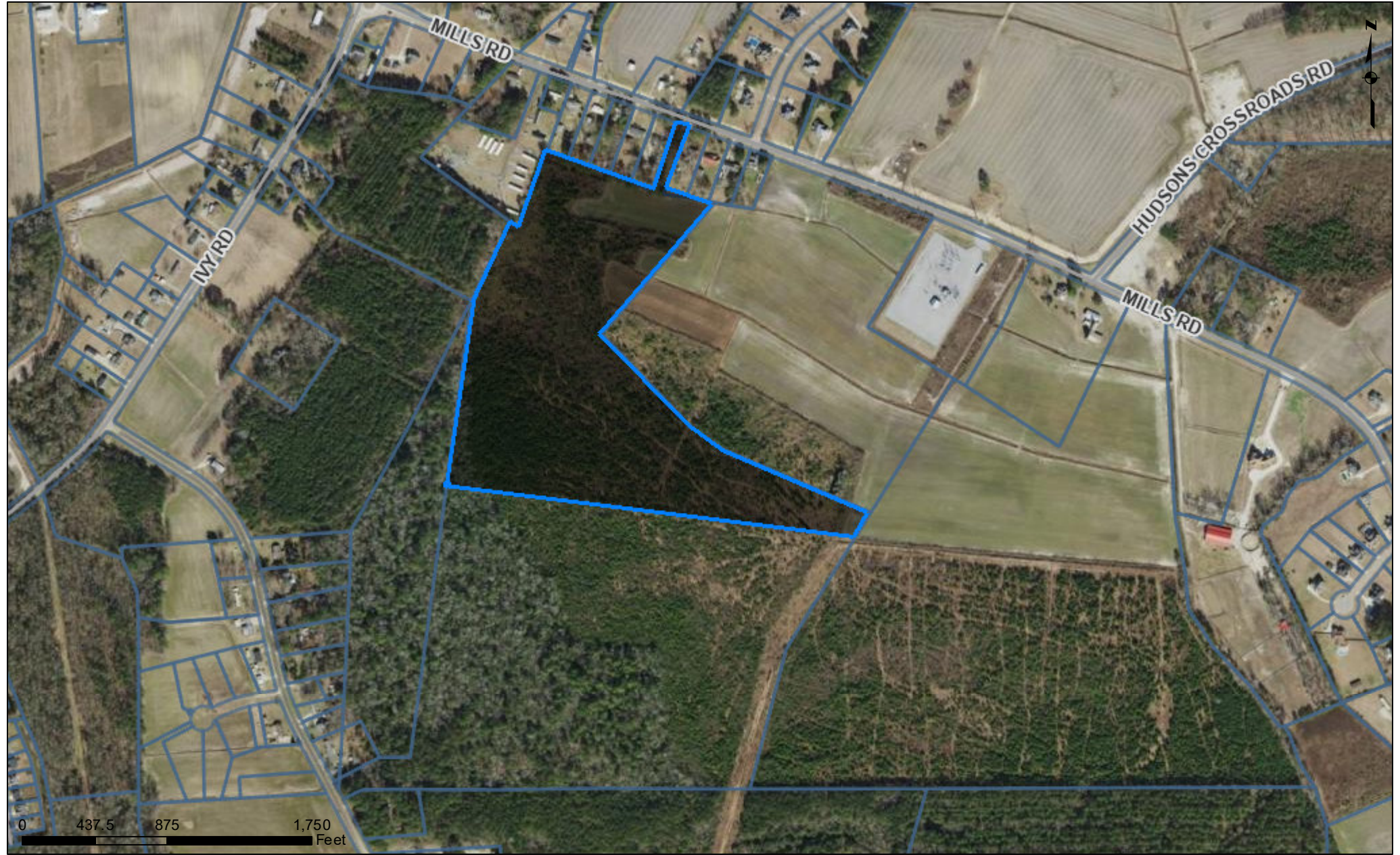
City of Greenville, North Carolina

Meeting Date: 12/11/2025

<u>Title of Item:</u>	Resolution to accept donation from RDP Management Consulting LLC of real property located at 0 Wolf Pit Road, Greenville, NC, 27858, further described as 40 acres located on the northern portion of Tax Parcel 004923
<u>Explanation:</u>	RDP Management Consulting LLC owns real property identified as Tax Parcel 004923. RDP Management Consulting LLC desires to donate 40 acres of the subject parcel, with road frontage along Mills Road, to the City of Greenville. The 40 acres of the subject property has a current tax market value of \$108,616. The City is interested in acquiring the property for future use as a public park, fire station, and police substation to serve residential development occurring in this area of the city.
<u>Fiscal Note:</u>	There will be minimal fiscal impact at this time. The City may obtain a title search and may incur recording fees.
<u>Recommendation:</u>	City staff recommends that City Council adopt the resolution to accept the donation by RDP Management Consulting LLC of real property located at 0 Wolf Pit Road, Greenville, NC 27858, 40 acres of Tax Parcel 004923, as approximately shown on the attached map, and provide authorization for the City Manager or Mayor to execute all documents necessary to finalize the conveyance.

ATTACHMENTS

- ☐ [Mills Rd Parcel Donation Map.pdf](#)
- ☐ [1208735 - Land Donation Resolution - 1 - COG.DOCX](#)



PROPERTY ADDRESS: 0 WOLF PIT RD

October 6, 2025

OWNER:
RDP MANAGEMENT CONSULTING LLC
1003 RED BANKS RD
GREENVILLE NC 27858

BUILDING VALUE: 0
LAND VALUE: 266245
TOTAL TAX VALUE: 266245

PARCEL NUMBER: 004923
USE CODE:
YEAR BUILT:
TOTAL SQF:
HEATED SQF: HEATED
ACRES: 98

DEED REF: 003839-00609
SALES PRICE:
SALES MO, YR:
REVAL YEAR:

RESOLUTION NO. _____

**RESOLUTION TO ACCEPT THE DONATION OF REAL PROPERTY TO THE CITY
OF GREENVILLE FROM RDP MANAGEMENT CONSULTING, LLC**

WHEREAS, the City of Greenville is a body politic existing and corporate in accordance with North Carolina General Statute §160A-1; and

WHEREAS, the City of Greenville has authority pursuant to North Carolina General Statute §160A-11 to acquire and hold real property conveyed, dedicated to, or otherwise acquired by the municipality; and

WHEREAS, RDP Management Consulting LLC, a North Carolina Limited Liability Company, desires to donate and convey approximately 40 acres of land located at 0 Wolf Pit Rd., Greenville, NC, 27858, adjacent to the south side of Mills Road adjacent to the Greenville city limit; and

WHEREAS, the property to be donated and conveyed to the City of Greenville is further described as 40 acres of tax parcel #004923;

WHEREAS, RDP Management Consulting, LLC, plans to execute a Gift Deed to the City of Greenville conveying said property to the City to be used for a future public park;

WHEREAS, the 40 acres of the subject property has a current tax Market Value of \$108,616; and

WHEREAS, the City Council has determined that acceptance of the property as described is not contrary to the public interest;

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

1. The City of Greenville accepts the donation of real property located at 0 Wolf Pit Rd., Greenville, NC, 27858, 40 acres of tax parcel 004923, by RDP Management Consulting LLC, a North Carolina Limited Liability Company, finding that it is not contrary to public interest.
2. The City Manager or Mayor is authorized to execute all requisite documents to complete the conveyance and negotiate any additional terms necessary for carrying out the donation.

Adopted this the _____ day of _____, 2025.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

SEAL



City of Greenville, North Carolina

Meeting Date: 12/11/2025

Title of Item: Budget Ordinance Amendment #5 Amending the 2025-2026 City of Greenville Facilities Improvement Fund (Ordinance #25-020), Transit Fund (Ordinance #25-020), Donations Fund (Ordinance #18-062), and Special Revenue Grant Fund (Ordinance #11-003)

Explanation: Attached for consideration at the December 11, 2025 City Council meeting is Budget Ordinance Amendment #5 Amending the 2025-2026 City of Greenville Facilities Improvement Fund (Ordinance #25-020), Transit Fund (Ordinance #25-020), Donations Fund (Ordinance #18-062), and Special Revenue Grant Fund (Ordinance #11-003).

For ease of reference, a footnote has been added to each line item of the Budget Ordinance Amendment, which corresponds to the explanation below:

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	Appropriating Facilities Improvement Fund - Fund Balance to support ongoing repairs and maintenance of City facilities.	Facilities Improvement Fund	200,000
B	Recognizing additional revenues in support of the Assistance to Firefighters Grant - 24 awarded to Fire/Rescue	Special Revenue Grants Fund	70,074
C	Recognizing donations made from various contributors for the Cops & Barbers Turkey Giveaway	Donations Fund	3,500
D	Appropriating grant revenues for the purposes of the Fleet Expansion project.	Transit Fund	837,710

E	Acceptance and appropriation of the COPS 2025 Grant from the Department of Justice to fund 8 sworn officers for a period of 3 years.	Special Revenue Grants Fund	1,248,473
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Fiscal Note:

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2025-26 Revised Budget</u>	<u>Amendment #5</u>	<u>2025-26 Budget per Amend #5</u>
General	\$124,887,704	-	\$124,887,704
Debt Service	7,368,819	-	7,368,819
Public Transportation (Transit)	6,329,243	837,710	7,166,953
Fleet Maintenance	6,745,000	-	6,745,000
Sanitation	15,463,480	-	15,463,480
Stormwater	12,349,595	-	12,349,595
Inspections	1,900,000	-	1,900,000
Housing	5,464,034	-	5,464,034
Affordable Housing	4,803,600	-	4,803,600
Health Insurance	14,991,217	-	14,991,217
Vehicle Replacement	6,774,351	-	6,774,351
Facilities Improvement	1,478,535	200,000	1,678,535
Special Revenue Grants	20,621,999	1,318,547	21,940,546
Public Works Capital Projects	6,149,225	-	6,149,225
Recreation & Parks Capital Projects	33,625,146	-	33,625,146
Community Development Capital Projects	19,970,634	-	19,970,634
Occupancy Tax	1,750,000	-	1,750,000
Engineering Capital Projects	73,013,025	-	73,013,025
Fire/Rescue Capital Projects	12,317,183	-	12,317,183
Capital Project Management Fund	15,390,000	-	15,390,000
Donations	605,986	3,500	609,486
Enterprise Capital Projects	37,634,181	-	37,634,181
IT Capital Projects Fund	3,820,991	-	3,820,991
Capital Reserve Fund	1,000,000	-	1,000,000
Pitt-Greenville Convention and Visitors Authority (CVA)	2,363,146	-	2,363,146
ARPA Fund	24,687,811	-	24,687,811
Opioid Settlement Fund	500,877	-	500,877

Recommendation:

Approve Budget Ordinance Amendment #5 Amending the 2025-2026 City of

Greenville Facilities Improvement Fund (Ordinance #25-020), Transit Fund (Ordinance #25-020), Donations Fund (Ordinance #18-062), and Special Revenue Grant Fund (Ordinance #11-003).

ATTACHMENTS

☐ [BA26-5.pdf](#)

**ORDINANCE NO. 25-
CITY OF GREENVILLE, NORTH CAROLINA**

Ordinance (#5) Amending the 2025-26 Facilities Improvement Fund (Ordinance #25-020), Transit Fund (Ordinance #25-020), Donations Fund (Ordinance #18-062), and Special Revenue Grant Fund (Ordinance #11-003).

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

Section I: Estimated Revenues and Appropriations. Facilities Improvement Fund, of Ordinance #25-020 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

Budget Amendment #5				
	2025-26 Revised Budget	A.	Total Amend #5	2025-26 Budget per Amend #5
ESTIMATED REVENUES				
Transfer from General Fund	\$ 1,200,000	\$ -	\$ -	\$ 1,200,000
Transfer from Other Funds	22,978	-	-	22,978
Appropriated Fund Balance	255,557	200,000	200,000	455,557
Total Revenues	<u>\$ 1,478,535</u>	<u>\$ 200,000</u>	<u>\$ 200,000</u>	<u>\$ 1,678,535</u>
APPROPRIATIONS				
Capital Improvement	\$ 1,478,535	\$ 200,000	\$ 200,000	\$ 1,678,535
Total Appropriations	<u>\$ 1,478,535</u>	<u>\$ 200,000</u>	<u>\$ 200,000</u>	<u>\$ 1,678,535</u>

Section II: Estimated Revenues and Appropriations. Transit Fund, of Ordinance #25-020 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Revised Budget	D.	Total Amend #5	2025-26 Budget per Amend #5
ESTIMATED REVENUES				
Grant Income	\$ 3,822,289	\$ -	\$ -	\$ 3,822,289
Bus Fare Ticket Sales	209,500	-	-	209,500
Other Revenues	63,200	-	-	63,200
Transfer from General Fund	775,000	-	-	775,000
Transfer from Other Funds	-	-	-	-
Appropriated Fund Balance	1,459,254	837,710	837,710	2,296,964
Total Revenues	<u>\$ 6,329,243</u>	<u>\$ 837,710</u>	<u>\$ 837,710</u>	<u>\$ 7,166,953</u>
APPROPRIATIONS				
Personnel	\$ 1,374,427	\$ -	\$ -	\$ 1,374,427
Operating	2,837,318	-	-	2,837,318
Capital Improvements	2,117,498	837,710	837,710	2,955,208
Other Expenses	-	-	-	-
Total Appropriations	<u>\$ 6,329,243</u>	<u>\$ 837,710</u>	<u>\$ 837,710</u>	<u>\$ 7,166,953</u>

Section III: Estimated Revenues and Appropriations. Donations Fund, of Ordinance #18-062 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Revised Budget	C.	Total Amend #5	2025-26 Budget per Amend #5
ESTIMATED REVENUES				
Restricted Intergov/Donations	\$ 402,698	\$ 3,500	\$ 3,500	\$ 406,198
Transfer From General Fund	203,288	-	-	203,288
Total Revenues	\$ 605,986	\$ 3,500	3,500	\$ 609,486
APPROPRIATIONS				
Mayor & City Council	\$ 550	\$ -	\$ -	\$ 550
Financial Services	1,336	-	-	1,336
Police	85,681	3,500	3,500	89,181
Fire / Rescue	20,202	-	-	20,202
Community Development	3,270	-	-	3,270
Recreation & Parks	494,947	-	-	494,947
Total Appropriations	\$ 605,986	\$ 3,500	\$ 3,500	\$ 609,486

Section IV: Estimated Revenues and Appropriations. Special Revenue Grant Fund, of Ordinance #11-003 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Revised Budget	B.	E.	Total Amend #5	2025-26 Budget per Amend #5
ESTIMATED REVENUES					
Special Fed/State/Loc Grant	\$ 16,728,828	\$ 70,074	\$ 1,000,000	\$ 1,070,074	\$ 17,798,902
CARES Act Funding	1,526,923	-	-	-	1,526,923
Transfer From General Fund	1,882,701	-	248,473	248,473	2,131,174
Transfer From Pre-1994 Entitlement	27,419	-	-	-	27,419
Transfer from Other Funds	48,235	-	-	-	48,235
Other Income	407,893	-	-	-	407,893
Total Revenues	\$ 20,621,999	\$ 70,074	\$ 1,248,473	\$ 1,318,547	\$ 21,940,546
APPROPRIATIONS					
Personnel	\$ 2,319,850	\$ -	\$ -	\$ -	\$ 2,319,850
Operating	5,332,354	-	-	-	5,332,354
Capital Outlay	2,006,385	-	-	-	2,006,385
Transfers	30,419	-	-	-	30,419
COVID-19	1,526,923	-	-	-	1,526,923
Rural Housing Recovery Grant	350,000	-	-	-	350,000
STAR Grant	330,000	-	-	-	330,000
Governor's Crime Commission Grant 22	24,500	-	-	-	24,500
Governor's Crime Commission Grant 23	22,900	-	-	-	22,900
COPS Community Policing Development	175,000	-	-	-	175,000
Justice Assistance Grant 2022	55,135	-	-	-	55,135
Justice Assistance Grant 2023	53,522	-	-	-	53,522
Justice Assistance Grant 2024	46,731	-	-	-	46,731
Project Lucky - Job Creation Grant	100,000	-	-	-	100,000
Energy Efficient Conservation Block Grant	146,850	-	-	-	146,850
Assistance to Fire Fighters Grant	404,438	-	-	-	404,438
USAR	94,000	-	-	-	94,000
Body Worn Cameras	1,400,000	-	-	-	1,400,000
Transfer to Other Funds	1,375,877	-	-	-	1,375,877
Boviet Solar Economic Development	2,666,666	-	-	-	2,666,666
Shot Spotter	1,402,214	-	-	-	1,402,214
Governor's Highway Safety Program	57,500	-	-	-	57,500
Assistance to Fire Fighters Grant - 24	700,735	70,074	-	70,074	770,809
COPS Community Policing Development 2025	-	-	1,248,473	1,248,473	1,248,473
Total Appropriations	\$ 20,621,999	\$ 70,074	\$ 1,248,473	\$ 1,318,547	\$ 21,940,546

Section V: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed:

Adopted this 11th day of December, 2025

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk