



Agenda

Greenville City Council

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

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

I. Call Meeting To Order

II. Invocation - Mayor Pro-Tem Smith

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

- **Public Comment Period**

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

VI. Special Recognitions

- Robert Wright - Police Department Retiree

VII. Appointments

1. Appointments to Boards and Commissions

VIII. New Business

Public Hearings

2. Ordinance to annex Sawgrass Pointe Commercial Center involving 2.279 acres located at the southeastern corner of the intersection of Frog Level Road and Davenport Farm Road
3. Ordinance requested by Happy Trail Farms, LLC to rezone 7.690 acres located at the northwestern corner of the intersection of Arlington Boulevard and Dickinson Avenue from MO (Medical-Office) to MCG (Medical-General Commercial)
4. Ordinance requested by Happy Trail Farms, LLC to rezone 16.790 acres located near the southwestern corner of the intersection of Allen Road and Landfill Road from MRS (Medical-Residential-Single-family) to MCH (Medical-Heavy Commercial)
5. Ordinance requested by Hardee Family Holdings, LLC to rezone 7.406 acres located at the intersection of Allen Road and Woodridge Park Road from OR (Office-Residential) and IU (Unoffensive Industry) to CH (Heavy Commercial)
6. Approval of the Draft 2015-16 Consolidated Annual Performance and Evaluation Report (CAPER)
7. Agreement between the City of Greenville, Electricities, and Retail Strategies LLC for retail analysis and recruitment
8. SEED Program Lease and Sublease Agreements

Other Items of Business

9. Contract with Vidant Corporate Health for Employee Health Clinic
10. Status and condition of the radio tower located on the Town Common
11. Discussion of appointment to Pitt County Animal Control Advisory Board
12. Update on Bradford Creek Public Golf Course
13. Discussion regarding the construction of a pedestrian bridge and boardwalk from the Town Common to River Park North
14. Contract amendment for the Active Transportation Master Plan (ALTA Planning + Design, Inc.)
15. City of Greenville's funding commitment for the Arlington Boulevard Safety and Improvements Project and the Town Common to River Park North Greenway Connection Project
16. Discussion of modification to the Uptown Greenville contract

IX. City Manager's Report

X. Comments from Mayor and City Council

XI. Adjournment



City of Greenville, North Carolina

Meeting Date:
10/17/2016
Time: 6:00 PM

Title of Item: Appointments to Boards and Commissions

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

Explanation: City Council appointments need to be made to the Board of Adjustment, Community Appearance Commission, Historic Preservation Commission, Human Relations Council, Pitt-Greenville Convention & Visitors Authority, Public Transportation & Parking Commission, Sheppard Memorial Library Board, and the Youth Council.

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

Fiscal Note: No direct fiscal impact.

Recommendation: Make appointments to the Board of Adjustment, Community Appearance Commission, Historic Preservation Commission, Human Relations Council, Pitt-Greenville Convention & Visitors Authority, Public Transportation & Parking Commission, Sheppard Memorial Library Board, and the Youth Council.

Make nominations to the Pitt County Board of Commissioners for the County seats on the Pitt-Greenville Convention & Visitors Authority.

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

Attachments / click to download

 [Muni_Report_2015_Appointments_to_Boards_and_Commissions_998631](#)

Appointments to Boards and Commissions

October 2016

Board of Adjustment

Council Liaison: Council Member PJ Connelly

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

Community Appearance Commission

Council Liaison: Council Member McLean Godley

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

Historic Preservation Commission

Council Liaison: Mayor Pro-Tem Kandie Smith

Name	District #	Current Term	Reappointment Status	Expiration Date
David Hursh	3	Filling unexpired term	Resigned	January 2018

Human Relations Council

Council Liaison: Council Member Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Isaac Blount	1	First term	Eligible	Sept. 2016
Isaac Chemmanam	1	Filling unexpired term	Eligible	Sept. 2016
Inez Dudley	2	First term	Resigned	Sept. 2017
Loyd Horton	1	Second term	Ineligible	Sept. 2016
Byung Lee	1	Second term	Ineligible	Sept. 2016

Bonnie Synder	1	First term	Eligible	Sept. 2016
Kathy Moore <i>(Shaw University)</i>	3	First term	Eligible	October 2016
Ritvik Verma <i>(East Carolina University)</i>		First term	Eligible	October 2016
Maurice Whitehurst <i>(Pitt Community College)</i>	2	Second term	Did not meet attendance Requirement	Oct. 2015

Pitt-Greenville Convention & Visitors Authority

Council Liaison: Council Member Rose Glover

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

Public Transportation & Parking Commission

Council Liaison: Council Member Rick Smiley

Name	District #	Current Term	Reappointment Status	Expiration Date
Will Russ		First term	Resigned	January 2018

Sheppard Memorial Library Board

Council Liaison: Council Member Rick Smiley

Name	District #	Current Term	Reappointment Status	Expiration Date
Mark Sanders	3	First term	Eligible	October 2016
Ray Spears		Second term	Ineligible	October 2016

Youth Council

Council Liaison: Council Member Calvin Mercer

Name	Current Term	Reappointment Status	Expiration Date
-------------	-------------------------	---------------------------------	----------------------------

13 Available Spots

Applicants for Board of Adjustment

Robert Kevin Howard
2745 North Chatham Court
Winterville, NC 28590

Application Date: 5/29/2014

District #: 2

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

Jeremy Spengeman
104 Christina Dr.
Greenville, NC 27858

Application Date:

District #: 4

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

Uriah Ward
106 Osceola Drive
Greenville, NC 27858

Application Date: 5/7/2013

District #: 3

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

Applicants for Community Appearance Commission

Elizabeth Ann Blanck
113 G Brownlea Drive
Greenville, NC 27858

Application Date: 1/18/2016

District #: 3

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

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

Application Date:

District #: 3

Home Phone: (252) 292-3437
Business Phone: (252) 355-7006
Email: andrew@overtongroup.net

Dee Dinsdale
532 Crestline Blvd
Greenville, NC

Application Date: 6/29/2016

District #:

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

Lomax Mizzelle
1988-B Hyde Drive
Greenville, NC 27858

Application Date: 5/28/2016

District #: 4

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

Christopher Powell
108 B Chandler Drive
Greenville, NC 27834

Application Date: 6/24/2016

District #: 1

Home Phone: (252) 714-0286
Business Phone:
Email: christopherpowell@yahoo.com

Emmett Sarkorh
3224 F Mos
Greenville, NC 27858

Application Date:

District #: 3

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

Applicants for Historic Preservation Commission

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

Application Date: 8/8/2014

District #: 3

Home Phone:

Business Phone:

Email: jamitressbowden@gmail.com

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

Application Date: 2/12/2016

District #: 3

Home Phone: (252) 717-3232

Business Phone:

Email: edwardsj@ecu.edu

Applicants for Human Relations Council

Dee Dinsdale
532 Crestline Blvd
Greenville, NC

Application Date: 6/29/2016

District #:

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

Application Date: 2/23/2015

District #: 4

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

Application Date:

District #: 5

Lomax Mizzelle
1988-B Hyde Drive
Greenville, NC 27858

Application Date: 5/28/2016

District #: 4

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

Application Date: 1/15/2015

District #: 1

Bridget Moore
4128A Bridge Court
Winterville, NC 28590

Application Date: 8/28/2014

District #: 5

Emmett Sarkorh
3224 F Mos
Greenville, NC 27858

Application Date:

District #: 3

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

Application Date:

Home Phone: (252) 864-9803

Business Phone:

Email: deeicum@yahoo.com

Home Phone: (252) 885-9245

Business Phone: (252) 885-9245

Email: crystal.kuegel@gmail.com

Home Phone: (252) 508-1081

Business Phone:

Email: arm192021@hotmail.com

Home Phone: (252) 215-9245

Business Phone: (757) 604-9726

Email: tancream@hotmail.com

Home Phone: (252) 714-0969

Business Phone:

Email: debj.monroe@gmail.com

Home Phone: (252) 355-7377

Business Phone: (252) 355-0000

Email: bmoore2004@netzero.com

Home Phone: (980) 229-5803

Business Phone:

Email: EmmettSarkorh@yahoo.com

Home Phone: (252) 412-4584

Business Phone:

District #: 5

Email:

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

Robert Scott Barker
2212 Lexington Farms
Greenville, NC 27834

District #:

Robert Kevin Howard
2745 North Chatham Court
Winterville, NC 28590

District #: 2

Lettie Micheletto
929 Bremerton Drive
Greenville, NC 27858

District #: 5

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

District #: 5

Emmett Sarkorh
3224 F Mos
Greenville, NC 27858

District #: 3

Terri Williams
PO Box 3109
Greenville, NC 27836

District #: 4

Application Date: 4/18/2016

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

Application Date: 5/29/2014

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

Application Date: 7/13/2016

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

Application Date:

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

Application Date:

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

Application Date: 11/20/2013

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

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

Applicant Interest Listing

Convention & Visitors Authority

Debbie Avery
3010 Sapphire Lane
Winterville NC 28590

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

Gender: F
Race: White
District: 4
Priority:

Applied for this board on: 1/16/2009

Application received/updated: 01/20/2011

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

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

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

Chenele Coleman-Sellers
3469 Old River Road
Greenville NC 27834

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

Gender: F
Race: African
District: 2
Priority:

Applicant Interest Listing

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

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

Brad Guth
113 Loran Circle
Greenville NC 27858

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

Gender: M
Race: White
District: 6
Priority:

Applied for this board on: 4/22/2016

Application received/updated: 04/22/2016

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

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

Applicant Interest Listing

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

Ralph Hall Jr
111 Hardee Street
Greenville NC 27858

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

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

Applied for this board on: 2/26/2003

Application received/updated: 02/26/2003

Applicant's Attributes: District 6
Greenville ETJ
VolAg Southeast

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

Applicant Interest Listing

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

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

Michelle Joyner
264 Cooper Street
Winterville NC 28590

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

Gender: F
Race: Other
District: 6
Priority:

Applied for this board on: 3/27/2015

Application received/updated: 03/27/2015

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

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

Applicant Interest Listing

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

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

Eric Williams
527 Rachel Lane
Grimesland NC 27858

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

Gender: M
Race: African
District: 3
Priority:

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

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

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

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

Public Transportation & Parking Commission

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

Application Date: 1/15/2015

Home Phone: (252) 714-0969

Business Phone:

Email: debj.monroe@gmail.com

District #: 1

Sheppard Memorial Library Board

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

Application Date: 1/15/2015

Home Phone: (252) 714-0969

Business Phone:

Email: debj.monroe@gmail.com

District #: 1

Youth Council

None.



City of Greenville, North Carolina

Meeting Date:
10/17/2016
Time: 6:00 PM

Title of Item: Ordinance to annex Sawgrass Pointe Commercial Center involving 2.279 acres located at the southeastern corner of the intersection of Frog Level Road and Davenport Farm Road

Explanation: **Abstract:** The City received a voluntary annexation petition to annex Sawgrass Pointe Commercial Center involving 2.279 acres located at the southeastern corner of the intersection of Frog Level Road and Davenport Farm Road. The subject area is currently undeveloped and is anticipated to accommodate 9,000 square feet of retail space.

ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: October 3, 2016
2. City Council public hearing date: October 17, 2016
3. Effective date: June 30, 2017

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 2.279
4. Voting District: 5
5. Township: Winterville
6. Zoning: CN (Neighborhood Commercial)

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

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

* - 2.2 people per household in Greenville

- 10. Rural Fire Tax District: Red Oak
- 11. Greenville Fire District: Station #5 (Distance of 5.0 miles)
- 12. Present Tax Value: \$44,165
Estimated Future Tax Value: \$944,165

Fiscal Note: The total estimated tax value at full development is \$944,165.

Recommendation: Approve the attached ordinance to annex Sawgrass Pointe Commercial Center

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

Attachments / click to download

- [Survey](#)
- [Ordinance Sawgrass Pointe Commercial Center 1037547](#)

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

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 6:00 p.m. on the 17th day of October, 2016, after due notice by publication in The Daily Reflector on the 3th day of October, 2016; and

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

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

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

TO WIT: Being all of that certain property as shown on the annexation map entitled "Sawgrass Pointe Commercial Center" involving 2.279 acres as prepared by Baldwin Design Consultants, PA.

LOCATION: Lying and being situated in Winterville Township, Pitt County, North Carolina, located at the southeastern corner of the intersection of Frog Level Road and Davenport Farm Road.

GENERAL DESCRIPTION:

Beginning at a point where the southern right-of-way of NCSR 1128 (Davenport Farm Road) intersects the western right-of-way of NCSR 1127 (Frog Level Road), said point being located S 57°08'28" W 38.00' from an existing P.K. Nail located in the centerline intersection of NCSR 1128 (Davenport Farm Road) and NCSR 1127 (Frog Level Road). From the above described beginning, so located, running thence as follows:

With the southern right-of-way of NCSR 1128 (Davenport Farm Road), S 70°43'36" E 342.88' to a point, thence leaving the southern right-of-way of NCSR 1128 (Davenport Farm Road), S 19°16'25" W 79.97' to a point, thence N 70°43'36" W 52.50' to a point, thence S 19°16'25" W 259.90' to a point, thence N 87°18'28" W 197.85' to a point on the western right-of-way of NCSR 1127 (Frog Level Road), thence with the western right-of-way of NCSR 1127 (Frog Level Road), S 05°00'32" W 15.81' to a point where the western right-of-way of NCSR 1127 (Frog Level Road) intersects the northern right-of-way of Brighton Drive, thence with the northern right-of-way of Brighton Drive, N 84°59'28" W 20.00' to a point, thence leaving the northern right-of-way of Brighton Drive, N 05°00'32" E 265.00' to a point, thence S 84°59'28" E 20.00' to a point on the western right-of-way of NCSR 1127 (Frog Level Road), thence with the western right-of-way of NCSR 1127 (Frog Level Road), N 05°00'32" E

159.74' to the point of beginning containing 2.279 acres and being a portion of the property described in Deed Book 3291, Page 775 of the Pitt County Register of Deeds.

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

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

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

Attachment number 1
Page 2 of 2

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

ADOPTED this 17th day of October, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

NORTH CAROLINA
PITT COUNTY

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

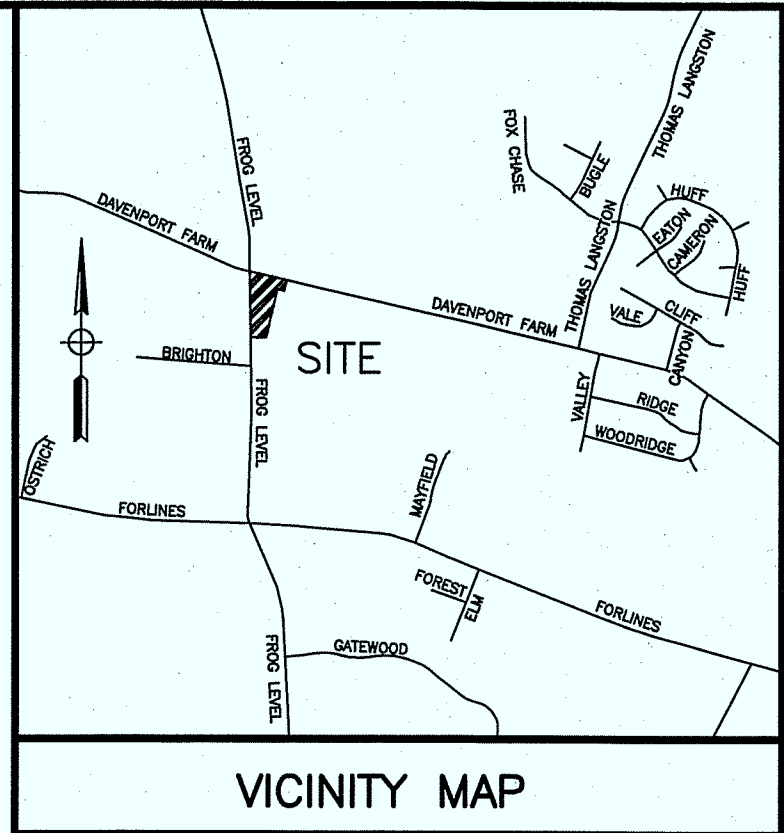
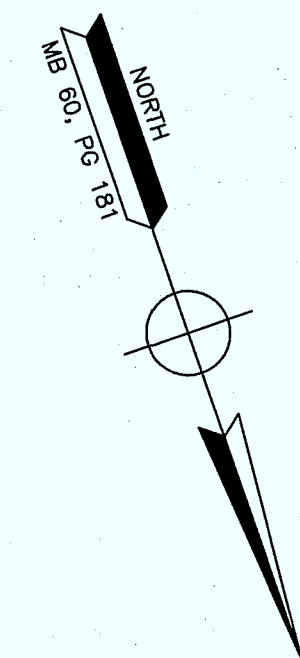
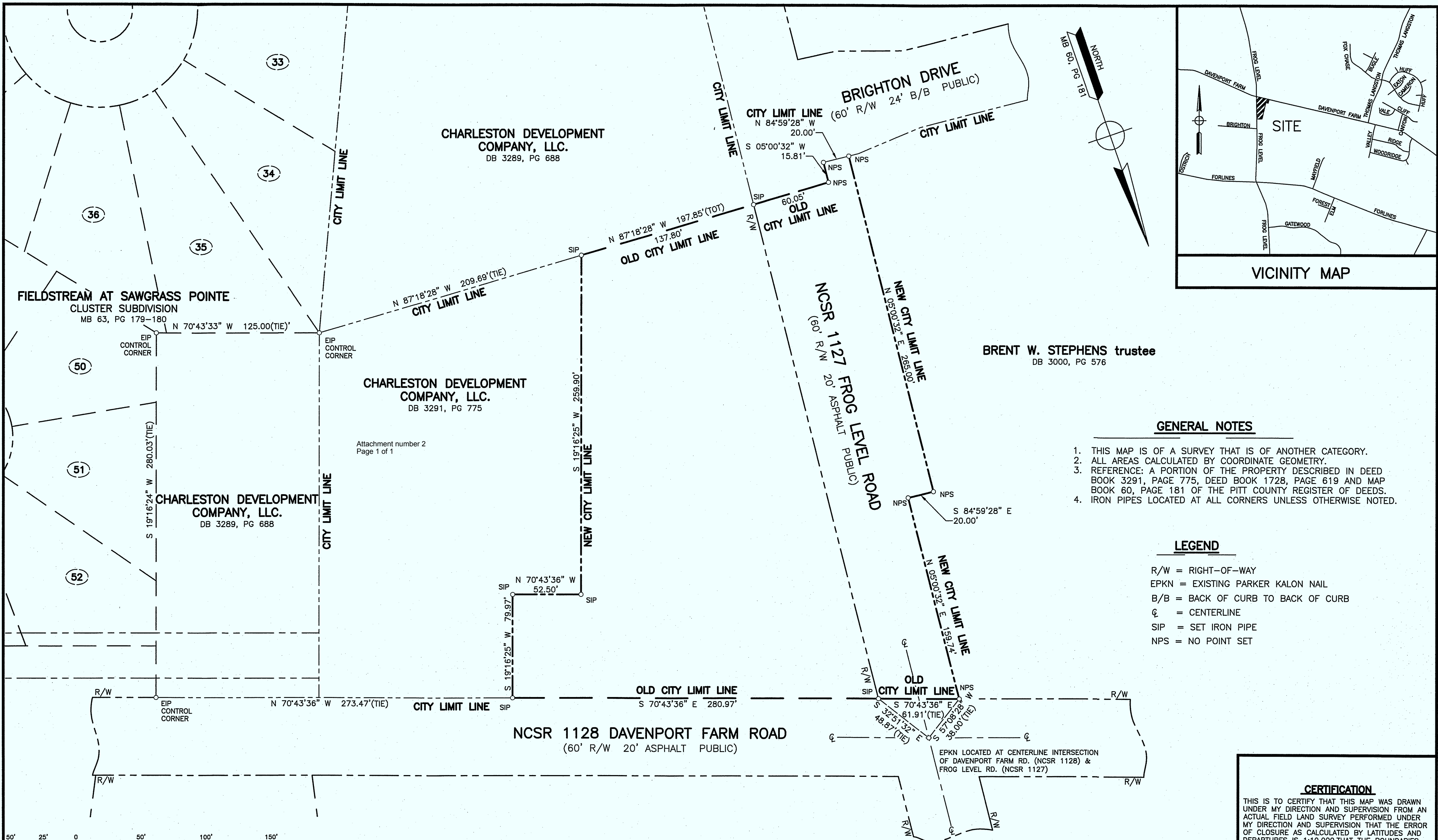
WITNESS my hand and official seal this ____th day of _____, 2016.

Notary Public

My Commission Expires: _____

10357547

Y:\DRAWINGS\16-011 CHARLESTON DEVELOPMENT DOLLAR GENERAL SAWGRASS POINTE COMMERCIAL CENTER ANNEXATION.dwg Tue, Sep 20, 2016-1:52pm RWELLS



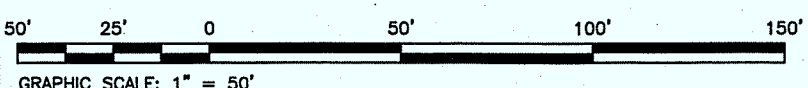
BRENT W. STEPHENS trustee
DB 3000, PG 576

GENERAL NOTES

1. THIS MAP IS OF A SURVEY THAT IS OF ANOTHER CATEGORY.
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
3. REFERENCE: A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 3291, PAGE 775, DEED BOOK 1728, PAGE 619 AND MAP BOOK 60, PAGE 181 OF THE PITT COUNTY REGISTER OF DEEDS.
4. IRON PIPES LOCATED AT ALL CORNERS UNLESS OTHERWISE NOTED.

LEGEND

- R/W = RIGHT-OF-WAY
- EPKN = EXISTING PARKER KALON NAIL
- B/B = BACK OF CURB TO BACK OF CURB
- CL = CENTERLINE
- SIP = SET IRON PIPE
- NPS = NO POINT SET



A PORTION OF TAX PARCEL #69475
TAX MAP #4665-38-2714

SHEET 1 OF 1

ANNEXATION MAP FOR
**SAWGRASS POINTE
COMMERCIAL CENTER**
SECTION 1

OWNER: **CHARLESTON DEVELOPMENT COMPANY, INC.**
ADDRESS: P.O. BOX 1607
WILSON, NC 27894
PHONE: (252) 243-0222

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

SURVEYED: BW	APPROVED: MWB
DRAWN: JBE	DATE: 08/31/2016
CHECKED: MWB	SCALE: 1 = 50'

LEGEND

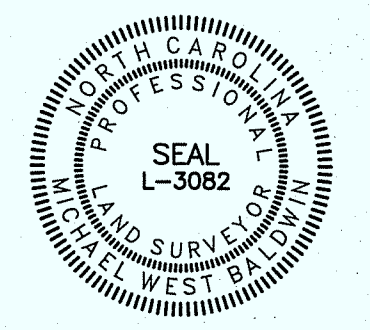
- CITY LIMIT LINE = - - - - -
- NEW CITY LIMIT LINE = - - - - -
- OLD CITY LIMIT LINE = - - - - -

MAP NO.	PLATS RECORDED	MAP BOOK	PAGE

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C
(EFFECTIVE DATE _____ ORDINANCE # _____ AREA 2.279 AC.)
_____ WINTERVILLE _____ TOWNSHIP, PITT COUNTY, N.C.

CLOSURE CHECK BOUNDARY	
CHECKED: JBE	DATE: 08/16/2016

CERTIFICATION
THIS IS TO CERTIFY THAT THIS MAP WAS DRAWN UNDER MY DIRECTION AND SUPERVISION FROM AN ACTUAL FIELD LAND SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DASHED LINE; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-36 AS AMENDED.
WITNESS MY HAND AND SEAL THIS 31st DAY OF AUGUST 2016.
MICHAEL WEST BALDWIN, PLS L-3082





City of Greenville, North Carolina

Meeting Date:
10/17/2016
Time: 6:00 PM

Title of Item: Ordinance requested by Happy Trail Farms, LLC to rezone 7.690 acres located at the northwestern corner of the intersection of Arlington Boulevard and Dickinson Avenue from MO (Medical-Office) to MCG (Medical-General Commercial)

Explanation: **Abstract:** The City has received a request from Happy Trail Farms, LLC to rezone 7.690 acres located at the northwestern corner of the intersection of Arlington Boulevard and Dickinson Avenue from MO (Medical-Office) to MCG (Medical-General Commercial).

** This is a continued item from the September 8, 2016 City Council meeting.

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on August 2, 2016.

On-site sign(s) posted on August 2, 2016

City Council public hearing notice (property owner and adjoining property owner letter) mailed on September 27, 2016.

Public hearing legal advertisement published on October 3 and 10, 2016.

Comprehensive Plan:

The Future Land Use and Character Plan Map recommends mixed use (MU) at the intersection of Arlington Boulevard and Dickinson Avenue then transitions to commercial (C) to the west and residential to the interior area. at the northwestern corner of the intersection of Dickinson Avenue and Spring Forest Road.

There is a designated neighborhood focus area at the intersection of Dickinson Avenue and Spring Forest Road. These areas are intended to contain 40,000+/- square feet of conditioned floor space.

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

Based on possible use permitted by the requested rezoning, the proposed rezoning classification could generate 1,368 trips to and from the site on Arlington Boulevard, which is a net increase of 1,028 additional trips per day.

Based on possible use permitted by the requested rezoning, the proposed rezoning classification could generate 1,368 trips to and from the site on Dickinson Avenue, which is a net increase of 1,028 additional trips per day.

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

History/Background:

In 1972, the subject properties were incorporated into the City's ETJ (extra-territorial jurisdiction) and zoned RA20 (Residential-Agricultural). In 1996, a portion of the property was rezoned to O (Office). In 2007, all of the property was rezoned to MO (Medical-Office).

A portion of the subject property is part of the approved preliminary plat for Arlington West Office Park that was approved in 2002.

Present Land Use:

Vacant and one (1) single-family residence

Water/Sewer:

Water and sanitary sewer are available.

Historic Sites:

There are no known effects on designated sites.

Environmental Conditions/Constraints:

There are no known environmental constraints.

Surrounding Land Uses and Zoning:

North: O - Arlington West Office Park (1 building); RA20 - Farmland

South: OR and RA20 - Vacant

East: O - Carolina Vision Care and Diamond Pointe Professional Center

West: RA20 - One (1) single-family residence and farmland

Density Estimates:

Under the current zoning (MO), the site could accommodate 61,680+/- square feet of office space.

Under proposed zoning (MCG), the site could accommodate 61,680+/- square feet of retail space.

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

Additional Staff Comments:

In June 2003, the MO zoning district was amended to include a variety of limited commercial activities that includes pharmacies (free-standing) and fast foot restaurants located in a multi-unit structure which contains not less than three (3) individual units.

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.

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

The Planning and Zoning Commission voted 7-1 to approve the request at its August 16, 2016 meeting.

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

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

Motion to deny the request to rezone and to make a finding and determination that the rezoning request is inconsistent with the adopted comprehensive plan including, but not limited to, 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 further that the denial of the rezoning request is reasonable and in the public interest due to the rezoning request does not promote, in addition to the furtherance of other goals and objectives, the safety and general welfare of the community because the requested zoning is consistent with the recommended Future Land Use and Character designation and is located in a Preferred Growth Area and at an activity center.

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

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

Attachments / click to download

- [Attachments](#)
 - [Ordinance_Happy_Trail_Farms_rezoning_16_11_1035276](#)
 - [Minutes_Happy_Trail_Farms_rezoning_16_11_1035368](#)
 - [List_of_Uses_for_MO_to_MCG_986293](#)
-

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

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 17th day of October, 2016, at 6:00 p.m., in the Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

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

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

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, 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 provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance will, in addition to the furtherance of other goals and objectives, promote the safety and general welfare of the community because the requested zoning is consistent with the recommended Future Land Use and Character designation and is located in a Preferred Growth Area and at an activity center;

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

Section 1. That the following described territory is rezoned from MO (Medical-Office) to MCG (Medical-General Commercial).

TO WIT: James A. Evans, Amos J. Evans and Amos Ray Evans etal
Properties

LOCATION: Located at the northwestern corner of the intersection of Arlington
Boulevard and Dickinson Avenue.

Beginning at a point where the western right-of-way of NCSR 1323 (Arlington Boulevard) intersects the northern right-of-way of NCSR 1620 (Dickinson Avenue). From the above described beginning, so located, running thence as follows:

With the northern right-of-way of NCSR 1620 (Dickinson Avenue), S 42°05'02" W 88.03', S 42°06'31" W 171.13' and S 42°40'45" W 255.39', thence leaving the northern right-of-way of NCSR 1620 (Dickinson Avenue), N 45°12'45" W 127.16' to a point, thence N 45°12'54" W 141.30' to a point, thence S 47°26'49" W 6.90' to a point, thence N 45°17'26" W 534.34' to a point, thence N 50°59'21" E 273.05' to a point, thence S 31°15'59" E 79.80' to a point, thence S 50°25'02" E 164.95' to a point, thence N 45°44'49" E 57.01' to the point of curvature, thence with a curve to the left an arc distance of 49.23' having a radius of 143.00' and a chord bearing N 35°52'59" E 48.99' to a point, thence N 44°13'35" W 5.75' to a point, thence N 37°43'30" E 99.63' to a point on the curved western right-of-way of NCSR 1323 (Arlington Boulevard), thence with the curved western right-of-way of NCSR 1323 (Arlington Boulevard), a curve to the left an arc distance of 60.00' having a radius of 5779.58' and a chord bearing S 52°37'58" E 60.00' to the point of tangency, thence S 54°12'08" E 269.81', S 55°54'24" E 75.39', S 56°16'25" E 96.28 and S 06°40'29" E 51.69' to the point of beginning containing 7.690 acres.

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

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

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

ADOPTED this 17th day of October, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Doc. # 1035276

Excerpt from APPROVED the Planning & Zoning Commission Minutes (08/16/2016)

ORDINANCE REQUESTED BY HAPPY TRAIL FARMS, LLC TO REZONE 7.690 ACRES LOCATED AT THE NORTHWESTERN CORNER OF THE INTERSECTION OF ARLINGTON BOULEVARD AND DICKINSON AVENUE FROM MO (MEDICAL-OFFICE) TO MCH (MEDICAL-GENERAL COMMERCIAL) – APPROVED

Ms. Gooby delineated the property. She stated that the rezoning is located in the center of the city and specifically located at the intersection of Arlington Boulevard and Dickinson Avenue. The property is also located in the Medical District. The Medical District Land Use Plan and the Horizons Plan contain the same language and maps that complement one another. A portion of the rezoning is included on the approved preliminary plat for Arlington West Office Park. The property is largely vacant but contains one single-family residence. The property is zoned MO (Medical-Office) as is most of the area to the north. There is commercial zoning at the intersection of Dickinson Avenue and Spring Forest Road. The property is located between two focus areas: one at the intersection of Dickinson Avenue and Memorial Drive and one at the intersection of Dickinson Avenue and Spring Forest Road. Focus areas are where commercial is anticipated and encouraged. The comprehensive plan states that higher intensive uses should be located at focus areas and should be concentrated in well-defined nodes. Office/institutional/multi-family (OIMF) should be used between focus areas to act as a buffer and preserve vehicle carrying capacity which prevents linear expansion of commercial along streets. Since the rezoning is from office to commercial, an increase in traffic is anticipated. There are curb cuts on Arlington Boulevard and Dickinson Avenue. Retail is the anticipated use. The FLUPM recommends OIMF along both side of Arlington Boulevard from the railroad to the commercial zoning at South Memorial Drive. In staff's opinion, the request is not in compliance with Horizons: Greenville's Community Plan, the Future Land Use Plan Map and the Medical District Land Use Plan. It doesn't promote the desired urban form, does not support the statements in the plan related to concentrating commercial zoning at focus areas and preventing linear expansion of commercial by maintaining space between focus areas.

Ms. Bellis asked if the request would be in compliance with the new plan which is being considered on tonight's agenda.

Ms. Gooby stated that since the new plan has not been adopted staff has to rely on the current adopted plans.

Chairman King opened the public hearing.

Mike Baldwin, Baldwin Design Consultants, spoke on behalf of the applicant. He stated that he wishes that he could have waited on the rezoning request until the new plan was adopted because the request would be in compliance under the new plan. However, due to real estate contract times and due diligence this request has to proceed. He understands that under the criteria for the role of the petitioner the request does not conform under # 1 for conformance with the comprehensive plan and future land use plan map. In his opinion, the request will be compatible with future uses in the area. As far as impact on area streets and thoroughfares, this request will likely generate an increase in traffic but it is also located on two major thoroughfare. The

property will be affected by the Southwest Bypass. Any traffic increase will be negligible and traffic mitigation will be reviewed at the time of development. The infrastructure of the property has been in place in for years and has been ready for office development but that has not happened. This is indicative that perhaps office development is not appropriate. Under the new plan that is on the agenda, the request would be in compliance.

No one spoke in opposition.

Mr. Schrade stated that since the request is in compliance with the new plan and even though the plan has not been adopted he supports the request.

Ms. Leech stated that the streets in this area are heavily traveled already. Recently, additional commercial zoning was added just south of this area that could add additional traffic. She does not support this request.

Mr. Mills stated that the OIMF category allows multi-family which is a high traffic generator and is what is recommended under the current land use plan map. In light of the new plan that is on the agenda and that the request would be in compliance, he supports the request.

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

Motion made by Mr. Schrade, seconded by Mr. Robinson, to recommend approval of the proposed amendment, to advise that, although the proposed amendment is not consistent with the Comprehensive Plan, in this instance it is an appropriate zoning classification, and to adopt the staff report which addresses plan consistency. Those voting on favor: Herring, Reid, Collins, Bellis, Mills, Schrade, Robinson. Those voting against: Leech. Motion passed.

CURRENT ZONING

MO (Medical-Office)

Permitted Uses

- (1) General:
 - a. Accessory use or building
 - b. Internal service facilities
 - c. On-premise signs per Article N
 - f. Retail sales; incidental

- (2) Residential:
 - l. Group care facility
 - n. Retirement center or home
 - o. Nursing, convalescent center or maternity home; major care facility

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

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

- (5) Agricultural/ Mining:
 - a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

- (6) Recreational/ Entertainment:
 - f. Public park or recreational facility
 - g. Private noncommercial park or recreational facility

- (7) Office/ Financial/ Medical:
 - a. Office; professional and business, not otherwise listed
 - d. Bank, savings and loan or other savings or investment institutions
 - e. Medical, dental, ophthalmology or similar clinic, not otherwise listed

- (8) Services:
 - n. Auditorium
 - r. Art gallery
 - u. Art studio including art and supply sales
 - ee. Hospital
 - ii. Wellness center; indoor and outdoor facilities

- (9) Repair: * None

- (10) Retail Trade:
 - d. Pharmacy
 - s. Book or card store, news stand
 - w. Florist

- (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

**MO (Medical-Office)
Special Uses**

(1) General:* None

(2) Residential:

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

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

(4) Governmental:

a. Public utility building or use

(5) Agricultural/ Mining:* None

(6) Recreational/ Entertainment:

s. Athletic club; indoor only

(7) Office/ Financial/ Medical:* None

(8) Services:

a. Child day care facilities

b. Adult day care facilities

e. Barber or beauty shop

f. Manicure, pedicure or facial salon

j. College and other institutions of higher learning

l. Convention center; private

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

s.(1). Hotel, motel bed and breakfast inn; extended stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)

hh. Exercise and weight loss studios; indoor only

ll.(1) Dry cleaning; household users, drop-off/pick-up station only [2,000 sq. ft. gross floor area limit per establishment]

jj. Health services not otherwise listed

(9) Repair:* None

(10) Retail Trade:

f. Office and school supply, equipment sales [5,000 sq. ft. gross floor area limit per establishment]

h. Restaurant; conventional

i. Restaurant; fast food [limited to multi-unit structures which contain not less than three separate uses]

j. Restaurant; regulated outdoor activities

k. Medical supply sales and rental of medically related products including uniforms and related accessories.

t. Hobby or craft shop [5,000 sq. ft. gross floor area limit per establishment]

(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

MCG (Medical-General Commercial)

Permitted Uses

(1) General:

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

(2) Residential: None*

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

(4) Governmental:

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

(5) Agricultural/ Mining:

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

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- s. Athletic club; indoor only

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- d. Bank, savings and loan or other savings or investment institutions

(8) Services:

- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- v. Photography studio including photo and supply sales
- 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
- ii. Wellness center; indoor and outdoor facilities
- kk. Launderette; household users
- ll. Dry Cleaners; household users

(9) Repair:

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

(10) Retail Trade:

- a. Miscellaneous retail sales; non-durable goods, not otherwise listed
- c. Grocery; food or beverage, off premise consumption (see also Wine Shop)
- c.1 Wine shop (see also section 9-4-103)
- d. Pharmacy
- f. Office and school supply, equipment sales
- h. Restaurant; conventional
- i. Restaurant; fast food
- k. Medical supply sales and rental of medically related products
- l. Electric; stereo, radio, computer, television, etc. sales and accessory repair
- s. Book or card store, news stand
- t. Hobby or craft shop
- v. Video or music store; records, tape, compact disk, etc. sales
- w. Florist

(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:

- c. Bakery; production, storage and shipment facilities

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

MCG (Medical-General Commercial)
Special Uses

(1) *General*:* None

(2) *Residential*:

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

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

(4) *Governmental*:

a. Public utility building or use

(5) *Agricultural/ Mining*:* None

(6) *Recreational/ Entertainment*:

t. Athletic club; indoor and outdoor facilities

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

(8) *Services*:

a. Child day care facilities

b. Adult day care facilities

jj. Health services not otherwise listed

(9) *Repair*:* None

(10) *Retail Trade*:

j. Restaurant; regulated outdoor activities

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

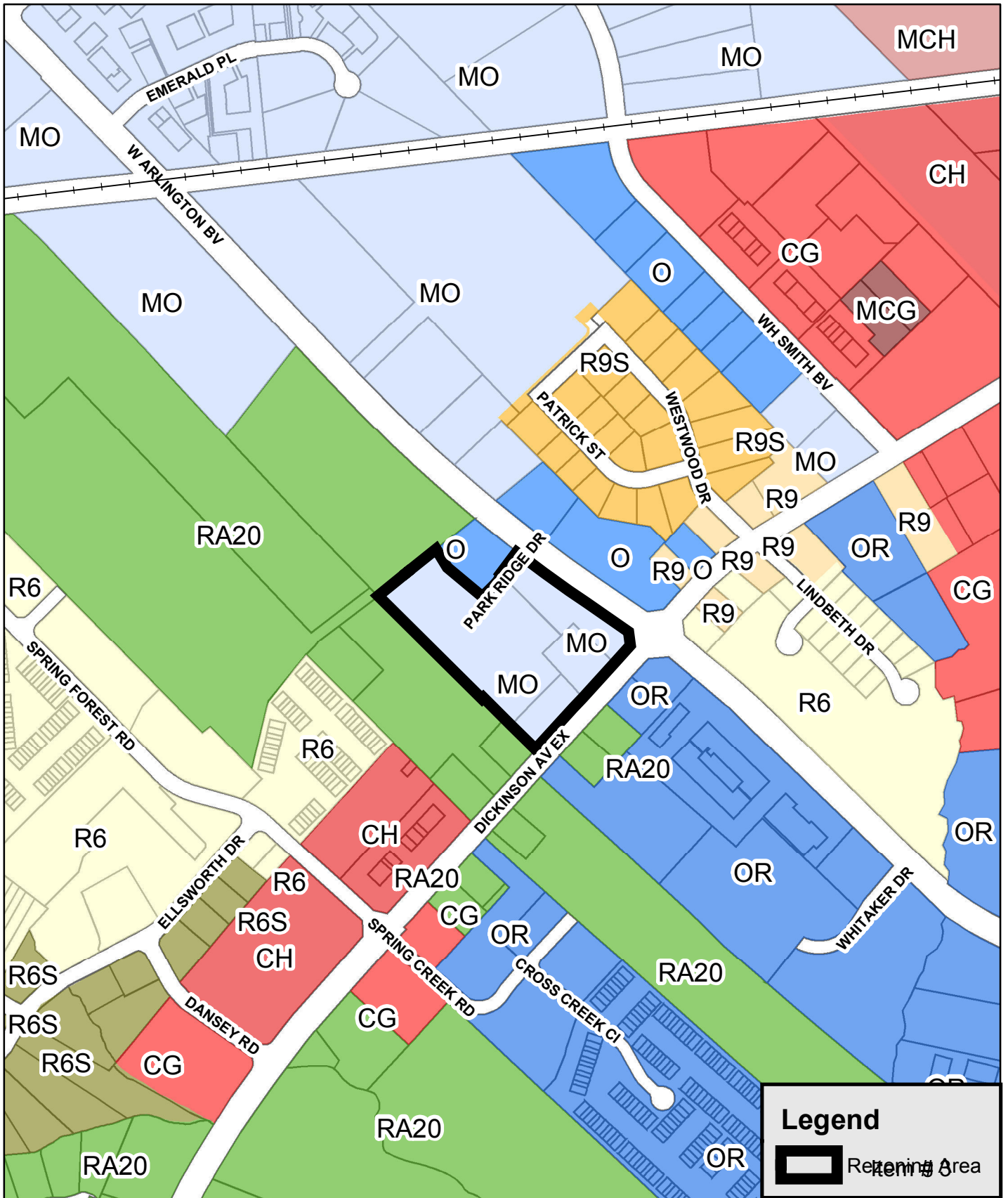
(12) *Construction*:* None

(13) *Transportation*:* None

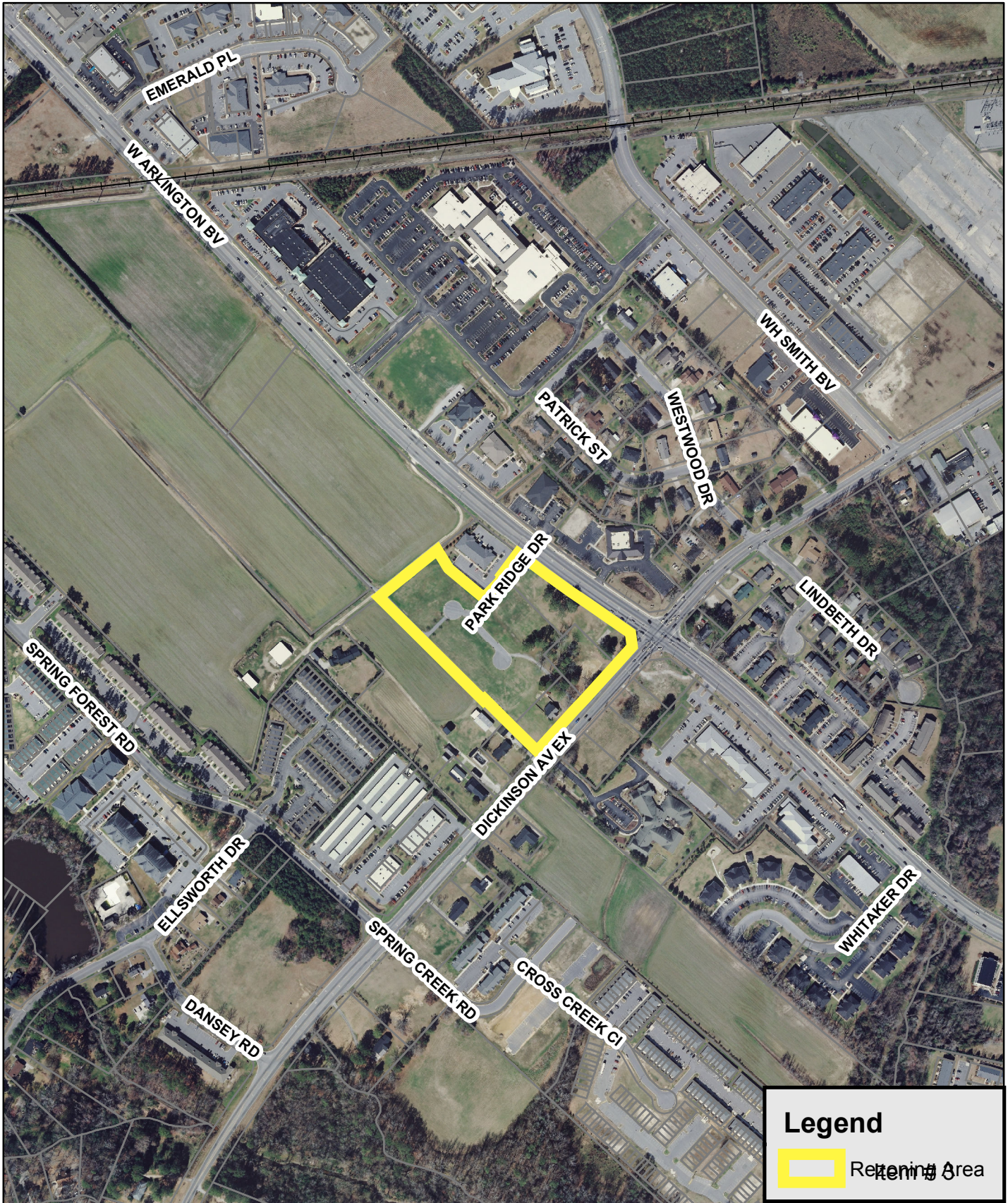
(14) *Manufacturing/ Warehousing*: * None

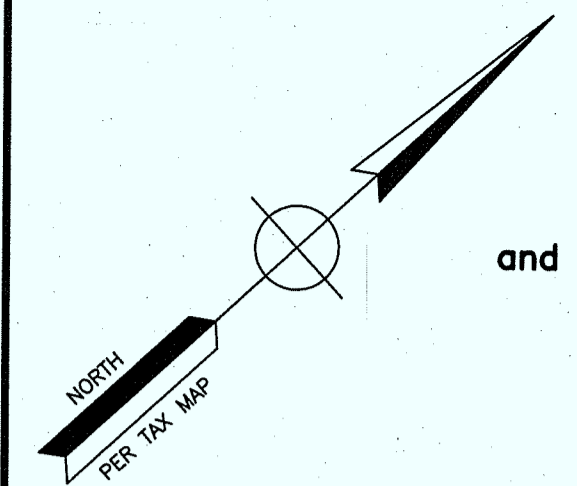
(15) *Other Activities (not otherwise listed - all categories)*:* None

Happy Trail Farms, LLC
From: MO (Medical-Office)
To: MCG (Medical-General Commercial)
7.690 acres
August 2, 2016



Happy Trail Farms, LLC
From: MO (Medical-Office)
To: MCG (Medical-General Commercial)
7.690 acres
August 2, 2016

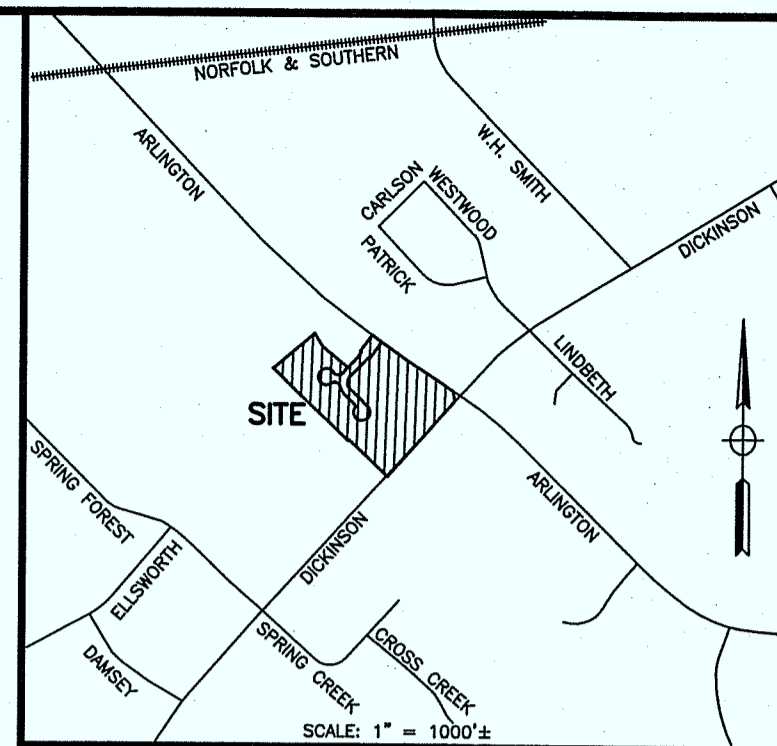




AGRICULTURAL
RA-20
**ROBERT W. EVANS,
 DONALD E. EVANS
 and HERMAN B. EVANS JR. ETAL**
 PARCEL# 07221
 DB 701, PG 105

AGRICULTURAL
RA-20
JAMES A. EVANS
 PARCEL# 07248
 DB 1146, PG 555

AGRICULTURAL
RA-20
**ROBERT W. EVANS,
 DONALD E. EVANS
 and HERMAN B. EVANS JR. ETAL**
 PARCEL# 07221
 ESTATE FILE 2015, PG 227



VICINITY MAP

**PROPERTY OWNERS ADDRESSES
 WITHIN 100 FEET OF PROPERTY**

ISLAND CREEK LAND COMPANY, LLC
 PO BOX 12172
 NEW BERN, NC 28561

**VISIONARY PROPERTIES
 & DEVELOPMENT, LLC**
 583 WHITE HORSE DRIVE
 GREENVILLE, NC 27834

**ROBIN E. BOWMAN
 and husband MARK S. BOWMAN**
 586 WHITE HORSE DRIVE
 GREENVILLE, NC 27834

**JARVIS J. MILLS
 and wife DORIS B. MILLS**
 1602 N. OVERLOOK DRIVE
 GREENVILLE, NC 27858

CHICKEN BONE CREEK LLC
 2894 BALLARDS CROSSROADS ROAD
 GREENVILLE, NC 27834

ATWF COMMERCIAL PROPERTIES, LLC
 PO BOX 20700
 GREENVILLE, NC 27858

ATWF COMMERCIAL PROPERTIES, LLC
 105 VICTORIA COURT
 GREENVILLE, NC 27858

GEORGE THOMAS SAVAGE
 PO BOX 102
 WINTERVILLE, NC 28590

**CAROLYN SAVAGE WHICKER,
 GEORGE THOMAS SAVAGE ETAL**
 853 SOUNDSIDE ROAD
 EDENTON, NC 27932

**HCRI NORTH CAROLINA PROPERTIES III
 LIMITED PARTNERSHIP**
 4500 DORR STREET
 TOLEDO, OH 93615

**ROBERT W. EVANS
 and wife LINDA KOON EVANS**
 2690 DICKINSON AVENUE
 GREENVILLE, NC 27834

**ROBERT W. EVANS, DONALD E. EVANS
 and HERMAN B. EVANS JR. ETAL**
 2690 DICKINSON AVENUE
 GREENVILLE, NC 27834

JAMES A. EVANS
 1861 W. ARLINGTON BOULEVARD
 GREENVILLE, NC 27834

RA-20
**ROBERT W. EVANS
 and wife LINDA KOON EVANS**
 PARCEL# 07294
 DB G-39, PG 481

AGRICULTURAL
RA-20
**ROBERT W. EVANS,
 DONALD E. EVANS
 and HERMAN B. EVANS JR. ETAL**
 PARCEL# 07221
 ESTATE FILE 2015, PG 227

OFFICE
O
**ISLAND CREEK LAND
 COMPANY, LLC**
 PARCEL# 79564
 DB 2655, PG 115

OFFICE
O
**VISIONARY PROPERTIES &
 DEVELOPMENT, LLC**
 PARCEL# 70905
 DB 1984, PG 189

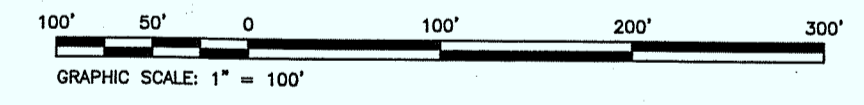
OFFICE
O
**ROBIN E. BOWMAN
 and husband MARK S. BOWMAN**
 PARCEL# 68884
 DB 3333, PG 167

AREA TO BE REZONED: 7.690 ACRES

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	N 45°44'49" E	57.01'
L2	N 44°13'35" W	5.75'

CURVE TABLE				
CURVE	RADIUS	CHORD	CHORD BEARING	LENGTH
C1	143.00'	48.99'	N 35°52'59" E	49.23'
C2	5779.58'	60.00'	S 52°37'58" E	60.00'

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



PARCEL# 07117
 TAX MAP# 4677-45-3398
 PARCEL# 07197
 TAX MAP# 4677-45-4168
 PARCEL# 07247
 TAX MAP# 4677-45-3093
 PARCEL# 61091
 TAX MAP# 4677-45-1433

SHEET 1 OF 1
 REZONING MAP

HAPPY TRAIL FARMS, LLC

REFERENCE: DEED BOOK 1353, PAGE 493
 AND DEED BOOK 226, PAGE 1
 OF THE PITT COUNTY REGISTER OF DEEDS
GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, NC

OWNER: **JAMES A. EVANS** ADDRESS: 1861 ARLINGTON BLVD GREENVILLE, NC 27834 PHONE: (252) 756-8996

OWNER: **AMOS RAY EVANS** ADDRESS: 202 WILLIAMSBURG ROAD GREENVILLE, NC 27858 PHONE: (252) 756-7536

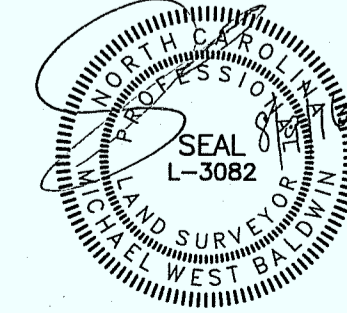
Baldwin Design Consultants, PA
 ENGINEERING - SURVEYING - PLANNING
 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858 252.756.1390

LICENSE# C-3498

SURVEYED: N/A APPROVED: MWB
 DRAWN: MAH DATE: 06/10/2016
 CHECKED: MWB SCALE: 1" = 100'

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

CLOSURE CHECK BOUNDARY
 CHECKED: MAH DATE: 06/10/2016



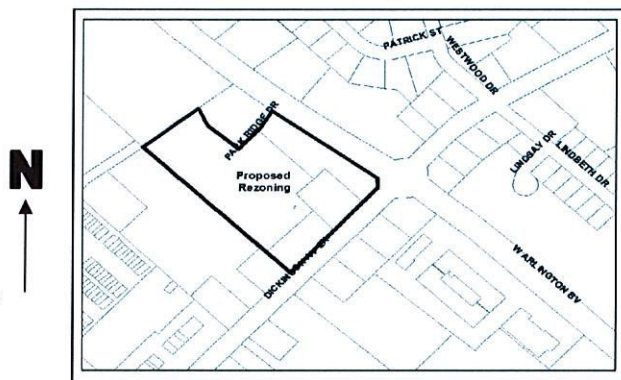
Y:\DRAWINGS\16-036 HTF-ARLINGTON WEST OFFICE PARK\Rezoning Map.dwg Tue, Aug 09, 2016-1:24pm MHERREJON
 Item # 3

Case No: 16-11

Applicant: James A. Evans (Happy Trail Farms, LLC)

Property Information

Current Zoning: MO (Medical-Office)
Proposed Zoning: MCG (Medical-General Commercial)
Current Acreage: 7.683 acres
Location: Northwest corner of Arlington Blvd & Dickinson Ave
Points of Access: Arlington Blvd, Dickinson Ave



Location Map

Transportation Background Information

1.) Arlington Blvd- City maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	5-lanes with curb & gutter	6-lanes with curb & gutter
Right of way width (ft)	100	100
Speed Limit (mph)	45	45
Current ADT:	30,200 (*)	UltimateDesign ADT: 45,000 vehicles/day (**)
Design ADT:	28,900	
Controlled Access	No	
Thoroughfare Plan Status:	Major Thoroughfare	
Other Information:	There are no sidewalks along Arlington Blvd that service this property.	

Notes: (*) 2014 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.) Dickinson Avenue- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	4-lanes, curb & gutter	5-lanes with curb & gutter with sidewalks
Right of way width (ft)	80	100
Speed Limit (mph)	45	45
Current ADT:	15,600 (*)	Ultimate Design ADT: 33,500 vehicles/day (**)
Design ADT:	26,700	
Controlled Access	No	
Thoroughfare Plan Status:	Major Thoroughfare	
Other Information:	There are no sidewalks along Dickinson Avenue that service this property.	

Notes: (*) 2014 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: 679 -vehicle trips/day (*) **Proposed Zoning: 2,735** -vehicle trips/day (*)

Estimated Net Change: increase of 2056 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 Arlington Blvd and Dickinson Avenue are as follows:

1.) Arlington Blvd, South of Site (25%): “No build” ADT of 30,200

Estimated ADT with Proposed Zoning (full build) –	30,884
Estimated ADT with Current Zoning (full build) –	<u>30,370</u>
Net ADT change =	514 (2% increase)

2.) Arlington Blvd, North of Site (25%): “No build” ADT of 30,200

Estimated ADT with Proposed Zoning (full build) –	30,884
Estimated ADT with Current Zoning (full build) –	<u>30,370</u>
Net ADT change =	514 (2% increase)

3.) Dickinson Avenue, West of Site (25%): “No build” ADT of 15,600

Estimated ADT with Proposed Zoning (full build) –	16,284
Estimated ADT with Current Zoning (full build) –	<u>15,770</u>
Net ADT change =	514 (3% increase)

4.) Dickinson Avenue, East of Site (25%): “No build” ADT of 15,600

Estimated ADT with Proposed Zoning (full build) –	16,284
Estimated ADT with Current Zoning (full build) –	<u>15,770</u>
Net ADT change =	514 (3% increase)

Staff Findings/Recommendations

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 1368 trips to and from the site on Arlington Blvd, which is a net increase of 1028 additional trips per day.

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 1368 trips to and from the site on Dickinson Avenue, which is a net increase of 1028 additional trips per day.

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

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.

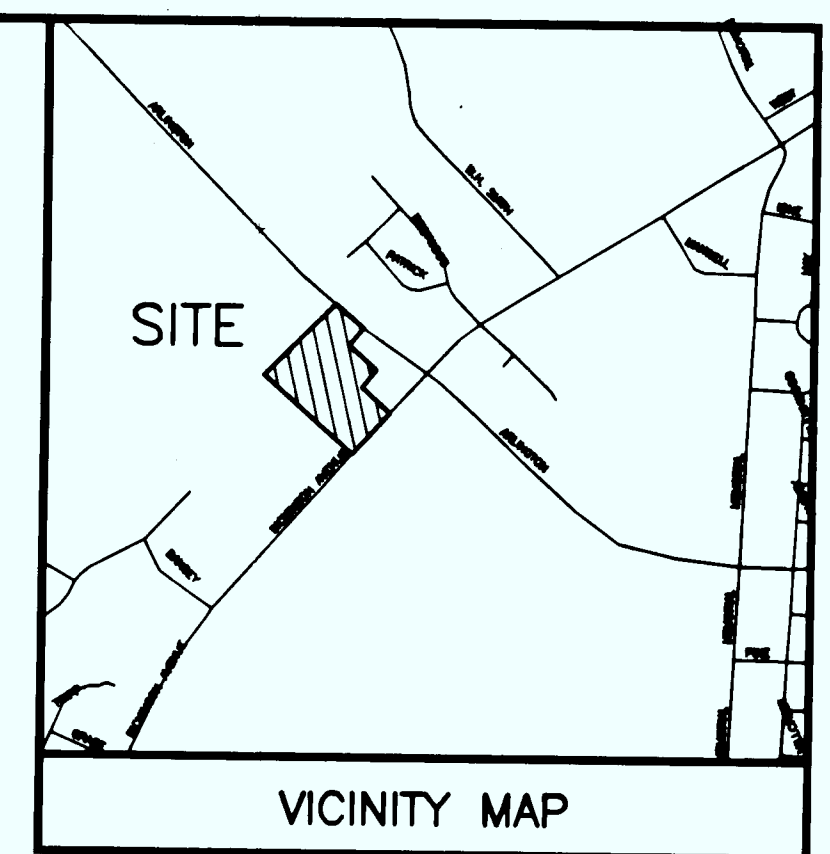
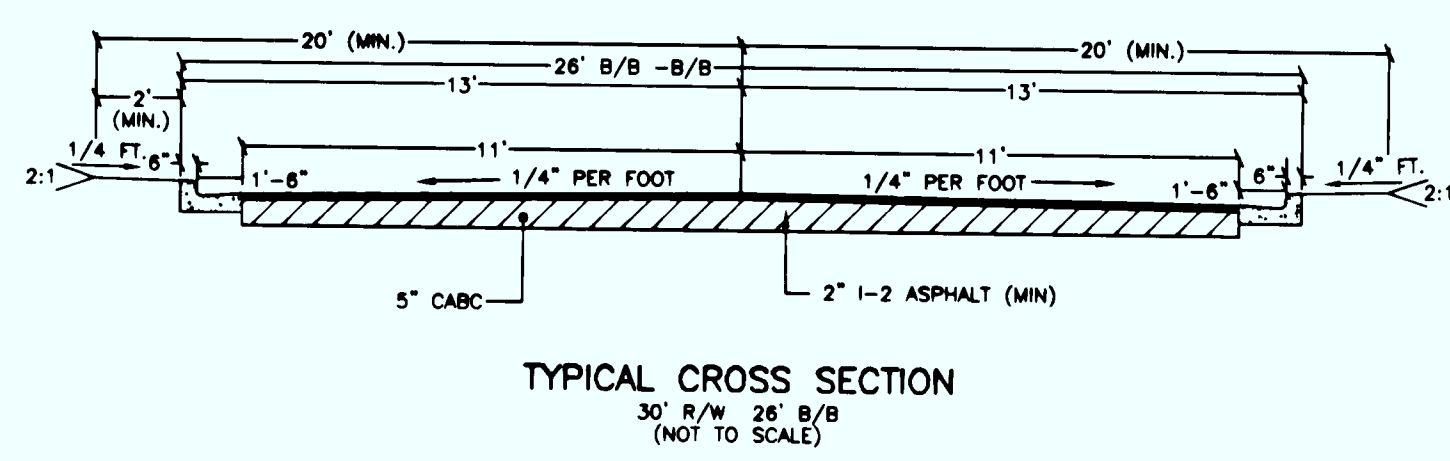
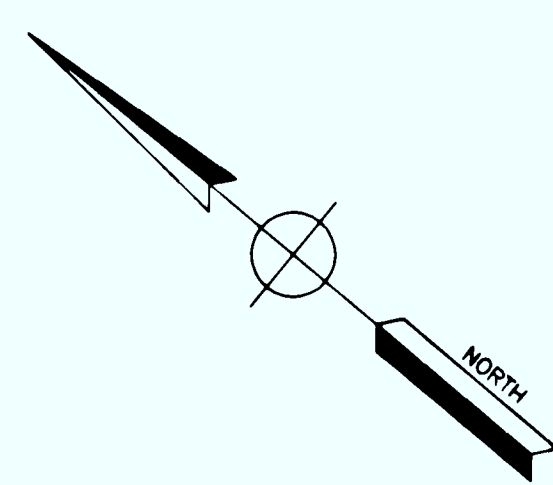
Bufferyard F (screen required)

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.

SITE DATA	
TOTAL AREA IN TRACT	6.683 ACRES
NO. OF LOTS CREATED	9
ZONING CLASSIFICATION	0
LINEAR FEET IN ACCESS EASEMENTS	0
AREA IN STREETS	26,245 S.F.
ACREAGE IN PARKS, RECREATION AREAS, COMMON AREAS AND THE LIKE	0



GENERAL NOTES

- ALL REQUIRED IMPROVEMENTS TO BE BUILT IN ACCORDANCE WITH THE CITY OF GREENVILLE MANUAL OF STANDARD DESIGN AND DETAILS.
- NC DOT DRIVEWAY PERMIT REQUIRED.
- EROSION CONTROL PLAN IS REQUIRED.
- THIS SITE IS NOT LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA AS DETERMINED BY THE DEPT. OF HOUSING AND URBAN DEVELOPMENT. REF: FIRM 370191 0010 B, DATED APRIL 30, 1986.
- A STORM WATER DETENTION PLAN IS REQUIRED FOR ALL LOTS.
- THIS SITE IS NOT IN THE GREENVILLE WATER SUPPLY WATERSHED BOUNDARY.
- CONSTRUCTION PLANS AND SPECIFICATIONS SHALL BE APPROVED BY GREENVILLE UTILITIES COMMISSION PRIOR TO CONSTRUCTION OF ANY WATER SEWER MAINS.
- ALL REQUIRED IMPROVEMENTS SHALL CONFORM TO THE GREENVILLE UTILITIES MANUAL FOR THE DESIGN AND CONSTRUCTION OF WATER AND WASTEWATER SYSTEM EXTENSIONS.
- HYDRAULIC ANALYSIS REQUIRED.
- A PIGGING PLAN SHALL BE SUBMITTED TO AND APPROVED BY GUC PRIOR TO BEGINNING CONSTRUCTION OF THE WATERLINE.
- ALL LOT AREAS ARE CALCULATED TO EDGE OF EASEMENTS.
- 30' INGRESS, EGRESS AND REGRESS EASEMENT TO BE MAINTAINED BY OWNERS ASSOCIATION.
- THIS MAP IS A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- MAIN & ACREAGE FEES ARE DUE.
- ALL OPEN WATERCOURSES REQUIRING 48\"/>

LEGEND

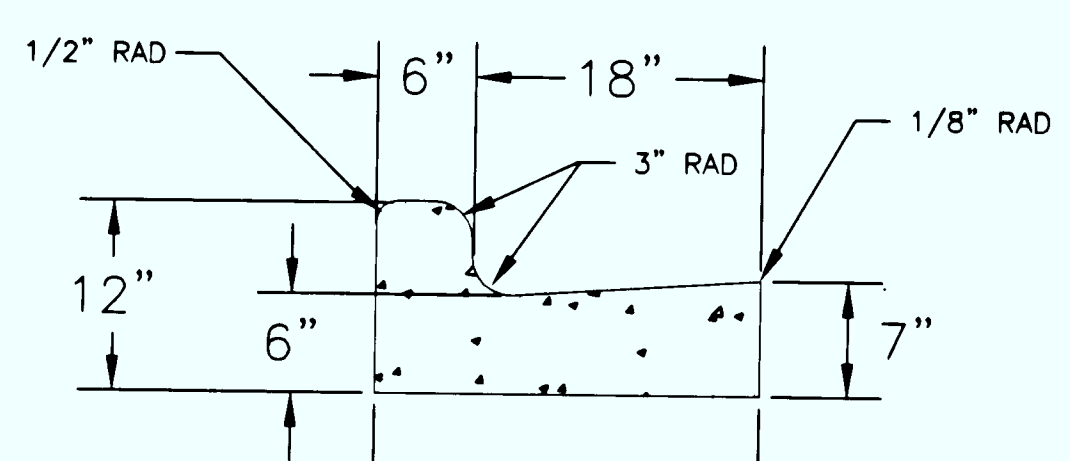
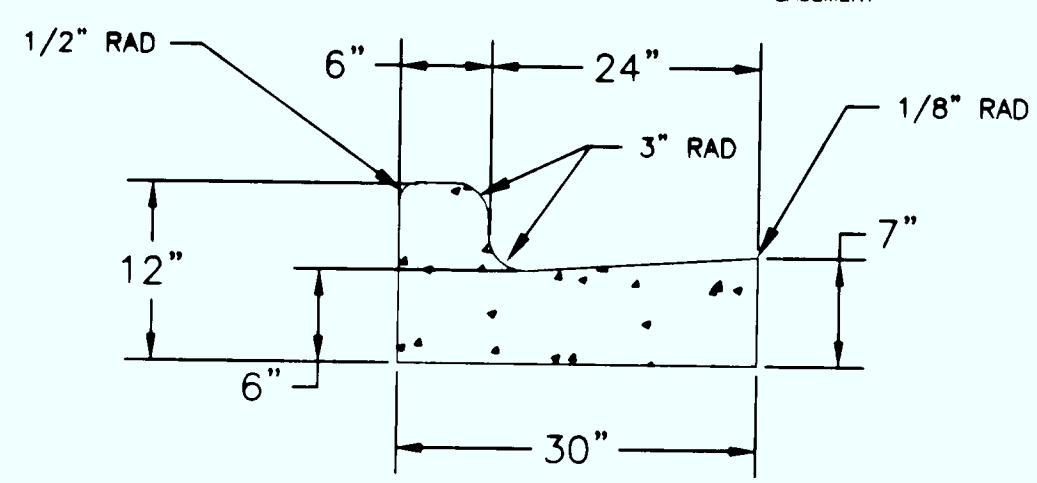
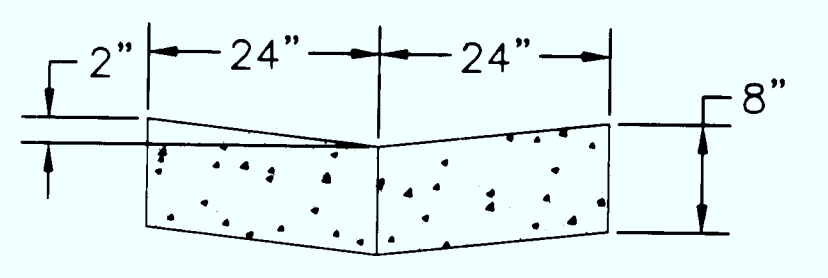
- EIP = EXISTING IRON PIPE
- SIP = SET IRON PIPE
- ECM = EXISTING CONCRETE MONUMENT
- MBL = MINIMUM BUILDING LINE
- R/W = RIGHT-OF-WAY
- PP = POWER POLE
- INV = INVERT
- MSL = MEAN SEA LEVEL
- FES = FLARED END SECTION
- TC = TOP OF CURB
- E/P = EDGE OF PAVEMENT
- TB = TOP OF BANK
- C/L = CENTERLINE
- CB = CATCH BASIN
- MH = MANHOLE
- RCP = REINFORCED CONC. PIPE
- CMP = CORRUGATED METAL PIPE
- DRAINAGE CALCULATIONS YIELD 60\"/>

ZONED RA-20
CATHERINE S. EVANS
DB 226, PG 001

ZONED RA-20
AMOS J. EVANS, ETAL
DB 467, PG 814

ZONED RA-20
DONALD E. EVANS
DB N-45, PG 576

ZONED RA-20
ROBERT W. EVANS
DB G-39, PG 483



APPROVAL
THIS PRELIMINARY PLAT, # 02-10, AND THE STREET NAME(S) HERON WERE APPROVED BY THE GREENVILLE PLANNING AND ZONING COMMISSION AT A MEETING HELD THE 16TH DAY OF 2002.
SIGNED: [Signature] CHAIRMAN
SIGNED: [Signature] CITY PLANNER

REVISIONS:
REVISED: 7/05/02 (CITY COMMENTS)
REVISED: 6/27/02 (ACCESS EASEMENT)
SHEET 1 OF 1
PRELIMINARY PLAT

ARLINGTON WEST OFFICE PARK
REFERENCE: DEED BOOK F-25, PAGE 287, DEED BOOK 485, PAGE 573 AND DEED BOOK 973, PAGE 779 OF THE PITT COUNTY REGISTRY
GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA
OWNER: JAMES A. EVANS, ETAL
ADDRESS: 1861 WEST ARLINGTON BOULEVARD GREENVILLE, NC 27834
PHONE: (252) 756-8996
DESIGNED: MWB
DRAWN: KWH/DWL
CHECKED: MWB
APPROVED: MWB/JSJ
DATE: 06/17/02
SCALE: 1\"/>



City of Greenville, North Carolina

Meeting Date:
10/17/2016
Time: 6:00 PM

Title of Item: Ordinance requested by Happy Trail Farms, LLC to rezone 16.790 acres located near the southwestern corner of the intersection of Allen Road and Landfill Road from MRS (Medical-Residential-Single-family) to MCH (Medical-Heavy Commercial)

Explanation: **Abstract:** The City has received a request from Happy Trail Farms, LLC to rezone 16.790 acres located near the southwestern corner of the intersection of Allen Road and Landfill Road from MRS (Medical-Residential-Single-family) to MCH (Medical-Heavy Commercial).

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on September 6, 2016.
On-site sign(s) posted on September 6, 2016
City Council public hearing notice (property owner and adjoining property owner letter) mailed on September 27, 2016.
Public hearing legal advertisement published on October 3 and October 10, 2016.

Comprehensive Plan:

The Future Land Use and Character Map recommends commercial (C) at the southwestern corner of the intersection of Allen Road and Landfill Road transitioning to industrial/logistics (IL) to the west and south.

Further, potential conservation and open space (PCOS) is recommended in this area. The Future Land Use Map identifies certain areas for conservation/open space uses. The map is not meant to be dimensionally specific and may not correspond precisely with conditions on the ground. When considering rezoning requests or other development proposals, some areas classified as conservation/open space may be determined not to contain anticipated development limitations. In such cases, the future preferred land use should be

based on adjacent Land Use Plan designations, contextual considerations, and the general policies of the comprehensive plan.

Commercial Description:

Primarily community- and regional-scale commercial development situated near and along major roadway corridors. Existing development is characterized by buildings set back from streets behind surface parking. That existing pattern should evolve to become more walkable with shorter blocks, buildings near streets, shared parking and connections to surrounding development.

Intent:

- Provide connectivity to nearby uses (paths, streets)
- Locate new buildings near street on at least one side and accommodate parking to the side or rear of buildings
- Improve/provide public realm features such as signs, sidewalks, landscaping
- Reduce access-points into development for pedestrian and vehicular safety
- Reduce and consolidate surface parking

Primary uses:

Commercial (small and large format)

Office

Secondary uses:

Institutional/civic

Industrial/Logistics Description:

Area characterized by warehouses and light manufacturing operations and related to office uses. It includes the Greenville Industrial Park, airport area, and Southwest Bypass Corridor.

Intent:

- Encourage expansion of light industrial, assembly and research uses
- Encourage the use of higher-quality building materials and landscaping for high-visible sites

Primary Uses:

Industrial

Light Industrial

Research and assembly

Warehousing

Secondary uses:

Office

Commercial

There is a designated neighborhood activity center at the intersection of Allen Road and Landfill Road. These centers are intended to contain 20,000-50,000 square feet of conditioned floor space and serve an area within one mile.

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

Based on the analysis comparing the existing rezoning (574 trips) and requested rezoning, the proposed rezoning classification could generate approximately 288 trips to and from the site on Allen Road, which is a net decrease of 286 trips per day. Since the traffic analysis for the requested rezoning indicates that the proposal would generate less traffic than the existing rezoning, a traffic volume report was not generated.

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

History/Background:

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

This area was included in a Future Land Use Plan Map amendment that was adopted on August 8, 2016.

Present Land Use:

One (1) single-family residence and farmland

Water/Sewer:

Water and sanitary sewer are available.

Historic Sites:

There are no known effects on designated sites.

Environmental Conditions/Constraints:

There are no known environmental constraints.

Surrounding Land Uses and Zoning:

North: IU - Pitt County Landfill

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

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

West: IU - Pitt County Landfill

Density Estimates:

Under the current zoning (MRS), the site could yield 55-60 single-family lots.

Under the proposed zoning (MCH), the site could yield 103,000-115,000 square feet of mini-storage.

The anticipated build-out time is 1-2 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 Plan Map.

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

The Planning and Zoning Commission unanimously voted to approve the request at its September 20, 2016 meeting.

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

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

Motion to deny the request to rezone and to make a finding and determination that the rezoning request is inconsistent with the adopted comprehensive plan including, but not limited to, 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 further that the denial of the rezoning request is reasonable and in the public interest due to the rezoning request does not promote, in addition to the furtherance of other goals and objectives, the safety and general welfare of the community because the requested zoning is consistent with the recommended Future Land Use and Character designation and is located in a Preferred Growth Area and at an activity center.

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

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

Attachments / click to download

- [Attachments](#)
 - [Ordinance Happy Trail Farms LLC 16 12 1037752](#)
 - [Minutes Happy Trail Farms LLC 16 12 1037648](#)
 - [List of uses MRS to MCH 1036981](#)
-

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

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 17th day of October, 2016, at 6:00 p.m., in the Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

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

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

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, 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 provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance will, in addition to the furtherance of other goals and objectives, promote the safety and general welfare of the community because the requested zoning is consistent with the recommended Future Land Use and Character designation and is located in a Preferred Growth Area and at an activity center;

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

Section 1. That the following described territory is rezoned from MRS (Medical-Residential-Single-family) to MCH (Medical-Heavy Commercial).

TO WIT: Happy Trail Farms, LLC Properties

LOCATION: Located at the southwestern corner of the intersection of Allen Road and Landfill Road.

Beginning at a point on the western right-of-way of NCSR 1203 (Allen Road), said point being the northeastern corner of the Tina Farmer Property as described in Estate File 2010, Page 510 of the Pitt County Clerk of Courts Office. From the above described beginning, so located, running thence as follows:

Leaving the western right-of-way of NCSR 1203 (Allen Road), N 62°46'16" W 144.00' to a point, thence S 33°53'23" W 100.00' to a point, thence N 62°41'46" W 181.12' to a point, thence N 54°21'22" W 157.15' to a point, thence N 59°23'59" W 469.01' to a point, thence N 29°41'21" E 706.41' to a point, thence S 60°56'13" E 245.26' to a point, thence N 31°27'25" E 260.37' to a point on the southern right-of-way of Norfolk and Southern Railway, thence with the southern right-of-way of Norfolk and Southern Railway, N 89°42'05" E 424.97', thence leaving the southern right-of-way of Norfolk and Southern Railway, S 01°35'09" W 419.03' to a point, thence S 88°40'04" W 498.13' to a point, thence S 21°53'24" W 114.07' to a point, thence S 65°42'18" E 416.67' to a point, thence S 28°51'03" W 100.00' to a point, thence S 66°57'07" E 155.00' to a point on the western right-of-way of NCSR 1203 (Allen Road), thence with the western right-of-way of NCSR 1203 (Allen Road), S 33°25'02" W 310.46' to the point of beginning containing 16.790 acres.

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

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

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

ADOPTED this 17th day of October, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Doc. # 1037752

Excerpt from DRAFT the Planning & Zoning Commission Minutes (09/20/2016)

ORDINANCE REQUESTED BY HAPPY TRAIL FARMS, LLC TO REZONE 16.790 ACRES LOCATED NEAR THE SOUTHWESTERN CORNER OF THE INTERSECTION OF ALLEN ROAD AND LANDFILL ROAD FROM MRS (MEDICAL-RESIDENTIAL-SINGLE-FAMILY) TO MCH (MEDICAL-HEAVY COMMERCIAL) – APPROVED

Ms. Gooby delineated the property. It is located in the western section of the city at the southwestern corner of the intersection of Allen Road and Landfill Road. It is adjacent to the Pitt County Landfill. There is a neighborhood activity center, formerly called a focus area, in this area. These centers are intended to contain 20,000-40,000 square feet of conditioned floor space and serve a one-mile area. The property is not impacted by any known environmental constraints. Currently, there is a single-family home on the property. There are scattered single-family homes in the area and large vacant tracts. The property is currently zoned for single-family and was zoned as such when the property was incorporated into the City's jurisdiction in 2001. Under the current zoning, the property could accommodate 55-60 single-family lots. Under the proposed zoning, the property could accommodate 103,000-105,000 square feet of mini-storage space. Since a traffic analysis indicates a reduction in traffic, a traffic report was not prepared. The Future Land Use and Character Map recommends commercial (C) at the intersection of Allen Road and Landfill Road transitioning to industrial/logistics (IL). Also, potential conservation/open space (PCOS) is shown as a buffer to the landfill. This property is in a transition area of commercial and industrial/logistics and in this instance, both land use character types list commercial as a primary and secondary use, respectively. The property is adjacent to similar zoning. In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan, the Future Land Use and Character Plan Map

Chairman King opened the public hearing.

Mike Baldwin, representative of the applicant. This rezoning is a follow-up to the Future Land Use Plan Map amendment made a few months ago. Mr. Woody Whichard, the property owner, has personally informed the adjoining property owners of his plan. Allen Road is now on the Transportation Improvement Plan for a widening project.

No one spoke in opposition.

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

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

CURRENT ZONING

MRS (Medical-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 home (see also section 9-4-103)
- q. Room renting

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

(4) Governmental:

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

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)
- 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 uses
- l. Beekeeping; minor use (see also section 9-4-103)

(6) Recreational/ Entertainment:

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

(7) Office/ Financial/ Medical: 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*

MRS (Medical-Residential-Single-Family)
Special Uses

(1) *General*:* None

(2) *Residential*:* None

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

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

(4) *Governmental*:

- a. Public utility building or use
- c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair

(5) *Agricultural/ Mining*:

- b. Greenhouse or plant nursery; including accessory sales

(6) *Recreational/ Entertainment*:

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

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

(8) *Services*:

- g. School; junior and senior high (see also section 9-4-103)
- h. School; elementary (see also section 9-4-103)
- i. School; kindergarten or nursery (see also section 9-4-103)
- y. Television, and/or radio broadcast facilities including receiving and transmission equipment and towers or cellular telephone and wireless communication towers [unlimited height, except as provided by regulations]

(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

MCH (Medical-Heavy Commercial) ***Permitted Uses***

(1) General:

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

*(2) Residential:** None

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

(4) Governmental:

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

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)
- b. Greenhouse or plant nursery; including accessory sales

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- s. Athletic club; indoor only

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed
- f. Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)

(8) Services:

- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- n. Auditorium
- o. Church or place of worship
- r. Art Gallery
- u. Art studio including art and supply sales
- v. Photography studio including photo and supply sales
- aa. Catering service including food preparation (see also restaurant; conventional and fast food)
- hh. Exercise and weight loss studio; indoor only
- ii. Wellness center; indoor and outdoor facilities
- kk. Launderette; household users
- ll. Dry Cleaners; household users

(9) Repair:

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

(10) Retail Trade:

- a. Miscellaneous retail sales; non-durable goods, not otherwise listed
- b. Gasoline or automotive fuel sales; accessory or principal use, retail
- c. Grocery; food or beverage, off premise consumption (see also Wine Shop)
- c.1 Wine shop (see also section 9-4-103)
- d. Pharmacy
- e. Convenience store (see also gasoline sales)
- f. Office and school supply, equipment sales
- h. Restaurant; conventional
- i. Restaurant; fast food
- k. Medical supply sales and rental of medically related products
- p. Furniture and home furnishing sales not otherwise listed
- s. Book or card store, news stand
- t. Hobby or craft shop
- v. Video or music store; records, tape, compact disk, etc. sales
- w. Florist

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

(12) Construction:

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

(13) Transportation:

- h. Parking lot or structure; principal

(14) Manufacturing/ Warehousing:

- c. Bakery; production, storage and shipment facilities
- i. Moving and storage of nonhazardous materials; excluding outside storage
- k. Mini-storage warehouse, household; excluding outside storage

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

MCH (Medical Heavy-Commercial)
Special Uses

(1) General:

g. Incidental assembly of products sold at retail or wholesale as an accessory to principal uses

(2) Residential:

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

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

(4) Governmental:

a. Public utility building or use

*(5) Agricultural/ Mining:** None

(6) Recreational/ Entertainment:

t. Athletic club; indoor and outdoor facilities

(7) Office/ Financial/ Medical:

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

(8) Services:

a. Child day care facilities

b. Adult day care facilities

j. College and other institution of higher learning

l. Convention center; private

s.(1). Hotel, motel, bed and breakfast inn; extended stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)

gg. Vocational rehabilitation center

jj. Health services not otherwise listed

(9) Repair:

b. Minor repair; as an accessory or principal use

(10) Retail Trade:

j. Restaurant; regulated outdoor activities

y. Auto part sales (see also major and minor repair)

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

*(12) Construction:** None

*(13) Transportation:** None

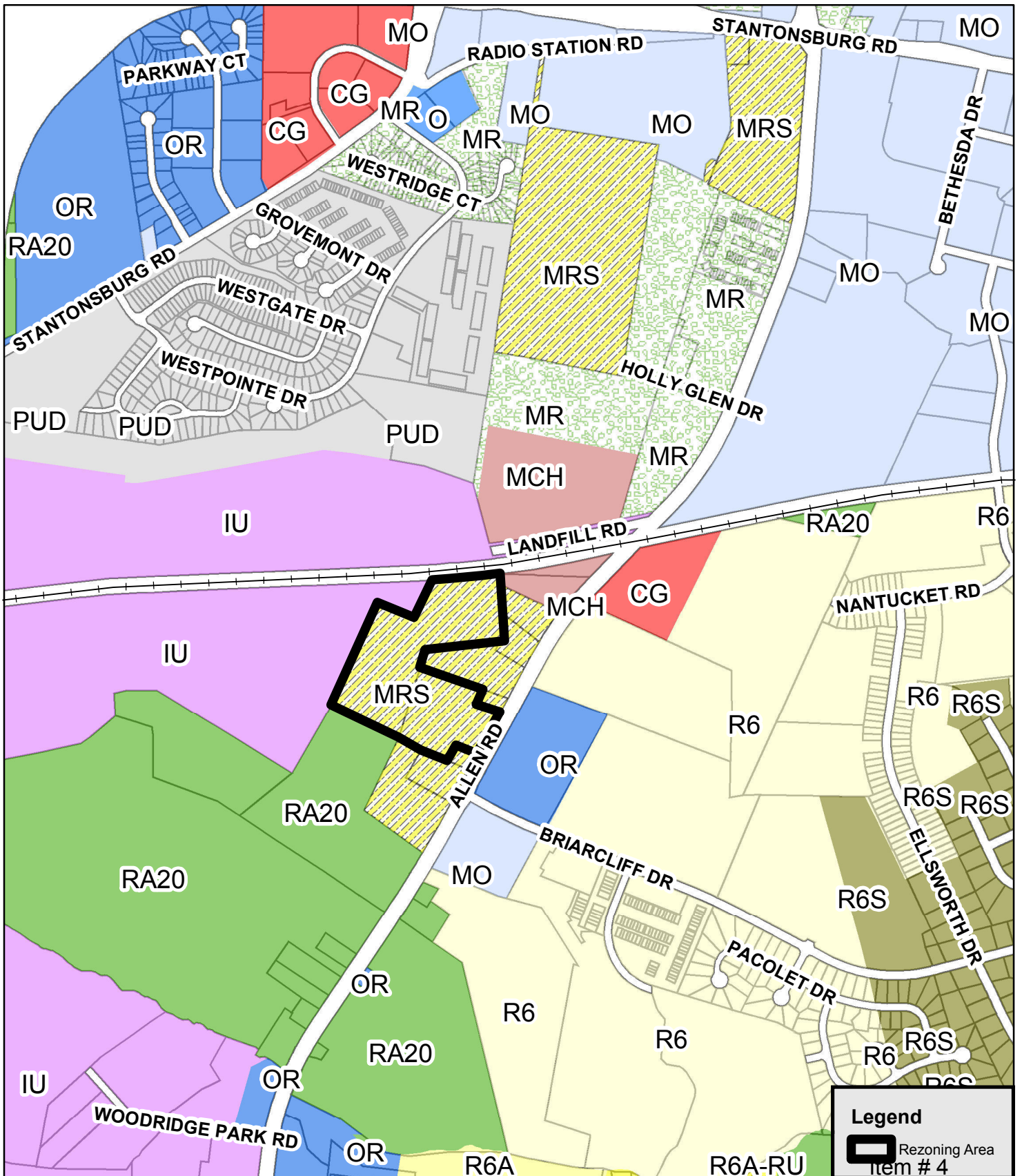
(14) Manufacturing/ Warehousing:

m. Warehouse; accessory to approved commercial or industry uses within the district; excluding outside storage


t. Manufacture of nonhazardous medical supplies or medical products, including distribution

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

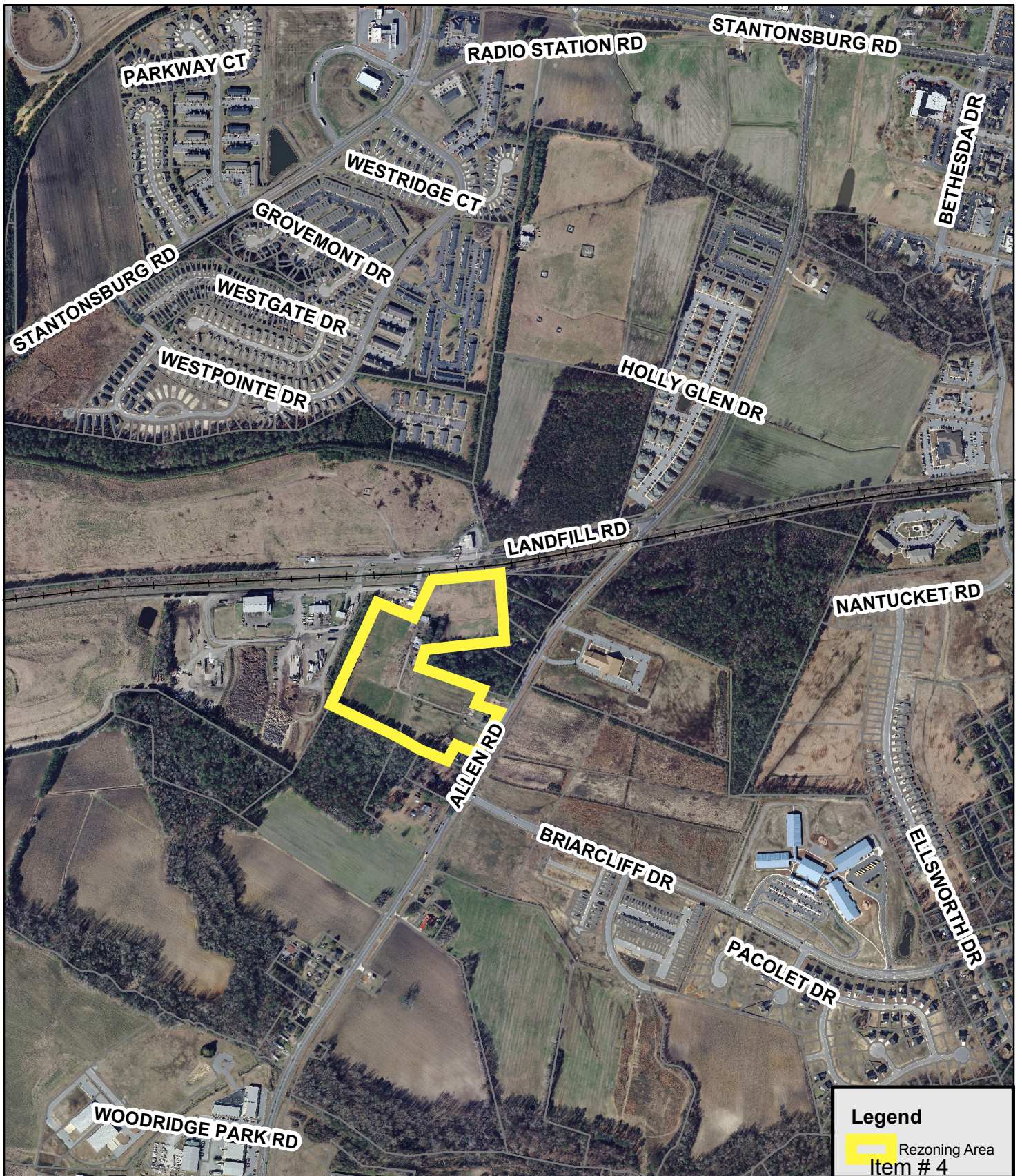
Happy Trail Farms, LLC
From: MRS (Medical-Residential-Single-family)
To: MCH (Medical-Heavy Commercial)
16.790 acres
September 6, 2016



Legend

 Rezoning Area
Item # 4

Happy Trail Farms, LLC
From: MRS (Medical-Residential-Single-family)
To: MCH (Medical-Heavy Commercial)
September 6, 2016



LANDFILL
IU

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

WOODED
RA-20

FIRST SOUTH BANK
PARCEL# 34804
DB 3030, PG 56

PROPOSED ZONING

MCH

CURRENT ZONING

MRS

AREA TO BE REZONED: 16.790 ACRES

TAX PARCEL #26179
TAX PARCEL #03030

Attachment number 4
Page 3 of 4

SINGLE-FAMILY

MRS

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

SINGLE-FAMILY

MRS

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

WOODED
MRS

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

SINGLE-FAMILY

MRS

TIMOTHY V. DOUGTRY
and wife, JO LYNNE
H. DOUGTRY
PARCEL# 48252
DB 226, PG 236

SINGLE-FAMILY

MRS

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

WOODED
MCH

CHARLES DONALD
SOUTHERLAND
PARCEL# 23323
DB 2203, PG 247

VACANT

MCH

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

TOTAL AREA TO BE REZONED: 16.790 ACRES

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

100' 50' 0 100' 200' 300'
GRAPHIC SCALE: 1" = 100'

SHEET 1 OF 1
REZONING MAP

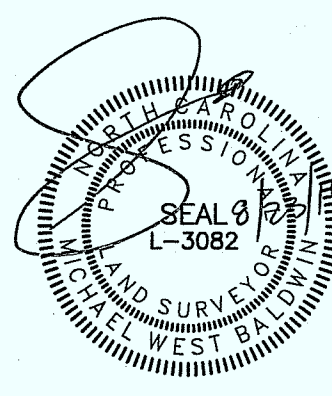
PARCEL# 03030
TAX MAP# 4667-65-9154
PARCEL# 26179
TAX MAP# 4667-65-6537

PROPERTY OWNERS ADDRESSES WITHIN 100 FEET OF PROPERTY

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

LEGEND

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



CLOSURE CHECK BOUNDARY
CHECKED: MAH DATE: 04/14/2016

HAPPY TRAIL FARMS, LLC

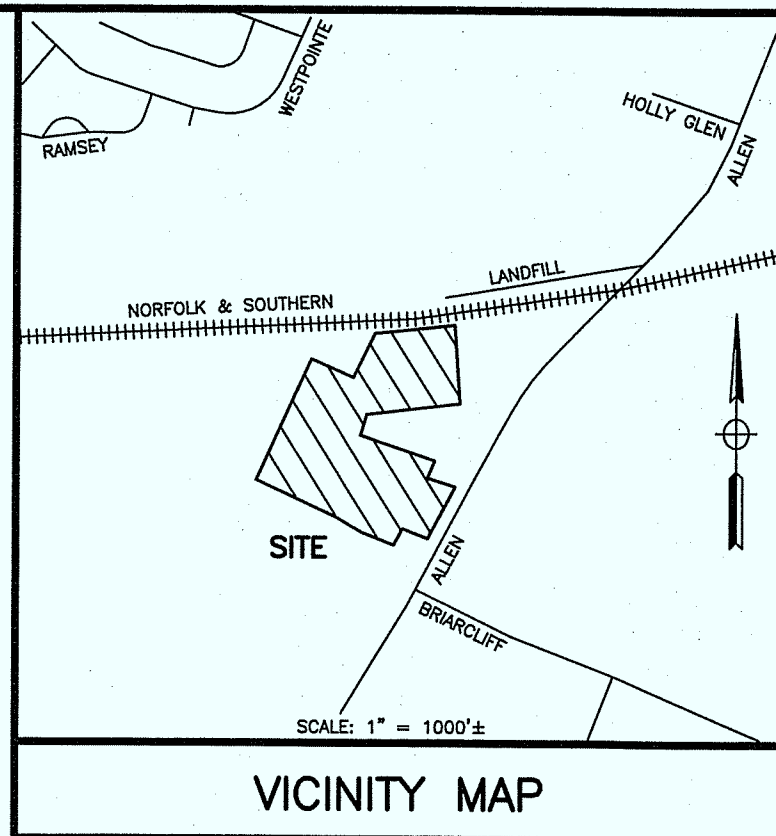
REFERENCE: DEED BOOK 3415, PAGE 635
OF THE PITT COUNTY REGISTER OF DEEDS

GREENVILLE TOWNSHIP, PITT COUNTY, NC

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

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

SURVEYED: N/A APPROVED: MWB
DRAWN: MAH DATE: 04/14/2016
CHECKED: MWB SCALE: 1" = 100'



04/30/07

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

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

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

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

Street trees may count toward the minimum acreage.

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

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

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

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

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

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

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

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

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

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



City of Greenville, North Carolina

Meeting Date:
10/17/2016
Time: 6:00 PM

Title of Item: Ordinance requested by Hardee Family Holdings, LLC to rezone 7.406 acres located at the intersection of Allen Road and Woodridge Park Road from OR (Office-Residential) and IU (Unoffensive Industry) to CH (Heavy Commercial)

Explanation: **Abstract:** The City has received a request from Hardee Family Holdings, LLC to rezone 7.406 acres located at the intersection of Allen Road and Woodridge Park Road from OR (Office-Residential) and IU (Unoffensive Industry) to CH (Heavy Commercial).

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on September 6, 2016.
On-site sign(s) posted on September 6, 2016
City Council public hearing notice (property owner and adjoining property owner letter) mailed on September 27, 2016.
Public hearing legal advertisement published on October 3 and October 10, 2016.

Comprehensive Plan:

The Future Land Use and Character Map recommends industrial/logistics (LI) along the western right-of-way of Allen Road between the neighborhood activity center at Allen Road and Landfill Road and Allen Ridge Subdivision.

Industrial/Logistics Description:

Area characterized by warehouses and light manufacturing operations and related to office uses. It includes the Greenville Industrial Park, airport area, and Southwest Bypass Corridor.

Intent:

- Encourage expansion of light industrial, assembly and research uses
- Encourage the use of higher-quality building materials and landscaping for high-visible sites

Primary Uses:

Industrial
Light Industrial
Research and assembly
Warehousing

Secondary uses:

Office
Commercial

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

Since the two tracts are already developed, the rezoning will not produce a change from current traffic generating tendencies.

History/Background:

In 2001, the subject property was part of a large-scale extra-territorial jurisdiction (ETJ) extension and was zoned OR (Office-Residential) and IU (Unoffensive Industry).

Present Land Use:

Woodridge Corporate Park (developed portion)

Water/Sewer:

Water and sanitary sewer are available.

Historic Sites:

There are no known effects on designated sites.

Environmental Conditions/Constraints:

The property is impacted by the 500- and 100-year flood plains and floodway associated with Green Mill Run.

Surrounding Land Uses and Zoning:

North: RA20 - Mills Mobile Home Park and farmland
South: IU - Woodridge Mini-storage and OR - office space (both under common ownership of applicant)
East: RA20 and OR - Farmland

West: IU - Vacant (under common ownership of applicant) and ABC Supply Company

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 Plan Map.

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

The Planning and Zoning Commission voted unanimously to approve the request at its September 20, 2016 meeting.

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

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

Motion to deny the request to rezone and to make a finding and determination that the rezoning request is inconsistent with the adopted comprehensive plan including, but not limited to, 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 further that the denial of the rezoning request is reasonable and in the public interest due to the rezoning request does not promote, in addition to the furtherance of other goals and objectives, the safety and general welfare of the community because the requested zoning is consistent with the recommended Future Land Use and Character designation and is located in a Preferred Growth Area and at an activity center.

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

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

Attachments / click to download

- [Attachments](#)
 - [Ordinance__Hardee_Family_Holdings_LLC_1037756](#)
 - [Minutes__Hardee_Family_Holdings_LLC_1037656](#)
 - [List_of_uses_OR_IU_to_CH_1036993](#)
-

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

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 17th day of October, 2016, at 6:00 p.m., in the Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

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

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

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, 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 provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance will, in addition to the furtherance of other goals and objectives, promote the safety and general welfare of the community because the requested zoning is consistent with the recommended Future Land Use and Character designation and is located in a Preferred Growth Area and at an activity center;

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

Section 1. That the following described territory is rezoned from OR (Office-Residential) and IU (Unoffensive Industry) to CH (Heavy Commercial).

TO WIT: Hardee Family Holdings, LLC Properties (Tract 1)

LOCATION: Located at the northwestern corner of the intersection of Allen Road and Woodridge Park Road.

Beginning at a point where the western right-of-way of NCSR 1203 (Allen Road) intersects the northern right-of-way of Woodridge Park Road. From the above described beginning, so located, running thence as follows:

With the northern right-of-way of Woodridge Park Road, N 78°43'08" W 38.39', N 85°09'16" W 71.44' and N 78°43'27" W 549.16', thence leaving the northern right-of-way of Woodridge Park Road N 57°55'52" E 94.50' to a point, thence N 79°33'32" E 15.79' to a point, thence N 57°23'34" E 212.15' to a point, thence N 69°53'18" E 67.33' to a point, thence N 64°29'10" E 58.10' to a point, thence N 26°54'47" W 113.96' to a point, thence N 33°35'26" E 200.81' to a point, thence S 66°00'55" E 80.87' to a point, thence S 66°12'39" E 119.52' to a point, thence S 41°21'43" E 20.67' to a point, thence S 36°56'01" W 37.59' to a point, thence S 56°43'55" E 34.46' to a point, thence N 82°38'23" E 30.00' to a point, thence S 56°35'36" E 57.59' to a point, thence S 46°03'56" E 92.93' to a point on the western right-of-way of NCSR 1203 (Allen Road), thence with the western right-of-way of NCSR 1203 (Allen Road), S 26°28'33" W 121.69', S 23°19'33" W 101.10', S 19°49'56" W 101.64' and S 16°50'34" W 73.22' to the point of beginning containing 5.444 acres and being a portion of the property described in Deed Book 2972, Page 626 of the Pitt County Register of Deeds Office.

Section 2. That the following described territory is rezoned from IU (Unoffensive Industry) to CH (Heavy Commercial).

TO WIT: Hardee Family Holdings, LLC Property (Tract 2)

LOCATION: Located at the southwestern corner of the intersection of Allen Road and Woodridge Park Road.

Beginning at a point where the western right-of-way of NCSR 1203 (Allen Road) intersects the southern right-of-way of Woodridge Park Road. From the above described beginning, so located, running thence as follows:

With the western right-of-way of NCSR 1203 (Allen Road), S 11°44'23" W 258.75', thence leaving the western right-of-way of NCSR 1203 (Allen Road), N 76°02'29" W 365.72' to a point, thence N 11°14'53" E 68.94' to a point, thence S 79°22'18" E 48.25' to a point, thence N 10°52'06" E 80.14' to a point on the southern right-of-way of Woodridge Park Road, thence with the southern right-of-way of Woodridge Park Road, S 78°43'27" E 216.58', S 72°15'32" E 71.02' and S 78°43'15" E 3.34' to the point of beginning containing 1.962 acres and being a portion of the property described in Deed Book 2972, Page 626 of the Pitt County Register of Deeds Office.

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

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

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

ADOPTED this 17th day of October, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Doc. # 1037756

Excerpt from DRAFT the Planning & Zoning Commission Minutes (09/20/2016)

ORDINANCE REQUESTED BY HARDEE FAMILY HOLDINGS, LLC TO REZONE 7.406 ACRES LOCATED AT THE INTERSECTION OF ALLEN ROAD AND WOODRIDGE PARK ROAD FROM OR (OFFICE-RESIDENTIAL) AND IU (UNOFFENSIVE INDUSTRY) TO CH (HEAVY COMMERCIAL) – APPROVED

Ms. Gooby delineated the property. It is located in the western section of the city along Allen Road at the intersection of Woodridge Park Road. The request is divided into two tracts and the request is for CH (Heavy Commercial). There is a neighborhood activity center at this intersection, which is intended to contain 20,000-40,000 conditioned floor space and serve a one-mile area. The property is impacted by the 100-year floodplain and floodway associated with Green Mill Run. Since the property is already developed, storm water requirements were met at the time of development. There are a variety of uses in this area: office, commercial, industrial and residential. This request will allow the property owner more flexibility in leasing units. No increase in traffic is anticipated. The Future Land Use and Character Map recommends industrial/logistics (IL) along Allen Road between the commercial (C) at the intersection of Allen Road and Landfill Road and the residential to the south. Commercial uses are permissible in the industrial/logistics (IL) character type. In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

Chairman King opened the public hearing.

Mike Baldwin, representative of the applicant, this property is impacted by the limited amount of potential tenants. There are many vacant units available. There is no intent to change the buildings and/or parking. The applicant owns most the property in this vicinity. Cobblestone Townhomes are buffered by OR zoning.

No one spoke in opposition.

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

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

CURRENT ZONING

IU (Unoffensive Industry)

Permitted Uses

(1) General:

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

*(2) Residential:** None

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

(4) Governmental:

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

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)
- b. Greenhouse or plant nursery; including accessory sales
- d. Farmers market
- e. Kennel (see also section 9-4-103)
- 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
- p. Circus, carnival or fairs

(7) Office/ Financial/ Medical:

- b. Operation/processing center
- 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)
- g. Catalogue processing center

(8) Services:

- n. Auditorium
- 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)
- z. Printing or publishing service including graphic art, map, newspapers, magazines and books
- aa. Catering service including food preparation (see also restaurant; conventional and fast food)bb. Civic

- organization
- gg. Vocational rehabilitation center
- mm. Commercial laundries; linen supply
- nn. Industrial laundries
- y. Television, and/or radio broadcast facilities including receiving and transmission equipment and towers or cellular telephone and wireless communication towers [unlimited height, except as provided by regulations]

(9) Repair:

- b. Minor repair; as an accessory or principal use
- c. Upholster; automobile, truck, boat or other vehicle, trailer or van
- d. Upholsterer; furniture
- f. Appliance; household and office equipment repair
- h. Appliance; commercial and industrial equipment repair not otherwise listed

(10) Retail Trade:

- b. Gasoline or automotive fuel sale; accessory or principal use, retail
- h. Restaurant; conventional
- i. Restaurant; fast food
- cc. Farm supply and commercial implement sales

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

- a. Wholesale; durable and nondurable goods, not otherwise listed
- d. Rental of automobile, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
- e. Rental of tractors and/or trailers, or other commercial or industrial vehicles or machinery

(12) Construction:

- b. Licensed contractor; general, electrical, plumbing, mechanical, etc. including outside storage
- c. Construction office; temporary, including modular office (see also section 9-4-103)
- d. Building supply; lumber and materials sales, plumbing and/or electrical supply including outside storage

(13) Transportation:

- a. Railroad freight or distribution and/or passenger station
- d. Truck terminal or distribution center
- e. Parcel delivery service
- f. Ambulance service
- g. Airport and related activities; private
- h. Parking lot or structure; principal use

(14) Manufacturing/ Warehousing:

- a. Ice plant and freezer lockers
- b. Dairy; production, storage and shipment facilities
- c. Bakery; production, storage and shipment facilities
- d. Stone or monument cutting, engraving
- g. Cabinet, woodwork or frame shop; excluding furniture manufacturing or upholster
- h. Engraving; metal, glass or wood
- j. Moving and storage; including outside storage
- k. Mini-storage warehouse, household; excluding outside storage
- l. Warehouse or mini-storage warehouse, commercial or industrial; including outside storage
- m. Warehouse; accessory to approved commercial or industrial uses within a district; excluding outside storage
- o. Feed and grain elevator, mixing, redrying, storage or sales facility
- p. Tobacco redrying or processing plant
- s. Manufacture of nonhazardous products; general, including nonhazardous and nontoxic chemicals and/or materials not otherwise listed
- t. Manufacture of nonhazardous medical supplies or medical products, including distribution
- u. Tire recapping or retreading plant
- v. Bottling or packing plant for nonhazardous materials or products

- y. Recycling collection station of facilities
- cc. Manufacture of pharmaceutical, biological, botanical, medical, and cosmetic products, and related materials

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

IU (Unoffensive Industry)

Special Uses

(1) *General:** None

(2) *Residential:*

- i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
- j. Residential quarters for resident manager, supervisor or caretaker; including mobile home
- o. Nursing, convalescent center or maternity home; major care facility

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

(4) *Governmental:** None

(5) *Agricultural/ Mining:** None

(6) *Recreational/ Entertainment:*

- e. Miniature golf or putt-putt course
- i. Commercial recreation; indoor and outdoor, not otherwise listed
- k. Firearm ranges; indoor or outdoor

(7) *Office/ Financial/ Medical:*

- a. Office; professional and business, not otherwise listed

(8) *Services:*

- a. Child day care facilities
- b. Adult day care facilities
- l. Convention center; private
- o. Church or place of worship (see also section 9-4-103)
- s.(1). Hotel, motel, bed and breakfast inn; extended stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)

(9) *Repair:*

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

(10) *Retail Trade:*

- j. Restaurant; regulated outdoor activities

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

- g. Mobile home sales including accessory mobile home office

(12) *Construction:** None

(13) *Transportation:*

- c. Taxi and limousine service

(14) *Manufacturing/ Warehousing:*

- z. Metallurgy, steel fabrication, welding

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

- c. Other activities; commercial services not otherwise listed

e. Other activities; industrial services not otherwise listed

OR (Office-Residential)

Permitted Uses

(1) General:

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

(2) Residential:

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

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

(4) Governmental:

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

(5) Agricultural/ Mining:

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

(6) Recreational/ Entertainment:

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

(7) Office/ Financial/ Medical:

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

(8) Services:

- c. Funeral home
- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- g. School; junior and senior high (see also section 9-4-103)
- h. School; elementary (see also section 9-4-103)
- i. School; kindergarten or nursery (see also section 9-4-103)
- j. College or other institutions of higher learning
- k. Business or trade school
- n. Auditorium
- o. Church or place of worship (see also section 9-4-103)
- p. Library
- q. Museum

- r. Art Gallery
- u. Art studio including art and supply sales
- v. Photography studio including photo and supply sales
- w. Recording studio
- x. Dance studio
- bb. Civic organizations
- cc. Trade or business organizations

(9) *Repair*:* None

(10) *Retail Trade*:

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

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

(12) *Construction*:

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

(13) *Transportation*:* None

(14) *Manufacturing/ Warehousing*: * None

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

OR (Office-Residential)

Special Uses

(1) *General*:* None

(2) *Residential*:

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

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

(4) *Governmental*:

- a. Public utility building or use

(5) *Agricultural/ Mining*:* None

(6) *Recreational/ Entertainment*:

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

(7) *Office/ Financial/ Medical*:

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

(8) *Services*:

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

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

(9) *Repair*: * None

(10) *Retail Trade*:

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

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

(12) *Construction*: * None

(13) *Transportation*:

- h. Parking lot or structure; principle use

(14) *Manufacturing/ Warehousing*: * None

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

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

PROPOSED ZONING

CH (Heavy Commercial)

Permitted Uses

(1) *General*:

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

(2) *Residential*: * None

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

(4) *Governmental*:

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

(5) *Agricultural/ Mining*:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)
- b. Greenhouse or plant nursery; including accessory sales
- d. Farmers market
- e. Kennel (see also section 9-4-103)

- h. Animal boarding not otherwise listed; outside facility, as an accessory or principal use
- l. Beekeeping; minor use (see also section 9-4-103)

(6) Recreational/ Entertainment:

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

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- b. Operation/processing center
- c. Office; customer service not otherwise listed, including accessory service delivery vehicle parking and indoor storage
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed
- f. Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
- g. Catalogue processing center

(8) Services:

- c. Funeral home
- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- n. Auditorium
- o. Church or place of worship (see also section 9-4-103)
- q. Museum
- r. Art Gallery
- s. Hotel, motel, bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
- u. Art studio including art and supply sales
- v. Photography studio including photo and supply sales
- y. Television, and/or radio broadcast facilities including receiving and transmission equipment and towers or cellular telephone and wireless communication towers [unlimited height, except as provided by regulations]
- z. Printing or publishing service including graphic art, map, newspapers, magazines and books
- aa. Catering service including food preparation (see also restaurant; conventional and fast food)
- bb. Civic organization
- cc. Trade or business organization
- hh. Exercise and weight loss studio; indoor only
- kk. Launderette; household users
- ll. Dry cleaners; household users
- mm. Commercial laundries; linen supply
- oo. Clothes alteration or shoe repair shop
- pp. Automobile wash

(9) Repair:

- b. Minor repair; as an accessory or principal use
- c. Upholster; automobile, truck, boat or other vehicle, trailer or van

- d. Upholsterer; furniture
- f. Appliance; household and office equipment repair
- g. Jewelry, watch, eyewear or other personal item repair

(10) Retail Trade:

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

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

- a. Wholesale; durable and nondurable goods, not otherwise listed
- b. Rental of home furniture, appliances or electronics and medically related products (see also (10) k.)
- c. Rental of cloths and accessories; formal wear, etc.
- d. Rental of automobile, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
- e. Rental of tractors and/or trailers, or other commercial or industrial vehicles or machinery
- f. Automobiles, truck, recreational vehicle, motorcycles and boat sales and service (see also major and minor repair)
- g. Mobile home sales including accessory mobile home office

(12) Construction:

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

(13) Transportation:

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

(14) Manufacturing/ Warehousing:

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

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

CH (Heavy Commercial)

Special Uses

*(1) General:** None

(2) Residential:

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

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

*(4) Governmental:** None

*(5) Agricultural/ Mining:** None

(6) Recreational/ Entertainment:

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

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

(8) Services:

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

(9) Repair:

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

(10) Retail Trade:

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

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

*(12) Construction:** None

*(13) Transportation:** None

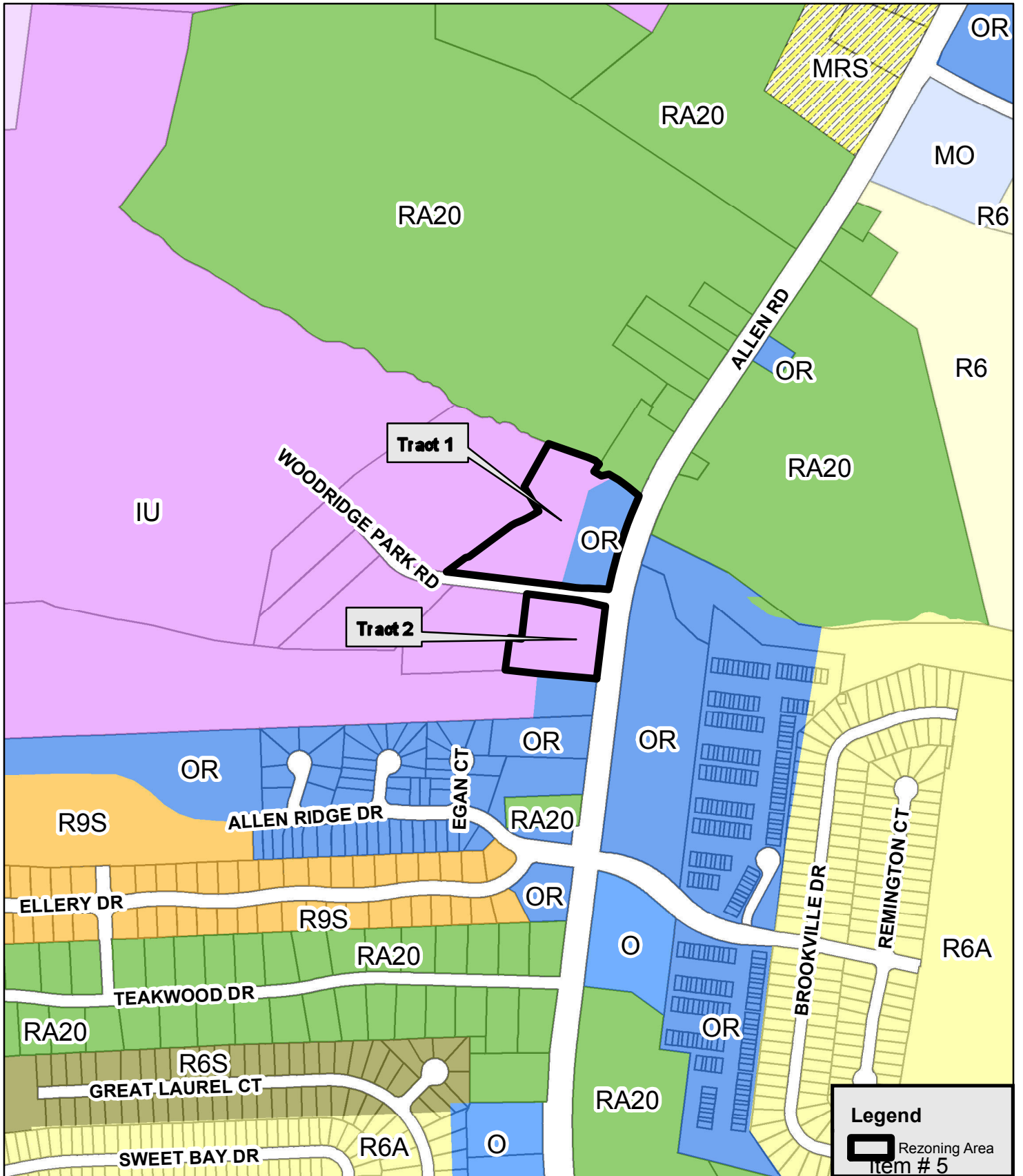
(14) Manufacturing/ Warehousing:

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

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

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

Hardee Family Holdings, LLC
From: OR and IU to CH (5.444 acres) Tract 1
From: IU to CH (1.962 acres) Tract 2
September 6, 2016

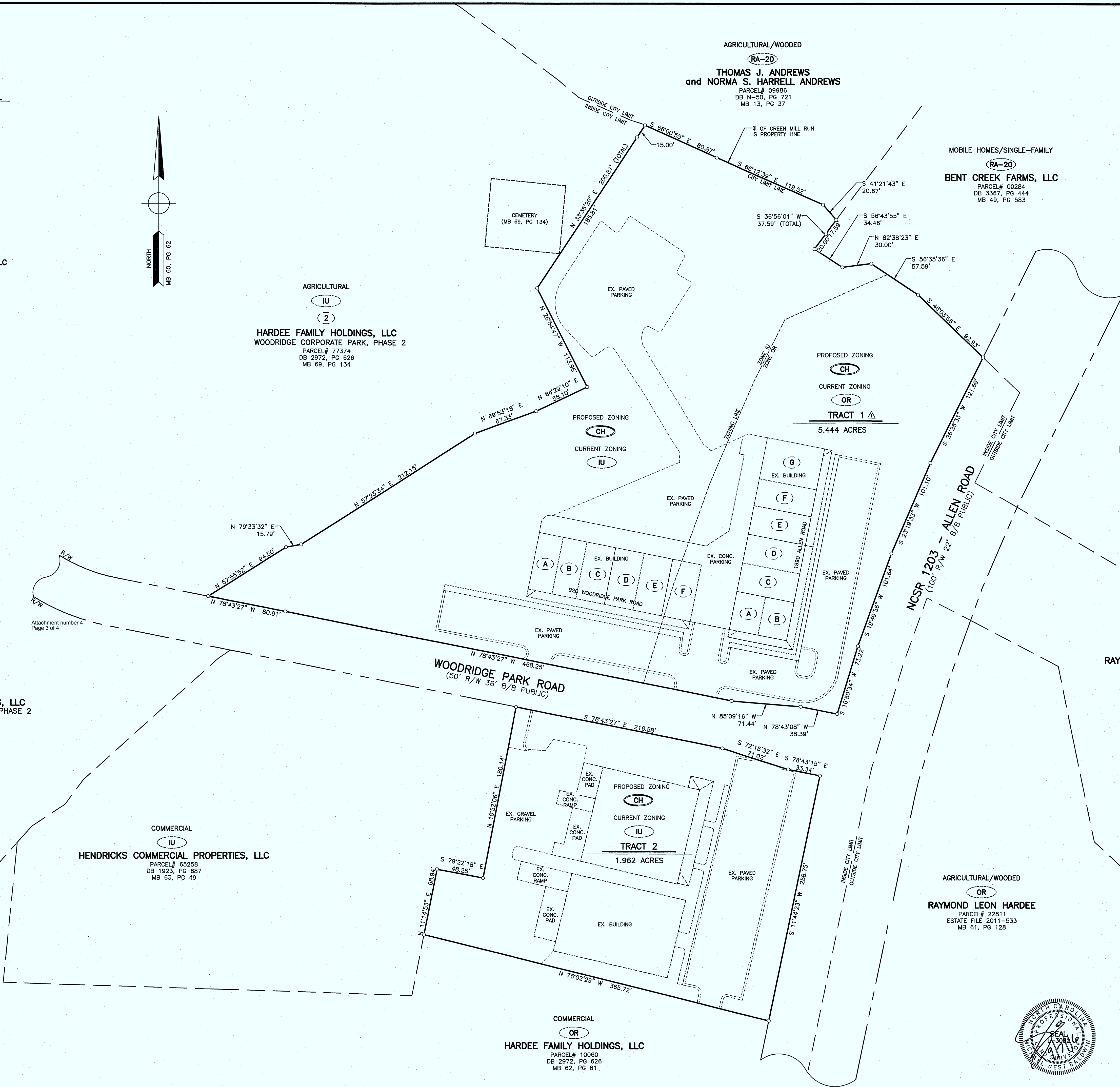
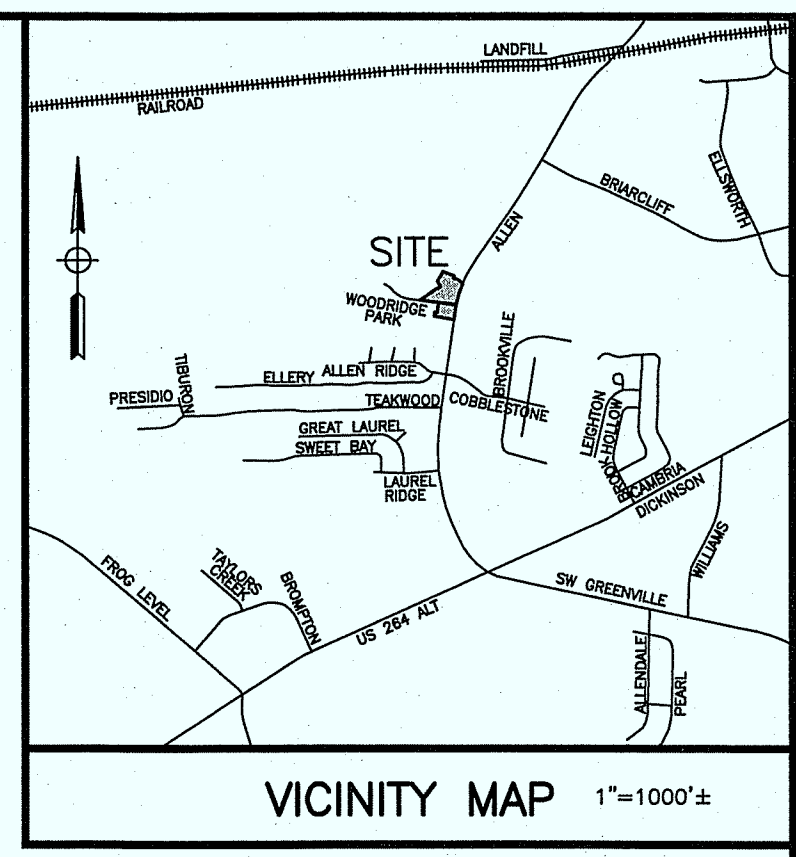
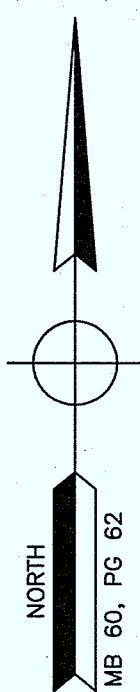


Hardee Family Holdings, LLC
From: OR and IU to CH (5.444 acres) Tract 1
From: IU to CH (1.962 acres) Tract 2
September 6, 2016



**PROPERTY OWNERS ADDRESSES
WITHIN 100 FEET OF PROPERTY**

- HARDEE FAMILY HOLDINGS, LLC**
1156 AUTUMN LAKES DRIVE
GRIMESLAND, NC 27837
- THOMAS J. ANDREWS
and NORMA S. HARRELL ANDREWS**
PO BOX 1172
PITTSBORO, NC 27312
- BENT CREEK FARMS, LLC**
PO BOX 1863
GREENVILLE, NC 27835
- HARRELL LEE DRADLEY**
PO BOX 1172
PITTSBORO, NC 27312
- RAYMOND LEON HARDEE**
1155 AUTUMN LAKES DRIVE
GRIMESLAND, NC 27837
- HENDRICKS COMMERCIAL PROPERTIES, LLC**
252 3RD STREET #300
BELOT, WI 53511



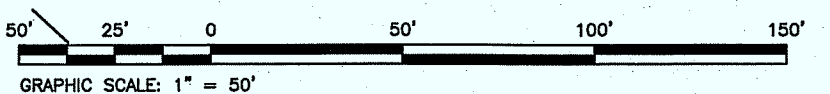
Attachment number 4
Page 3 of 4

△ REVISED: 09-06-16 (CITY COMMENTS)(MAH)
ADJUSTED TRACT BOUNDARY

TOTAL AREA TO BE REZONED: 7.406 ACRES

GENERAL NOTES

- ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
- REFERENCE: MAP BOOK 60, PG 62 OF THE PITT COUNTY REGISTER OF DEEDS.



PORTION OF PARCEL# 10060
TAX MAP# 4667-32-6114

PARCEL# 53000
TAX MAP# 4667-52-7726

HARDEE FAMILY HOLDINGS, LLC
WOODRIDGE CORPORATE PARK, SECTION 1
REFERENCE: DEED BOOK 2972, PAGE 628
OF THE PITT COUNTY REGISTER OF DEEDS
GREENVILLE, ARTHUR TOWNSHIP, PITT COUNTY, N.C.

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

Baldwin Design Consultants, PA ENGINEERING - LAND PLANNING - SURVEYING 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27609	LICENSE# C-3496	SURVEYED: N/A	APPROVED: MWB
		DRAWN: MAH	DATE: 08/22/2016
		CHECKED: MWB	SCALE: 1" = 50'

CLOSURE CHECK BOUNDARY	
CHECKED: MAH	DATE: 08/08/16

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

Y:\DRAWINGS\16-106 WOODRIDGE CORP PARK-HARDEE FAMILY SECTION 1 REZONING.dwg Wed, Sep 07, 2016 - 2:04pm MHERREJON

04/30/07

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

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

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

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

Street trees may count toward the minimum acreage.

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

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

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

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

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

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

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

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

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

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



City of Greenville, North Carolina

Meeting Date:
10/17/2016
Time: 6:00 PM

Title of Item: Approval of the Draft 2015-16 Consolidated Annual Performance and Evaluation Report (CAPER)

Explanation: **Abstract:** The Consolidated Annual Performance and Evaluation Report (CAPER) is the required annual report by the US Department of Housing and Urban Development detailing program year summary activities and expenditures by entitlement communities utilizing Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds. The report summarizes accomplishments by the City of Greenville for the 2015-16 fiscal year.

Explanation: The City of Greenville is an entitlement community under the federally funded CDBG and HOME programs. Each year in May, an Annual Action Plan of program activities is submitted to HUD for program activities that will begin during the fiscal year that begins on July 1st. HUD mandates that the entitlement community summarize activities completed during the fiscal year and assess the effectiveness of those activities. All activities must be identified as a potential activity in the 5-year Consolidated Plan.

For the 2015-16 program year, the City of Greenville was awarded \$800,219 in CDBG funds and \$329,316 in HOME funds for a total of \$1,129,535 in HUD program funds. Budgeted activities included the following:

Proposed Activities	HOME Funding	CDBG Funding
Administration	\$32,000	\$160,000
Substandard Housing Rehabilitation	\$67,919	\$182,000
Down Payment Assistance	\$30,000	
CHDO/New Construction	\$49,397	
Public Service		\$100,000
Public Facilities Improvement		\$200,000

Acquisition		\$38,000
Demolition & Clearance		\$15,000
Relocation		\$5,000
Economic Development		\$100,219
New Construction (Multi-Family)	\$150,000	
Total	\$329,316	\$800,219

During the 2015-16 fiscal year, the following activities were completed:

1. Fifteen (15) owner-occupied rehabs were completed.
2. Three (3) down payment assistance (deferred loans) were administered.
3. One (1) Small Business Competition deferred loan was administered.
4. One (1) home was cleared of lead-based paint hazards.
5. Five (5) public service grants were awarded to public service agencies serving low-income clients.
6. One (1) substandard property was acquired.
7. Two (2) substandard units were demolished and removed.
8. One (1) displaced tenant was relocated.
9. Three (3) new single-family homes were constructed.

Fiscal Note:

The report details activities and programs for a budget of federal funding totaling \$1,129,535.

Recommendation:

Approval of the Draft 2015-16 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize the submittal to the US Department of Housing and Urban Development.

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

Attachments / click to download



Find yourself in good company®

2015 -2016 DRAFT Consolidated Annual Performance and Evaluation Report



TABLE OF CONTENTS

EXECUTIVE SUMMARY	4
<u>SECTION 1 - OVERVIEW</u>	
1. <u>Assessment of Activities Undertaken to Address Consolidated Plan</u>	6
2. <u>Consolidated Plan Priority – Affordable Housing</u>	7
3. <u>Consolidated Plan Priority – Other Special Needs</u>	7
4. <u>Consolidated Plan Priority – Non Housing Community Development</u>	8
5. <u>Affirmatively Furthering Fair Housing</u>	9
6. <u>Affirmative Marketing Plan</u>	13
7. <u>Homeless Needs</u>	15
8. <u>Meeting Underserved Needs</u>	16
9. <u>Efforts to Reduce Poverty</u>	16
10. <u>Program Monitoring</u>	17
11. <u>Leveraging Resources</u>	17
12. <u>Managing the Process</u>	18
13. <u>Citizen Comments and Public Participation</u>	18
14. <u>Institutional Structure</u>	19
15. <u>Reduction of Lead-Based Paint Hazards</u>	20
16. <u>Self Evaluation</u>	20
<u>SECTION 2 - HOUSING NEEDS</u>	
1. <u>Public Housing Strategy</u>	22
2. <u>Foster and Maintain Affordable Housing</u>	22
3. <u>Eliminate Barriers to Affordable Housing</u>	22
<u>SECTION 3 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)</u>	
1. <u>Relationship of Expenditures to Priority Needs</u>	24
2. <u>Low/moderate Area Benefit</u>	24
3. <u>Amendments and Other Changes to Program</u>	24
4. <u>National Objective Failures</u>	24
5. <u>Actions Taken to Avoid Displacement</u>	24
6. <u>Compliance with Uniform Relocation Act</u>	25
7. <u>If Jobs Were Filled with Over Income People</u>	25
8. <u>For Limited Clientele Activities, if any</u>	25
9. <u>Rehabilitation Accomplishments and Costs</u>	25
10. <u>Property Acquisition</u>	25
11. <u>Units Completed For Each Type of Program</u>	25
12. <u>CDBG Expenditures for Rehabilitation</u>	25
13. <u>Other Funds Invested</u>	26
14. <u>Delivery Costs</u>	26

CAPER

15.	<u>Neighborhood Revitalization Strategy Area, if any</u>	26
16.	<u>CDBG Financial Summary Attachments</u>	26
17.	<u>Summary of Activities Accomplishments</u>	26

SECTION 4 - HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

1.	<u>Distribution of HOME Funds Among Identified Needs</u>	27
2.	<u>HOME Match Report</u>	27
3.	<u>Contracting Opportunities for W/MBE's</u>	27
4.	<u>Summary of Results of Onsite Inspections of HOME Rental Units</u>	27
5.	<u>Assessment of Effectiveness of Affirmative Marketing Plans</u>	28
6.	<u>Information About The Use of Program Income</u>	28
7.	<u>Analysis of Success and Failures and Actions Taken</u>	28

SECTION 5 – ATTACHMENTS FOR CDBG PROGRAM INCOME

A.	<u>Program Income</u>	29
B.	<u>Prior Period Adjustment</u>	29
C.	<u>Loans and Other Receivables</u>	29

SECTION 6 - ATTACHMENTS FOR HOME PROGRAM INCOME

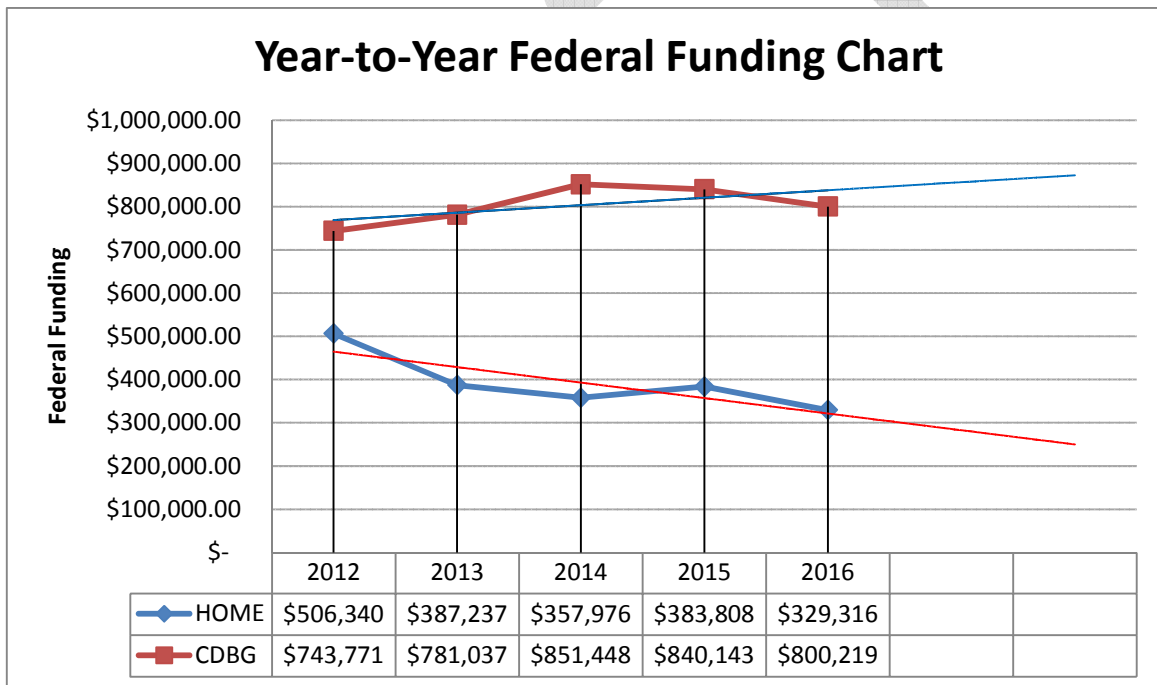
A.	<u>Program Income</u>	30
B.	<u>Prior Period Adjustment</u>	30
C.	<u>Loans and Other Receivables</u>	30

Executive Summary

The Consolidated Annual Performance and Evaluation Report (CAPER) details the housing and community development activities undertaken by the City of Greenville’s Community Development Department during the program year 2015-2016. This program year commenced on July 1, 2015 and ended June 30, 2016.

As an entitlement community, the City of Greenville receives federal funds from the U.S. Department of Housing and Urban Development (HUD) programs. The City of Greenville is entitled to two (2) funding sources through HUD. They are as follows:

- Community Development Block Grant (CDBG) - Since 1974
- HOME Investment Partnerships (HOME) – Since 1995



Federal funding can fluctuate each year. The graph above depicts the aforementioned fluctuation over the past five (5) program years.

The CAPER assesses the progress in accomplishing the five-year goals identified in the 2013-2018 Consolidated Plan. The City’s Community Development program allocated multiple resources to support the national goals of community development and planning programs to develop viable urban communities. More specifically, the City seeks opportunities to provide decent housing, suitable living environments, and expand economic opportunities for very low, low and moderate income persons/families.

CAPER

The 2015-2016 program year CAPER represents the third reporting year of the 2013-2018 Consolidated Plan. It is divided into six (6) sections, the: 1.) Summary of the Overall Assessment of the fourth year Performance, 2.) Housing Needs, 3.) Community Development Block Grant, 4.) HOME Investment Partnerships, 5.) Supporting text and, 6.) The Integrated Distribution and Information System (IDIS) reports.

The accomplishments for the Program Year 2015–2016 are as follows:

- Fifteen (15) owner-occupied rehabilitations were completed
- Three (3) down payment assistance (deferred loans) were administered
- One (1) Small Business Competition deferred loan was administered
- One (1) home was cleared of Lead-Based Paint Hazards
- Five (5) public service grants were awarded to public service agencies serving low income clients
- One (1) substandard property was acquired
- Three (3) substandard units were demolished and removed
- One (1) displaced tenant was relocated
- Three (3) new single-family homes were constructed

On September 16, 2016, a DRAFT of this document was made available for a thirty (30) day public review and comment period. Staff has intentionally extended the public comment period in order to receive all potential comments. A Public Hearing to receive comments on this CAPER document is scheduled to be held on October 17, 2016 at 6:00 PM in the City Council Chambers at City Hall. The fiscal year 2015-2016 CAPER can be found online at: www.greenvillenc.gov/government/community-development/housing-division/reports-for-public-review.

SECTION 1 - OVERVIEW

Assessment of Activities Undertaken to Address Consolidated Plan Objectives and Priorities.

The City of Greenville received a total of \$1,129,535 in federal funds for the 2015-2016 Program Year from the following federal programs: Community Development Block Grant \$800,219 and HOME Investment Partnerships \$329,316.

At one point in time, the City of Greenville was the lead entity of the Pitt County HOME Consortium. However, the Greenville City Council voted on January 7, 2008 to disband the existing Consortium and made an application to become a separate Participating Jurisdiction (PJ) for HOME Investment Partnership funds. The effective date of the dissolution was June 30, 2009. During the Action Plan Year July 1, 2015 - June 30, 2016, the City continued to monitor the progress of projects and worked closely with the Consortium members providing support until all remaining funds of the Pitt County HOME Consortium were expended.

The City of Greenville implemented projects and activities that were identified as the needs and priorities within the five (5) year Consolidated Plan. The Consolidated Plan identifies priority needs from 2013 through 2018 that calls for a continued concentrated effort within the West Greenville 45-Block Revitalization Area and Housing Rehabilitation within the entire jurisdiction of the City of Greenville. These efforts are designed to preserve the existing housing stock and provide decent, safe, affordable housing. Many of the resources, needs, goals, and objectives have remained the same. However, the City placed emphasis on partnerships with other government agencies, non-profits, and the private sector.

Within the City of Greenville, all efforts during the course of the five (5) year period will primarily focus on the needs within the boundaries of the West Greenville Redevelopment Area bounded by the Tar River on the north, Greene Street on the east, Tenth Street Connector on the south, and Memorial Drive on the west. The following activities are being carried out while addressing the needs in those areas: housing assistance through rehabilitation, preservation of the existing housing stock, new construction or infill development on vacant lots, down payment assistance, homeownership counseling, working with lenders to identify special programs/products for low to moderate income homebuyers, addressing lead-based paint issues, support and implement revolving loans for rehabilitation, support local Continuum of Care Plan, economic development, fair housing education, and overall neighborhood revitalization.

In addition, to avoid deterioration of other parts of the City, funds were made available for housing rehabilitation and down payment assistance for residents citywide. However, the City of Greenville continued to expend the majority of CDBG and HOME allocations in the West Greenville Redevelopment Area.

Consolidated Plan Priority – Affordable Housing

Owner-Occupied Rehabilitation

At the beginning of the 2015-2016 Program Year, \$182,000 in CDBG and \$67,919 of HOME funds were budgeted to fund rehabilitation owner occupied substandard dwellings of single-family homes. During the fiscal year, fifteen (15) units were completed with HUD funds, state funds and local funds.

Property Acquisition

During the 2015-2016 Program Year, \$38,000 in CDBG funds was budgeted to remove dilapidated structures for the construction of new affordable housing and for economic development initiatives. During that time, one (1) dilapidated property was acquired to remove blighted conditions.

Tenant Displacement/Relocation

During the 2015-2016 Program Year, \$5,000 in CDBG funds were allocated for relocation assistance. During that time, only one (1) tenant was displaced as a result of acquisition. The tenant of the property was relocated to standard housing in accordance with the Uniform Acquisition and Relocation Act.

Down payment Assistance

During the 2015-2016 Program Year, \$30,000 in HOME funds were allocated to enable homebuyers to purchase homes for owner occupancy. During this time, three (3) down payment loans were made to first time low and moderate income homebuyers from Federal (\$60,000) and two (2) locally funded (\$20,380) sources.

Consolidated Plan Priority – Other Special Needs

Transitional/Affordable Housing Production

At the beginning of the 2015-2016 Program Year, \$49,397 of HOME funds were allocated for certified Community Housing Development Organization (CHDO) affordable housing activities. These activities target eligible first time homebuyers and renters. In addition, the City of Greenville solicited developers through a Request for Proposal (RFP) for the development of affordable multi-family units.

After the Request for Proposal process concluded, the City of Greenville approved a commitment of \$150,000 to one (1) affordable housing development for senior housing. This development was built with a partnership between the City of Greenville and Taft Family Offices. The developers are currently waiting to receive feedback from the North Carolina Housing Finance Agency (NCHFA) for the low-income housing tax credits they have applied for.

Consolidated Plan Priority – Non Housing Community Development

The goal of the CDBG Program for non-housing community development is to support the expansion of economic opportunities for low to moderate income persons and to support the community's involvement and participation efforts in relation to supporting non housing priority needs. The following are allocated public service and public facility projects for approved non-profit organizations.

Public Service – Subrecipient Projects

The following is a summary of approved public service activities for the 2015-2016 Fiscal Year. Note: Expenditures began in July 1, 2015 and ended June 30, 2016.

Name of Agency: Boys & Girls Club of Pitt County, Inc.

Program: Club Academy

Accomplishments: Total youth served = 135

Amount of Funding Allocated: \$11,572.80

Name of Agency: Literacy Volunteers of Pitt County

Program: Career Readiness and Computer Literacy

Accomplishments: Total adults served = 174

Amount of Funding Allocated: \$13,968.07

Name of Agency: Center for Family Violence Prevention

Program: Systematic Training for Effective Parenting (Case Management & Counseling)

Accomplishments: Total served = 139

Amount of Funding Allocated: \$32,140.57

Name of Agency: Lucille Gorham Intergenerational Center (East Carolina University)

Program: Youth Development Programs

Accomplishments: Total youth served = 113

Amount of Funding Allocated: \$11,861.95

Name of Agency: L.I.F.E. of NC, Inc. DBA STRIVE

Program: Job Readiness

Accomplishments: Total adults served = 17

Amount of Funding Allocated: \$16,482.00

CAPER

Affirmatively Furthering Fair Housing

During the 2015-2016 Program Year, the City of Greenville continued to fund affirmatively fair housing marketing actions. These actions are inherent to each of the housing activities provided through the Community Development Department. Education of the fair housing laws occurred throughout the year and most specifically throughout the month of April, which is designated as “Fair Housing Month” and “CDBG Week”. The Fair Housing Month activities included educational seminars for tenants and property managers, a Fair Housing Poster Contest and Fair Housing education for first-time homebuyers. As part of a weeklong celebration of CDBG Week, the City hosted a Contractor’s Workshop, a Homeownership public education forum, and a National Rebuilding Day. The City of Greenville will continue to use administrative dollars to fund fair housing activities by employing staff to coordinate all fair housing and human relations activities.

An update to the Analysis of Impediments (AI) to Fair Housing Choice was completed by the City of Greenville in December, 2013. The City of Greenville will complete an update to the AI to Fair Housing Choice, in conjunction with a new Consolidated Plan in 2018. City staff will be participating in Affirmatively Furthering Fair Housing provided by HUD as it becomes available.

The City of Greenville always seeks to promote equal opportunity, equal access, and equal rights for those who are underprivileged, disabled, and homeless. During the 2015-2016 Program Year, the City of Greenville made numerous advancements towards this goal. These advancements are as follows:

- Three (3) down payment assistance’s (deferred loans) were administered (One (1) was closed for a home in the Redevelopment Area and Four (4) were done outside of the Redevelopment Area.
- Fifteen (15) single-family homes were rehabilitated (Five (5) rehabilitations used state and/or local matching funds).
- Two (2) new single-family homes were sold.
- Six (6) participants in the Poster Contest for youth education & one (1) Fair Housing Workshop (the tenant workshop that was scheduled was cancelled due to the lack of interest).

Impediments addressed during 2015-2016 program year:

Identified Impediment	Impediment Addressed this program year (Y) (N)?	Activity(s) that addressed the impediment	\$ Budgeted For Activity	\$ Spent For Activity	Source of \$	Beneficiaries
Lack of Access to Homeownership (low-moderate racially mixed; West Greenville Redevelopment	Y	Down Payment Assistance	\$30,000	\$17,440	HOME	One (1) minority

CAPER

Area)						
Lack of Affordable Housing (low-moderate income West Greenville Redevelopment Area)	Y	New Single-Family Construction	\$150,000	\$150,000	HOME	One (1) minority
Lack of Education and Awareness (mixed demographics; area of low income concentration)	Y	Poster Contest & one (1) Fair Housing Workshop	\$0	\$0	CDBG	Over 68 participants (public, real estate agents, and property management companies)

The following impediments were identified:

Impediment 1: Lack of affordable housing forces the lower income population to find alternative housing. Alternative housing may consist of doubling up, where households combine to cut the expenses of housing. Others are forced to live in housing that is in poor condition that leads to disparate treatment of protected class families and individuals. The City of Greenville and its partners are the primary producers of affordable housing. The City realizes that the current model is not sustainable.

Plan of Action:

Working with the financial industry will be the best initial strategy to address this impediment. Within the Greenville housing market there are insufficient affordable housing units available to lower income residents for housing choice in Greenville. In fact, there is a surplus of moderately priced housing available. City staff will continue efforts to work with the financial industry to offer Greenville programs for home buyers that seek financing by encouraging them to make use of City programs such as using the City's down payment assistance programs or efforts such as the West Greenville revitalization program that are instrumental in making homeownership a reality for many residents that did not realize homeownership as a possibility.

The City's down payment assistance program is available to everyone. While some applicants appear to be well educated in the homebuyer loan process, the financial industry feels that most still are not. When lenders counsel prospective borrowers about the financial responsibility associated with home mortgages, offering practical advice regarding savings and spending, borrowers become frustrated and seek mortgage loans elsewhere. If all mainstream lenders have similar policies, it is possible that this serves to drive people to seek loans through brokers and subprime lenders. Therefore, a stronger push to promote third party homebuyer counseling appears to be an appropriate solution.

CAPER

Impediment 2: The lack of education about discrimination and fair housing laws in Greenville. An essential part of fair housing opportunities and enforcement is the education of the public regarding the rights and responsibilities afforded by fair housing laws. This includes the education of housing and financial providers, as well as citizens.

Plan of Action:

Education is a key element on two (2) fronts. First, it is one of the most pressing needs to ensure fair housing choice. It is imperative that individuals and families seeking housing know their rights and responsibilities and that those involved in the housing industry understand their rights and responsibilities, as well. Secondly, providing public education that produces an employable workforce with higher earning potential will help improve creditworthiness of future homebuyers. The onus falls to the public school system to ensure that tomorrow's residents have the skills they need to be competitive in the job marketplace, as well as to be educated consumers armed with the skills to make informed decisions.

Impediment 3: Awareness of fair housing issues is important. Everyone needs to know what may constitute a violation, and what they can do in the event they believe they may have been discriminated against. In addition, it is important for lenders, housing providers and their agents to know their responsibilities and when they may be violating fair housing laws.

Plan of Action:

In responding to whether Fair Housing was an issue in Greenville, the financial industry again addressed the results of the recent NCRC report, stating that the minority stigma has improved, but it still exists. The lenders need for production (or writing of loans) drives greater leniency in who lenders select to lend to, thereby lessening the impact of race. Mortgage brokers, on the other hand, know that people do business with people who look like them, and so they hire people that resemble the markets they serve. This is good marketing, but also encourages minority homebuyers to seek loans with lenders who are not necessarily looking out for the borrowers' best interests.

Additionally, brokers are most familiar with the products that are most popular in the markets they serve and are not aware of all the products offered by the institutions they represent, thus limiting their offerings to higher-cost products. Unfortunately, uninformed buyers also choose lenders on the basis of word-of-mouth referrals from friends and family, and the belief that banks do not lend money to minorities. Again, while educating consumers is indicated, it is difficult to reach them when they will not avail themselves of the opportunities.

The City will continue its efforts to educate the public during Fair Housing month. During this month several activities are provided to educate the public on specific areas of fair housing and our local loan counseling programs. The City will also encourage lenders, housing providers and their agents to know their responsibilities and to attend training on fair housing laws.

Impediment 4: There are limited housing opportunities for the homeless, those who are at risk of homelessness, and special needs populations. There is not enough funding for permanent housing. Too many citizens are on the brink of becoming homeless because they have to spend too much of their income on housing (many times not decent or safe housing).

Plan of Action:

The City will continue to support programs to increase family self-sufficiency and to prepare homeless, at risk and special needs populations for rental or homeownership opportunities through financial literacy, credit counseling and rental assistance. The City also needs to support a number of initiatives to assist low-moderate homebuyers with down-payment assistance, default delinquency counseling, anti-predatory lending counseling and homeless prevention programs.

Impediment 5: Lack of Access to Homeownership (Based on HMDA and apparent Predatory Lending Practices)

This Impediment can be addressed in the 2013-2018 Consolidated Plan as the City considers inequities that may occur in homeownership opportunities for protected classes or those covered by the Fair Housing Law. An analysis of the HMDA data in this document reveals, for example, that while black residents comprise 34 percent of the population, 21 percent of all home purchase mortgage applications come from black families/individuals so therefore, it appears that black applicants may be underrepresented although improving substantially over the past five (5) years. City programs targeted to assist low-moderate income protected classes should focus more closely on educating the population on the importance of homeownership and how to access local lending resources.

In addition, consistently high denial rates on home improvement loans may reflect policies in the lending industry, but this is an area that warrants some attention in Greenville. The disinvestment associated with an inability to raise funds to maintain one's home can have an undesirable effect on the community when it occurs in great numbers.

Plan of Action:

In responding to whether Fair Housing was an issue in Greenville, the financial industry again addressed the results of the recent NCRC report, stating that the minority stigma has improved, but it still exists. The need for production (that is, writing loan business) in the lending industry drives greater leniency in which lenders select to lend to, thereby lessening the impact of race. Mortgage brokers, on the other hand, know that people do business with people who look like them, and so they hire people that resemble the markets they serve. This is good marketing, but also encourages minority homebuyers to seek loans with lenders who are not necessarily looking out for the borrowers' best interests. Additionally, brokers are most familiar with the products that are most popular in the markets they serve and are not aware of all the products offered by the institutions they represent, thus limiting their offerings to higher-cost products. Unfortunately, uninformed buyers also choose lenders on the basis of word-of-mouth referrals from friends and family, and the belief that banks do not lend

money to minorities. Again, the solution lies in educating consumers, although it is difficult to reach them when they will not avail themselves of the opportunities.

The City conducted the following fair housing activities during the 2015-2016 program year:

- Property Managers Seminar on Wednesday, April 20, 2016. Approximately sixty eight (68) people attended.
- Fair Housing Poster Contest – six (6) students participated.
- Fair Housing Education is provided to all residents that participate in the City's first-time homebuyers workshops.

Program Year 2015-2016

The City will continue to offer fair housing education during the month of April, and to all residents that participate in the City's Homeownership Workshop throughout the year. In addition, staff is also preparing for the Fair Housing Poster Contest.

The Human Relations Office is preparing its work plan to be presented early next year to City Council. The Human Relations Council is discussing additional fair housing education to provide at various apartment sites; which will include public housing tenants. The Council will partner with North Carolina Human Relations Commission in Raleigh, Greenville Housing Authority, and Legal Aid of North Carolina.

The number of additional workshops has not been determined at this time; however, staff anticipates two (2) – three (3) throughout the course of the program year.

In addition, the City of Greenville proposes to focus on education and access to affordable housing during the 2015-2016 Program Year.

Affirmative Marketing Plan

It is the policy of the City of Greenville Housing Division not to discriminate against any person on the basis of race, color, national origin, sex, religion, familial status, or disability: in the sale or rental of housing or residential lots; in the advertising the sale or rental of housing; in the financing of housing; in the provision of real estate brokerage services; or in the appraisal of housing.

In accordance with the regulations of the HOME program and in furtherance of the City of Greenville's commitment to fair housing and equal housing opportunity, a policy that establishes procedures to affirmatively market rental or residential units constructed or rehabilitated under the HOME program was approved June 1, 2009. These procedures are designed to assure that individuals who normally might not apply for available housing units because they are socially and/or economically disadvantaged - are provided an opportunity to apply.

CAPER

In addition, the City of Greenville has adopted policies that assure and encourage the full participation of Minority and Women-Owned (MWBE) and Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The City of Greenville's MWBE Coordinator publishes a quarterly newsletter and maintains a Business Directory for the construction, maintenance and building trades services. The directory identifies firms that have been certified or registered as DBE by the City of Greenville, and provides information that can assist their efforts to obtain contracts with the City of Greenville. The City expended approximately \$66,000 in general fund dollars to cover the MWBE Coordinator labor and activities, during the 2015-2016 Fiscal Year.

The City continues to affirmatively market fair housing strategies. These strategies are inherent to each of the housing programs provided through the Housing Division. To ensure equal opportunity access to federal housing programs, the Housing Division includes Minority and Women Business Enterprise (MBE/WBE) requirements in all contracts and agreements.

Education of the Fair Housing Laws will occur throughout the year and more specifically during the month of April, which is designated as "Fair Housing Month" and "CDBG Week".

During the month of April 2015, in celebration of Fair Housing Month, the City of Greenville, the Greenville Human Relations Council, Greenville Property Managers Association and Greenville-Pitt Association of Realtors sponsored a Fair Housing Month Poster Contest for residents in grades K-12, including the special education program. The purpose of the poster contest was to demonstrate non-discriminatory housing for all people regardless of race, sex, color, national origin, disability or family status.

The City of Greenville will continue to use administrative dollars to affirmatively further fair housing. Funds that are used to assist very low and low income households will be advertised in local newspapers. Special outreach will be provided through various community events and non-profit agencies in the community.

In addition to these activities, the City provides a full time staff position (Human Relations Coordinator) to address landlord/tenant issues, provide emergency housing assistance and outreach to citizens. This position is funded with approximately \$60,000 general funds. One of the primary responsibilities of the staff member is to serve as a liaison to the Greenville Human Relations Council. The Greenville Human Relations Council serves as an advocate for all people in pursuit of human and economic relationships, to promote activities, education and programs which enhance human dignity, equal opportunity, mutual respect and harmony among the many different citizens of Greenville.

Each HOME PJ must adopt affirmative marketing procedures and requirements for any housing with five or more HOME-assisted units. Affirmative marketing differs from general marketing activities because it specifically targets potential tenants and homebuyers who are least likely to apply for the housing, in order to make them aware of available affordable housing opportunities.

Homeless Needs

Actions to meet supportive housing needs (include HIV/AIDS)

With resources being limited, in fiscal year 2015-2016, the City did not set-aside funds for supportive housing outside of CHDO projects.

As members of the Pitt County Continuum of Care, the Greenville Housing Authority assisted 40 people using Housing Opportunities for Persons with Aids (HOPWA) funds. They are currently managing ten (10) units of housing for HIV AIDS afflicted citizens. The Pitt County AIDS Service Organization (PICASO) provides case management for these clients.

Actions to plan and/or implement continuum of care

The North Carolina Balance of State Continuum of Care mission for combating homelessness is to have a seamless continuum of housing and services to meet the housing and support service needs of the homeless. The Continuum is comprised of local governmental entities, the City of Greenville is a member, public agencies and non-profits whose goal is to create an environment where the homeless can identify all the services that they need in one location. The group meets monthly to discuss issues affecting the homeless population and develop strategies to provide assistance.

The 2016 Point-in-Time Count indicated that the number of chronic homeless persons has increased from eighty eight (88) in 2015 to one hundred and eight (108) in 2016. The homeless count had nine (9) households with minor children, seventy-eight (78) households without minor children, and zero (0) children without guardians.

During Program year 2015-2016, no member of the North Carolina Balance of State Continuum of Care received funding for a new project.

Actions to prevent homelessness

The United States Interagency Council on Homelessness issued a challenge to communities across the country to address the problem of homelessness, specifically the chronically homeless. In the fall of 2006 and spring of 2007, the Pitt County Board of Commissioners and the City of Greenville City Council adopted resolutions to develop a 10-Year Plan to End Chronic Homelessness in Pitt County. The 10-Year Plan is a comprehensive effort of various community organizations, leaders and citizens. The City of Greenville committed \$15,000 CDBG funding towards this effort.

Ending chronic homelessness is a challenge for the entire community. There are no simple solutions. Ending homelessness will require a cooperative effort among government agencies, private and public services, businesses, faith-based organizations and neighborhoods.

Actions to address emergency shelter needs

The City of Greenville, through its CDBG Program provided financial assistance during the 2015-2016 Program Year to the Center for Family Violence Prevention, which provides emergency housing to

battered women and young children. In addition, the Community Crossroads Center has completed their fund raising campaign and started construction of a modern facility.

Actions to develop transitional housing

During the 2015-2016 Program Year, the City of Greenville provided funding to the Center for Family Violence Prevention for safe family visits. Center for Family Violence Prevention in partnership with one of our CHDO's, Streets to Home, provides transitional housing for domestic violence victims and their children.

Transitional housing, sometimes called "second stage housing", or "supportive housing" is a residency program that includes support services. Transitional housing is designed to act as a bridge from homelessness to self-sufficiency and permanent housing. Residents usually remain from six (6) months to two (2) years, and are required to establish goals to work towards economic stability.

Meeting Underserved Needs

Actions taken and accomplishments to meet worst-case needs

The Greenville Police Department and L.I.F.E. of NC, Inc. DBA STRIVE have collaborated together to implement a prisoner re-entry program in the City of Greenville, through a grant funded by the North Carolina Governor's Crime Commission. Re-entry involves the use of programs targeted at promoting the effective reintegration of offenders back to communities upon release from prison and jail. Re-entry programming, which often involves a comprehensive case management approach, is to assist offenders in acquiring the life skills needed to succeed in the community and become law-abiding citizens. STRIVE has a successful job training program which was partially funded with CDBG Public Service funds in the past.

Actions and accomplishments to serve people with disabilities

Priority is given to homeowners that are elderly and/or disabled wishing to have their homes rehabilitated. The Housing Division staff makes extra effort to address the needs of these households to provide necessary retrofits that are specific to them. The cost to retrofit an existing home, fully handicapping a bathroom or widening doorways, is cost prohibitive. Without the assistance provided by the City, many of the homeowners would have to limit their living to certain rooms in their homes or move to assisted living facilities.

Efforts to Reduce Poverty

City of Greenville home rehabilitation programs inherently address poverty by preserving housing stock often occupied by low-income households. These programs also act to preserve neighborhoods and when possible provide employment opportunities for residents.

Within the Redevelopment Area, the City collaborates with non-profit organizations that provide job training and Pitt Community College to provide GED or skills training classes within the area. The City also uses CDBG funds to encourage entrepreneurship through the small business plan competition.

Program Monitoring

The Housing Division conducts formal monitoring of its CDBG and HOME grant programs annually. The monitoring visits consist of reviewing programmatic procedures to ensure that each grant program regulations defined in the Code of Federal Regulations and the scope of work described in the Subrecipient Agreement are met. General financial and accounting procedures are also reviewed in accordance with applicable Office of Management and Budget circulars.

If a finding or concern is identified as a result of the monitoring, technical assistance is provided in order for the agency to correct the deficiency. If deficiencies persist, reimbursement of funds may be suspended and/or the subrecipient could jeopardize future funding opportunities.

The City ensures that all monitoring letters detail specific time frames for a monitoring response and the corrective actions that need to be taken. Additionally, the City will impose sanctions if the corrective actions are not taken within the specified time frame. Furthermore, staff is discussing a quarterly monitoring schedule.

Leveraging Resources

On November 2, 1992, the citizens of Greenville approved a one million dollar bond referendum for affordable housing. The funding was divided into three (3) revolving loan categories. The categories include homeownership, land banking, and elderly housing rehabilitation. As revolving loans, these funds are continually recaptured and recycled into the activities to further efforts to promote and preserve affordable housing. These funds have been recycled since 1992 and are available for the West Greenville 45-Block Revitalization area and other affordable housing initiatives of the City of Greenville.

In 2004, Greenville citizens again approved a \$10 million dollar bond referendum for the revitalization efforts in the Uptown Greenville and West Greenville Certified Redevelopment Area which focused efforts in the 45-Block Revitalization area. \$5 million of the \$10 million is set aside for the priorities and goals identified below within the West Greenville 45-Block Revitalization area to leverage CDBG and HOME funds.

The City of Greenville has been very successful over the past five (5) years in partnering with private housing organizations. Just within the past two (2) years, the Community Development Department leveraged nearly \$12 million dollars from partnering with the NRP Group to construct an eighty four (84) unit affordable multi-family housing development named Winslow Pointe. In addition to the funds leveraged, the City was also able to obtain three (3) HOME units which must remain affordable over a

twenty (20) year period. Over the next five (5) years, staff will continue to pursue these types of opportunities.

Staff also provided a HOME commitment of \$150,000 to a private developer in the 2015-2016 Program Year. The developer intended to begin construction on a ninety-eight (98) unit affordable senior housing development. The development is projected to cost approximately \$10.6 million. Therefore, the City would leverage nearly \$10.5 million if this development were to occur. This development was not approved for tax credit financing by the State of North Carolina in 2016 and will be submitted in 2017. Moreover, staff has also received approval from the Greenville City Council to provide another \$150,000 to a private developer in the 2015-2016 Program Year. These funds would go to the developer who is successful in receiving low income housing tax credits from the N.C. Housing Finance Agency.

In addition to working with private developers, the City of Greenville has also assisted in several transitional housing units. The City has partnered with Pitt County and the Community Crossroads Center in adding beds for both supportive and transitional housing. Over the next five (5) years, staff will continue to assist and partner with other agencies to ensure that both families and individuals have enough resources to fight their way out of poverty. The City of Greenville received \$100,000 from the local utility company to provide energy efficiency work for low-moderate income households. The utility company has committed another \$125,000 for the coming year.

Moreover, the City of Greenville contributes approximately \$300,000 of General Fund (local) dollars to support the Housing Division staff administrative costs to administer federal grants and bond fund projects.

Managing the Process

The Community Development Housing Division consistently seeks methods to improve and strengthen its programs. Assessment of program activities in compliance with outlined performance measurement objectives, indicators and outcomes in the action plan is performed annually.

Citizen Comments and Public Participation

The City of Greenville acknowledges the importance of citizen participation in developing activities for each upcoming year. In developing the 2015-2016 Annual Action Plan, the City held one (1) community meeting, invited the public to make comments during the Affordable Housing Loan Committee and Redevelopment Commission meetings when they review the plan and make their recommendations. During the 30-day comment period, the plan was available in hard copy in several locations, including the Housing Division office, and electronically on the City of Greenville's website.

All requests for bids from contractors to assist with housing repairs and construction throughout the year were handled in an open and fair manner.

CAPER

The Notice of Availability of the CAPER for review, and to receive public comments was published in the “Daily Reflector” on Monday, September 12, 2016 and October 10, 2016. The CAPER was made available for review for a period of thirty (30) days. (See attached copy of Publisher’s Affidavits.) Also, the “Notice of Public Hearing” to receive comments at the City Council meeting was published in the “Daily Reflector” on Monday, September 26, 2016 and October 3, 2016.

In addition to the public hearing, the following meetings were conducted as part of Greenville’s public participation process as well as to disseminate program information:

- Monthly Affordable Housing Loan Committee (AHLC) meetings;
- Technical assistance meetings during the CDBG Notice of Funding cycle for nonprofits with interested organizations;
- Monthly Continuum of Care meetings;

Finally, to improve access of the CAPER for the community, the Housing Division posted the CAPER on the city’s website for review.

Institutional Structure

The City of Greenville, through its Housing Division, other public agencies, private developers and contractors, and the network of housing subrecipients and Community Housing Development Organizations (CHDOs) are effectively organized to utilize all the funding received through the various state/federal programs.

The private sector is provided with incentives for developing affordable rental housing through tax credits provided by the federal tax credit program. Tax credits provide developers with an additional North Carolina subsidy for low income apartment construction. In addition, each year efforts are made to work with local institutions to provide housing and economic opportunities for low income persons through public service activities and participation in the Pitt County Continuum of Care.

The Pitt County Continuum of Care began in 2001 and has successfully grown into a well-balanced organization made up of local government agencies, housing providers, and service providers. The development of the continuum and participation by the City of Greenville will greatly enhance coordination between these agencies. The Greenville Housing Authority has also joined this group and began working in concert with the City of Greenville in revitalization efforts in the West Greenville 45-Block Revitalization Area. Over the next year, the Greenville Housing Authority will be our partner in both supportive housing and lease-purchase programming.

Reduction of Lead-Based Paint Hazards

The City of Greenville has not had a lead-based paint abatement grant since 2009. The City continues to apply to the Office of Healthy Homes and Lead Hazard Control for a Lead-Based Paint Hazard Control grant so it can provide services to low-moderate income tenants with children under the age of six (6) years of age that occupy pre-1978 rental properties. None tested positive for excess lead.

The City will continue to provide to all citizens education information on lead-based paint hazards and steps they can take to keep their homes lead safe.

Self Evaluation

The overall goal of the Housing Division of the Community Development Department is to develop viable communities by providing safe, sanitary, and decent housing, a suitable living environment, and expanding economic opportunities principally for low to moderate income persons. The Consolidated Plan is a vehicle which enables officials and citizens of the City of Greenville to pursue this goal, collectively address neighborhood and community problems and plan for the future. To structure these efforts, a 5-year strategic plan and annual action plan was created. While the 5-year strategic plan typically remains static, the annual action plan changes every year to address various goals outlined in the larger and more global strategic plan. To evaluate progress, efforts are annually assessed through the CAPER.

Thus, the purpose of the self-evaluation section is to look at how activities and strategies have made an impact on identified community needs. An analysis of the City of Greenville's Program Year 2015-2016 Annual Action Plan goals are grouped into five (5) priority areas: Affordable Housing Strategy, Homeless Strategy, Special Needs Strategy, Community Development and Economic Development Strategies.

Affordable Housing Strategy

Over the past year, the housing market in Greenville continued recovery at a slow pace like the rest of the country. The City of Greenville continued programs that focused toward achieving the following priority housing goals. Three (3) program activities were carried out in an effort to meet the City's affordable housing goal: down payment assistance, owner occupied rehabilitation and implementation of lease/purchase options. In addition, City staff continued to be successful in providing technical and educational support to both non-profits and homeowners.

Homelessness Strategy

The City of Greenville has made a priority of addressing the homeless issue by participating in various community efforts. In collaboration with Pitt County Government and other partners, a "Project Homeless Connect" event was held March 2012. This event initially served three hundred and fifty (350) "at risk" or homeless individuals and their families. Pitt County Government has taken the lead in this event and scheduled to be held again in October 2014.

In addition, City Staff and Elected Officials will continue to serve on the 10-Year Plan to End Homelessness Advisory Committee, as well as the Continuum of Care.

Special Needs Strategy

To address individuals and families with special needs, the City provided local non-profit organizations with CDBG funds to assist with job training and placement of ex-offenders re-entering society, victims of domestic violence, and at risk youth development.

Moreover, the City of Greenville recognizes that over the next five (5) years there will be an influx of both veterans and Hispanics into the community. A high percentage of veterans are at risk of becoming homeless, and many need supportive housing options. Furthermore, during the course of completing the 2013-2018 five (5) year Consolidated Plan, staff was made aware that the Hispanic population is in disproportionately greater need within our community. Therefore, staff has planned to take action to help mitigate these issues over the next five (5) years.

Community Development Strategy

During FY 2015-2016, the City used CDBG funds to gain site control for several facilities within the West Greenville Redevelopment Area. There is an ongoing strategy to provide Census Tracts 7.01 and 7.02 additional quality of life amenities.

The City is in the process of designing and preparing for Phase II of a streetscape project associated with the major thoroughfare (West Fifth Street) that runs through the West Greenville Redevelopment Area. The project is scheduled to begin early 2016 based on the outcome of a General Obligation Bond Referendum. This project is “shovel ready” and can begin as soon as the funding is available.

Economic Development Strategy

The City of Greenville takes a comprehensive approach to grow communities and neighborhoods. Only recently has the City of Greenville embraced economic development. In communities and neighborhoods of low wealth, the economy is just as important as the affordability of the housing.

Over the next five (5) years, the City will continue to utilize CDBG funds for small businesses and entrepreneurs within low wealth communities. Creating a neighborhood commercial and business friendly environment is a top priority. Furthermore, we will pursue non-profit agencies that provide workforce development initiatives that teach middle skills and beyond.

SECTION 2 – HOUSING NEEDS

Public Housing Strategy

There are four (4) Public Housing Authority managing agencies in the Pitt County area, which include Greenville Housing Authority with a total of seven hundred fourteen (714) units; Mid East Commission who manages a total of one hundred thirty five (135) units in three (3) towns, Farmville Housing Authority who manages one hundred seventy four (174) units, and Ayden Housing Authority who manages one hundred seventy five (175) units. Each of the mentioned Public Housing Authorities receives federal funds to modernize and repair public housing units. None of the public housing authorities in Pitt County have been designated as “troubled” agencies or otherwise performing poorly.

During Program Year 2015-2016, the City of Greenville Community Development Department, Housing Division continued in partnership with the Greenville Housing Development Corporation, a non-profit extension of the Greenville Housing Authority, to implement a lease/purchase program utilizing rehabilitated single family units for low to moderate income residents in the West Greenville 45-Block Revitalization Area. Moreover, the City deeded two (2) lots to the Greenville Housing Development Corporation for the construction of new single-family residential units. These units will be designated for both homeownership and rental purposes.

Foster and Maintain Affordable Housing

The City of Greenville continually seeks methods for fostering and maintaining affordable housing. During the 2015-2016 Program Year, funds were reserved for downpayment assistance to low-moderate income homebuyers within the City of Greenville. These funds are used to address goals for increasing homeownership within the West Greenville Redevelopment Area. Funding from previous years has also been made available to homebuyers as downpayment assistance. The provision for downpayment assistance decreases the amount of financing and or private source of funding a homebuyer needs in order to purchase a home. This past fiscal year, three (3) homebuyers utilized the HOME program.

The City also provides assistance with local bond funds to aide with downpayment or closing costs. Bond funds are awarded to qualifying applicants as a zero interest loan up to 10 percent of the purchase price of the home and amortized over ten (10) years. During the 2015-2016 Program Year, two (2) homebuyers utilized this program.

Eliminate Barriers to Affordable Housing

The City of Greenville provides homeownership counseling for potential homebuyers. The City also offers a Homeownership Academy that provides participants with the opportunity to gain a working knowledge of the home buying process and to prepare financially to purchase a home within the West Greenville Revitalization Area. At the completion of the program, participants receive a certificate for

\$500 redeemable at closing to assist with the purchase of an existing or new home within the West Greenville Revitalization Area.

There are also other barriers to Affordable Housing. Some of these barriers citizens cannot hope to break through by themselves. Public policy will always affect groups or individuals in one way or the other. However, most of the time policies are put in place to make environments more equitable. There are instances where public policy will adversely affect a minority group more so than others. In Greenville, NC, there are a couple of policies that create barriers to affordable housing.

Non-living wages: Housing prices in Greenville are among the highest in the county, yet wages have not kept up with rents and housing prices. A working adult earning a \$7.25/hour wage makes \$15,080.00/year, which places them just above 30 percent AMI for an individual. An adult would have to work two (2) full-time jobs to place themselves near 80 percent of AMI. In addition, families receiving public assistance, such as Temporary Assistance for Needy Families (TANF) or Supplemental Security Income (SSI) receive a fixed amount of a few hundred dollars a month for basic needs, such as housing, food, and healthcare. Some of these fixed incomes are always in danger of being cut.

Mental illness: The State of North Carolina has pivoted several times in the business of handling mental illness. In 2001 the State Legislature created the "Mental Health Systems Reform Act". The state privatized the arrangement of local and regional mental health services; thus, requiring that local jurisdictions contract out delivery of services. As a result, most would note the quality of care that North Carolinians with mental illness receive has declined. Moreover, allegations of fraud and waste have increased. The most recent pivot is to cut funding to many of the Family Care Homes around the state. This would certainly adversely affect a small group of people, and potentially make them homeless.

Financing: In the financial industry, credit terms are tightening and lenders are paying more attention to widening gaps in sources which requires more money up front from the borrowers. Historically borrowers negotiated with lenders based on the borrower's creditworthiness, collateral and track record. For various reasons the lenders are looking beyond just the numbers of the borrowers. Public policy allowed the bank and other financial institutions to relax lending standards over a decade, and now those standards have tightened – along with the lending mentality. The lack of available financing for low-moderate income households will become a larger barrier to affordable housing over the next five (5) years.

During the 2013-2014 Program Year, staff implemented a new program. This program targets low-moderate income citizens; however, everyone is invited to attend. Staff implemented a monthly financial literacy class held within the library in the City's Redevelopment Area. The curriculum is based directly on the Federal Insurance Deposit Corporation (FDIC) Money Smart Program. During the 2015-2016 Program Year, staff continued to provide additional funding to this program for marketing purposes. There has been an increase in attendance for the program.

SECTION 3 - COMMUNITY DEVELOPMENT BLOCK GRANT

Relationship of Expenditures to Priority Needs

During the 2015-2016 Program Year, Community Development Block Grant (CDBG) activities were conducted in accordance with the priority goals and objectives identified in the 2013-2018 Consolidated Plan. Greenville's total CDBG program allocations for 2015-2016 Program Year was \$800,219. Funds were distributed among owner-occupied housing rehabilitation; acquisition of dilapidated/substandard properties; clearance and demolition; assistance to nonprofits, economic development, and administration. As per regulation, a jurisdiction cannot spend more than 15 percent of its allocated grant amount on public services and cannot spend more than 20 percent on administrative costs, irrespective of actual expenditures during the program year.

According to the Integrated Disbursement and Information System (IDIS) PR26 Financial Summary Report, the City of Greenville spent 11.81 percent of its allocated Program Year 2015-2016 grant amount on public services and 19.34 percent of its allocated grant amount on administration costs.

Low/moderate Area Benefit

Excluding costs for planning and administration, all CDBG expenditures during FY 2015- 2016 went toward activities and projects with a national objective of benefitting low to moderate income residents or low to moderate income areas.

Amendments and Other Changes to Programs

None.

National Objective Failures

None.

Actions Taken to Avoid Displacement

Efforts are made to avoid displacement. Should a family occupy a structure that is not a feasible rehabilitation project or unit and the structure is contributing to a slum/blighting situation, the family is then relocated. Downpayment assistance is offered to tenants that qualify under program guidelines for purchase of a home. The property can also be rehabilitated under our owner-occupied rehabilitation program. When displacement is necessary, efforts are in place to relocate the person(s) to comparable, decent, safe, and sanitary housing. All efforts are made to find units within the same neighborhood however per Uniform Relocation Act (URA) regulations; it is ultimately the decision of the individual as to where they chose to relocate.

Compliance with Uniform Relocation Act

All necessary measures for complying with Uniform Relocation Act guidelines have been met and the necessary documentation is located in the files.

If Jobs Were Filled With Over Income People

None

For Limited Clientele Activities, if any

Public service funds were provided to one (1) non-profit organization serving only homeless individuals and families, and victims of domestic violence.

Rehabilitation Accomplishments and Costs

Fifteen (15) owner-occupied rehabilitation units were completed at a cost of approximately \$366,432.91 including matching state and local funds.

Property Acquisition

One (1) substandard property was acquired at a cost of \$37,500.

Units Completed For Each Type of Program

- Fifteen (15) owner-occupied rehabs were completed
- Three (3) down payment assistance (deferred loans) were administered
- One (1) Small Business Competition deferred loan was administered
- One (1) home was cleared of Lead-Based Paint Hazards
- Five (5) public service grants were awarded to public service agencies serving low income clients
- One (1) substandard property was acquired
- Two (2) substandard units were demolished and removed
- One (1) displaced tenant was relocated
- Three (3) new single-family homes were constructed

CDBG Expenditures for Rehabilitation

\$245,045.34

Other Funds Invested

The City of Greenville used state and local funds to perform urgent repairs and provide energy efficiency.

Delivery Costs

\$148,905 (Rehab Section Salaries)

Neighborhood Revitalization Strategy Area, if any

The NRSA was not established during this program year. However, the City of Greenville did receive official notification from the U.S. Department of Housing and Urban Development on June 16, 2015 that the City's application for the establishment of an NRSA was approved.

The City will be required to provide performance outcomes within the established NRSA in every CAPER from this point forward.

CDBG Financial Summary Attachments

See attached.

- Reconciliation of cash balances (Federal Cash Transaction Reports)
- Program income, adjustments and receivables

Summary of Activities Accomplishments (CDBG and HOME):

Activities accomplished during the reporting period included the following:

- Fifteen (15) owner-occupied rehabilitations were completed
- Three (3) down payment assistance (deferred loans) were administered
- One (1) Small Business Competition deferred loan was administered
- One (1) home was cleared of Lead-Based Paint Hazards
- Five (5) public service grants awarded to public service agencies serving low income clients
- One (1) substandard property was acquired
- Three (3) substandard units were demolished and removed
- One (1) displaced tenant was relocated
- Three (3) new single-family homes were constructed

SECTION 4 - HOME INVESTMENT PARTNERSHIPS PROGRAM

Distribution of HOME Funds Among Identified Needs

During the 2015-2016 Program Year, HOME program resources totaled \$383,808. HOME funds were provided to assist with new construction, housing rehabilitation, downpayment assistance, and administrative costs. While efforts to increase new housing units continued, the City also continued to support the existing housing stock through housing rehabilitation. Four (4) housing rehabilitation activities were completed by the City of Greenville from the HOME program. Total costs of each rehab ranged from \$40,000 to \$70,000. Additional rehabs were underway at the end of the Program Year. Other activities included the provision of down payment assistance to one (1) low-income, first-time homebuyer through the City of Greenville. All completed activities, achieve identified needs and objectives as found in the adopted Consolidated Plan. Moreover, all activities are monitored for compliance with program guidelines. The City of Greenville maintains the necessary documentation, monitors all CHDO's and associated properties, and provides daily assistance to members with program rules and regulations as well as the requisition of funding.

HOME Match Report (HUD 40107A)

According to the HOME final rule 24 CFR Part 92, Participating Jurisdictions (PJs) under the HOME program must provide a 25 percent non-federal match for eligible HOME activities (minus administration costs). For FY 2015-2016, Greenville used Local Affordable Housing Bonds and General fund dollars to provide a match needed for the grant and carried forward a match credit of \$1,165,601.13.

Contracting Opportunities For MWBE's

Submittal of each annual CAPER must also include Part III of HUD Form 4107, otherwise known as the HOME Annual Performance Report. Specifically, this report is used to report on the contract and subcontracting opportunities with MBEs and WMEs for any HOME projects completed during Program Year 2015-2016. While there are no statutory requirements for contracting with a MBE or WBE, HUD uses this report to determine the outreach efforts of the Division to MBEs and WBEs.

Summary of Results of Onsite Inspections of HOME Rental Units

During the 2015-2016 Program Year, a total of twelve (12) units were inspected. On an annual basis, properties are inspected to determine if they meet safe, decent and sanitary conditions. No HOME units were developed during the reporting period. The onsite inspections include:

- Winslow Pointe -3
- Metropolitan - 5
- Streets to Home - 2

Assessment of Effectiveness of Affirmative Marketing Plans

The City routinely solicits minority and female contractors to provide services. Each advertisement encourages minority and female business owners to apply where applicable. Efforts include advertising in local minority publications where available. While affirmative marketing plans are in place, the availability of minority and female owned businesses is limited within the City of Greenville. No HOME assisted units were developed during the reporting period.

Information About the Use of Program Income

Any program income generated through the HOME program is reallocated to program activities as soon as the funds are received. This allows the City to further its efforts within low wealth communities.

Analysis of Successes and Failures and Actions Taken to Improve Programs

The Housing Division consistently evaluates the HOME Program for efficiency and continually updates the requirements and procedures as needed.

ATTACHMENTS FOR CDBG PROGRAM INCOME;
ADJUSTMENTS AND LOANS & RECEIVABLES

Program Income

1. Total program income to revolving funds:
(Identify by fund type and amount)

Entitlement Funds

\$15,081.72

These funds are program income from loan payments that were reprogrammed for Housing Rehabilitation.

2. Float-funded activities: *None*
3. Other loan repayments by category: *None*
4. Income received from sale of property: *\$0*

Prior Period Adjustments

1. Reimbursement made for disallowed costs: *None*
 - Activity name
 - Activity number
 - Program Year expenditure was reported
 - Amount returned to program account

Loans and Other Receivables

1. Float-funded activities outstanding as of the end of the reporting period: *None*
2. Total number of loans outstanding and principle balance as of the end of the reporting period: *Two (2) loans with a balance of \$24,205.51.*
3. Parcels acquired or improved with CDBG funds that are available for sale as of the reporting period: *None*
4. Number and amount of loans in default and for which the balance was forgiven or written off during the reporting period: *None*

Lump sum drawdown agreement: *None*

ATTACHMENTS FOR HOME PROGRAM INCOME;
ADJUSTMENTS AND LOANS & RECEIVABLES

Program Income

1. Total program income to revolving funds:
(Identify by fund type and amount)

Entitlement Funds

\$12,321.15

These funds are program income from loan payments that were reprogrammed for Housing Rehabilitation.

2. Float-funded activities: *None*
3. Other loan repayments by category: *None*
4. Income received from sale of property: *\$0*

Prior Period Adjustments

1. Reimbursement made for disallowed costs: *None*
 - Activity name
 - Activity number
 - Program Year expenditure was reported
 - Amount returned to program account

Loans and Other Receivables

1. Float-funded activities outstanding the end of the reporting period: *None*
 - a. Total number of loans outstanding and principle balance as of the end of the reporting period: *None*
2. Parcels acquired or improved with HOME funds that are available for sale as of the end of the reporting period: *None*
3. Number and amount of loans in default and for which the balance was forgiven or written off during the reporting period: *None*

Lump sum drawdown agreement: *None*



City of Greenville, North Carolina

Meeting Date:
10/17/2016
Time: 6:00 PM

Title of Item: Agreement between the City of Greenville, Electricities, and Retail Strategies LLC for retail analysis and recruitment

Explanation: **Abstract:** The City of Greenville has worked with Electricities and Retail Strategies LLC to pursue a retail study and three-year partnership agreement for the purpose of retail recruitment. Because the City is a member of Electricities, Electricities agreed to contribute half of the total cost of this contract.

Explanation: To better understand the City's role as a regional hub, Economic Development staff would like to establish an agreement to provide consulting services with Electricities and Retail Strategies (RSA). RSA will study the retail potential for the entire Greenville MSA (with a specific emphasis on areas north of the river and uptown), conduct a market analysis, provide recruitment strategies, and recruit retailers on behalf of the City (and Pitt County). In addition to a detailed market analysis for the entire MSA, Retail Strategies will also provide a focused review for north of the Tar River and uptown Greenville. The in-depth analysis for north of the Tar River and uptown Greenville was included in this contract in an effort to carry out City Council's desire to improve economic vitality north of the Tar River and uptown expressed during the 2016 Planning Retreat.

After the market study is complete (which takes approximately 90 days to complete), RSA will represent the City at trade shows and events for three years to recruit retailers on the City's behalf. This is noteworthy, as RSA is composed of former retail site selectors and commercial real estate agents who have existing relationships with large national retail companies across the United States.

Fiscal Note: The total cost of the contract is \$90,000 over a three-year period to be paid in three installments. Electricities, Pitt County, and Uptown Greenville agreed to financially contribute to this project. Electricities is responsible for \$45,000. The City of Greenville will pay the remaining \$45,000; however, Pitt County will contribute \$21,500 and Uptown Greenville is contributing \$2,000 to the

City. Contributions by Pitt County and Uptown Greenville will be by reimbursement. The funding for this contract is included in this year's Office of Economic Development budget.

Recommendation: Staff recommends approval of the attached professional services agreement with Electricities and Retail Strategies LLC

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

Attachments / click to download

 [Retail Strategies Contract](#)

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE CONSULTING SERVICES

This Professional Services Agreement to Provide Consulting Services (this “Agreement”) made and entered into this the ___ day of _____, 2016, by and between the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part, (the “Client”), Retail Strategies, LLC, an Alabama limited liability company, Party of the Second Part, (the “Consultant”), and Electricities of North Carolina, Inc., Party of the Third Part, (“ElectriCities of NC”).

R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

ElectriCities of NC desires to assist the Client in receiving the consulting services of the Consultant.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client, the Consultant, and ElectriCities of NC, intending to be legally bound, do hereby agree as follows:

1. **CONSULTING SERVICES.** The Consultant agrees to provide the following professional consulting services to the Client (the “Services”). The focus areas will include but are not limited to Uptown Greenville and North of the Tar River.
 - A. **Research.** The Consultant will identify the Client’s retail trade area using a blend of demographics, political boundaries, drive times and/or custom boundaries. The Consultant will perform market and retail analysis based on current industry standards at the time such reports are run. The Consultant will map retail locations and analyze opportunities given local and macro retail trends.
 - B. **In-Market Real Estate Analysis.** The Consultant will analyze existing shopping centers and retail corridors and actively reach out to local brokers and real estate owners. The Consultant will identify, evaluate and catalogue priority commercial properties for development or redevelopment based on their highest-and-best-use. The Consultant will identify priority business categories to expand locally and to recruit to the area.
 - C. **Retail Recruitment.** The Consultant will proactively recruit businesses for targeted zones through the contact of a minimum of 30 retailers, restaurants, brokers or developers. The Consultant will regularly update the Client Representative on retail recruitment efforts via email, telephone and the Consultant’s client web portal known as “Basecamp.” The Consultant will visit the Client’s market once per calendar year. The Consultant will represent the Client at International Council of Shopping Center conferences and provide updates according to the yearly conference schedule.

D. Updates. The Consultant will deliver to the Client a Retail Recruitment Plan no later than 90 days from the Project Start Date (as defined in Section 2 below). The Consultant will provide the Client Representative with full recruitment activity updates within three business days of receipt of a request from the Client Representative (as defined in Section 4 below).

2. TERM. The Consultant will notify the Client of the date (the “Project Start Date”) when the Consultant receives from the Client payment of the first installment of the Consulting Fee (as defined below). The Consultant’s engagement and provision of Services will commence upon the Project Start Date. The Consultant’s engagement and this Agreement will terminate automatically on the third anniversary of the Project Start Date (the “Term”) unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, the Consultant, and ElectriCities of NC, may extend the Term at its option for successive one year periods on such terms and conditions as the Client, the Consultant and ElectriCities of NC, may agree upon in writing.

3. CONSULTING FEE.

A. Consulting Fee. The complete cost for the Consultant to provide the services under this Agreement shall be \$90,000 (the “Consulting Fee”). In consideration for providing the Services, the Client agrees to pay the Consultant a portion of the Consulting Fee in an amount equal to \$45,000. The Client and the Consultant along with ElectriCities of NC, as provided in paragraph 9 below, agree that ElectriCities of NC will be responsible for the remaining \$45,000. Payments are due within 30 days of receipt of the invoice. An invoice will be sent 60 days prior to the payment date for years 2 and 3 The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount	Responsible Party
Year One	Upon execution of this Agreement	\$20,000.00	Client
	Upon Delivery of Retail Recruitment Plan	\$20,000.00	ElectriCities of NC
Year Two	On or before the 1 st anniversary of the Project Start Date	\$12,500.00	Client
	On or before the 1 st anniversary of the Project Start Date	\$12,500.00	ElectriCities of NC
Year Three	On or before the 2 nd anniversary of the Project Start Date	\$12,500.00	Client
	On or before the 2 nd anniversary of the Project Start Date	\$12,500.00	ElectriCities of NC

B. Payment Default. If the Client or ElectriCities of NC fail to pay any portion of the Consulting Fee for which they are responsible on the requisite payment date, the Consultant will immediately cease all Services, including but not limited to: (1) negotiation of incentive agreements; (2) all recruiting and marketing efforts; (3) representation of the

Item # 7

Client at trade shows; (4) booking meetings for the Client with prospective retailers; and (5) including the Client in marketing materials.

4. CLIENT INFORMATION AND ACCESS.

- A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.
- B. To facilitate such access and Consultant's delivery of the Services, the Client designates the Economic Development Liaison for the City of Greenville, currently Christian Lockamy as the Consultant's primary point of contact (the "Client Representative"). The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will also have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to Consultant's activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, Chamber of Commerce etc.).
- C. The Client hereby authorizes the Client Representative to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates.

5. INTELLECTUAL PROPERTY. As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultant in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality, to the extent permitted by North Carolina law.

6. TERMINATION.

- A. **By the Client/ElectriCities At-Will.** The Client and/or ElectriCities may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. If the Agreement is so terminated, the Consultant will refund a pro-rated portion of the Consulting Fee previously paid for the contract period according to **Item #7**

percentage of the work not yet completed at the time the notice of termination is received. In no event will termination under this section require the Consultant to refund for work completed, time spent, or cost incurred in connection with services prior to notice of such termination.

- B. **By the Client/ElectriCities Upon the Consultant's Default.** The Client and/or ElectriCities of NC may notify the Consultant within 90 days of the day that the Client and/or ElectriCities knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client and/or ElectriCities may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client and ElectriCities of NC. Within 30 days of such termination of this Agreement, the Consultant will refund to the Client and ElectriCities of NC a pro rata portion of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- ~~D.~~ **By the Consultant Upon Default.** The Consultant may notify the Client and ElectriCities of NC within 90 days of the day that the Consultant knows or should have known that the Client and/or ElectriCities of NC breached this Agreement. The breaching party will have 30 days following receipt of such notice to cure any alleged breach. If the breaching party fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid by the breaching party prior to such termination of this Agreement is earned when paid and nonrefundable. Within 30 days of such termination of this Agreement, the Consultant will refund to the non-breaching party a pro rata portion of the Consulting Fee previously paid by the non-breaching party for the contract period during which such termination occurs based upon the number of days remaining in such contract period.

7. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: City of Greenville, NC
P.O. Box 7207
Greenville, NC 27835
Email: CLockamy@GREENVILLENC.GOV
Fax: (252) 329-4483
Attention: Christian Lockamy

Consultant: Retail Strategies, LLC
120 18th Street South, Suite 201
Birmingham, AL 35233
Email: Ashton@retailstrategies.com

Fax: (205) 313-3677
Attention: ASHTON L. ARRINGTON

ElectriCities of NC: ElectriCities of North Carolina, Inc.
1427 Meadow Wood Boulevard
Raleigh, NC 27604
Email: _____
Fax: _____
Attention: _____

or to such other address as may be furnished in writing by a party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. INDEPENDENT CONTRACTOR. The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. ELECTRICITIES OF NORTH CAROLINA OBLIGATION: Acknowledging that it has received good and valuable consideration, ElectriCities of NC is executing as a party to this Agreement acknowledging and accepting its obligation to pay the portion of the consulting fee pursuant to section 3A above.

10. STANDARD TERMS.

- A. **Affiliated Services:** The Client acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage, development, leasing, management and similar fees. In connection with the Services and with the prior written permission of the Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.
- B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services. This Agreement shall be interpreted and enforced under the laws of the State of North Carolina. In the event of any dispute between the parties, the parties agree that venue will be in the state courts of Pitt County North Carolina.
- C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.
- D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity

any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

- E. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- F. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- G. **Force Majeure:** No party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- H. **Limitation on Liability; Sole Remedy:** Each party's liability to the other parties arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee.
- I. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant, the Client, and ElectriCities of NC.
- J. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- K. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- L. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- M. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other parties obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- N. **Waiver:** Non-enforcement of any provision of this Agreement by a party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.

O. **Survival:** Section 5, Section 6, and Section 10(H) will survive termination of this Agreement.

P. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Q. **Iran Divestment Act Certification:**

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

R. **E-Verify Compliance:**

The Consultant shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the Consultant utilizes a subcontractor, the Consultant shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Consultant represents that the Consultant and its subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

[SIGNATURE PAGES FOLLOW]



City of Greenville, North Carolina

Meeting Date:
10/17/2016
Time: 6:00 PM

Title of Item: SEED Program Lease and Sublease Agreements

Explanation: **Abstract:** Staff requests that City Council approve a lease of office space in ECU's Willis Building. The office space would be subleased to SEED. By moving SEED to the Willis Building, ECU will become a key partner in the SEED program, improving the program.

Explanation: The Greenville SEED is a co-working space where entrepreneurs can develop, evaluate, and commercialize innovative ideas. At SEED, entrepreneurs can utilize an office environment with access to peers, coaching, desks, high-speed Wi-Fi, and other amenities. The new SEED facility will be located in uptown Greenville at the Willis Building at 300 East First Street.

The proposed lease agreement between East Carolina University (ECU) and the City of Greenville, and the associated sublease agreement between the City and SEED, would effectively move the SEED office from 324 Evans Street (the second floor of The East Group building) to buildings of ECU. The City would pay East Carolina University rent in the amount of \$100 annually for space within the Willis Building; in turn, SEED would sublease this same space from the City for \$100 annually.

Noteworthy, this arrangement adds ECU as a partner and provides an opportunity for ECU students to more readily become entrepreneurs. ECU's involvement has already added dividends. To illustrate these benefits, ECU paid a subject matter expert to recommend improvements related to the SEED program. ECU is providing furniture, access to the auditorium, and janitorial services. For these and other reasons, ECU's presence will bolster the overall effort. This lease shows a commitment by ECU to be involved for the next three years.

Fiscal Note: The proposed arrangement will have no net fiscal impact on the City. Under the proposed one-year lease term, the City of Greenville will pay \$100 annually for SEED's space within the Willis Building, but will receive \$100 annually in

sublease payments from SEED. The parties would have options to mutually renew the lease and sublease for a second year at \$105 annually and for a third year at \$110 annually.

Recommendation: Staff recommends that City Council approve the lease and sublease agreements.

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

Attachments / click to download

[SEED Lease Agreement 8 24 16 w DAH change 1035701](#)

[SubLease Agreement w ECU and Greenville SEED Inc 1036808](#)

STATE OF NORTH CAROLINA
COUNTY OF PITT

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the _____ day of _____, 2016, by and between, the State of North Carolina, for East Carolina University, hereinafter designated as Lessor, and City of Greenville, hereinafter designated as Lessee;

WITNESSETH:

WHEREAS, authority to approve and execute this Lease was delegated to East Carolina University by the General Assembly on July 30, 2007; and further delegated to the Board of Trustees of East Carolina University by the UNC Board of Governors on April 12, 2013; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the City of Greenville, County of Pitt, North Carolina, more particularly described as follows:

Being ± 1,399 net square feet of office space located at Willis Building, Room #s 202, 202A, 202B, 202C, 202E, 202F, and 203; 300 East First Street, Greenville, Pitt County, North Carolina. (Exhibit A – Floor Plan Attached)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this Lease shall be for a period of one (1) year commencing on the _____ day of _____, 2016, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the _____ day of _____, 2017.

2. The Lessee shall pay to the Lessor as annual rental for said premises the sum of \$100.00 Dollars, which sum shall be paid within thirty (30) days of Lease commencement date.

3. The Lessor reserves the right at any time to move the Lessee to similar or like space with sixty (60) days written notice. Moving expenses shall be the responsibility of the Lessee.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, in section 17, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date. Lessor's preferred method for payment is to utilize Automated Clearing House (ACH) payments.

RENEWAL: The Lessee has the option to renew this Lease upon mutual written agreement by both parties for two (2), one (1) year renewal terms if the Lessee shall provide the Lessor no less than sixty (60) days written notice of the intent to so renew prior to the Lease expiration date.

Renewal year two (2): \$105.00

Renewal year three (3): \$110.00

Subsequent years' rental shall be paid in one (1) annual payment within thirty (30) of receipt of invoice. Said renewal is subject to the approval of the Lessor. The terms and conditions remain the same.

4. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the reasonable satisfaction of the Lessee.

A. Lessor agrees to furnish to Lessee, as part of the consideration for this Lease, the following furniture items. Such items shall be left in good condition at Lease termination to the satisfaction of the Lessor.

Room #202	Round table, 4 chairs, 2 love seats, 1 lounge chair, 2 coffee tables.
Room #202 A	No furniture.
Room #202 B	2 metal desk, 2 desk chairs.
Room #202 C	2 metal desk, 2 desk chairs.
Room #202 E	2 wood desks, 2 desk chairs.
Room #202 F	Round table, 4 chairs, 1 wall mounted white board.
Room #203	8 workstation tops, 1 metal desk, 1 lateral file cabinet, 6 workstation dividers, 8 desk chairs, 1 pull-down screen, 1 small shredder.

In addition to the furniture, the Lessee may utilize subject to prior authorization based on availability, with all use subject to Lessor's applicable policies: Auditorium (Room #201), conference room (Room #200), copier/fa/scanner (Room #202D).

B. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.

C. Janitorial services and supplies, maintenance and cleaning of lawns, shrubbery, sidewalks and parking areas.

D. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal, including provision for the handling of recyclable items such as aluminum cans, cardboard and paper. All pesticides must be applied by a licensed technician.

E. Parking permits are responsibility of Lessee.

F. All utilities, including telephones and cable. Long distance telephone charges shall be billed to Lessee quarterly.

G. The leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

H. Any fire or safety inspection fee and stormwater fee will be paid by Lessor.

I. The number of access cards and keys to be provided to Lessee for each lockset shall be reasonably determined by Lessor prior to occupancy, at no cost to Lessee.

5. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee, in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

6. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition reasonably satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

7. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee, and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove its improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

8. If the said premises were destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate this Lease by giving fifteen (15) days written notice to the Lessor.

9. The State of North Carolina, of which Lessor is an agency, is an immune sovereign and is not ordinarily subject to suit. However, the State has enacted the North

Carolina Tort Claims Act, pursuant to which the State and its agencies, including Lessor, may be primarily liable for the torts of their officers and employees, within the terms of the Act. Accordingly, notwithstanding any other provision herein, to the extent that the Tort Claims Act applies, the State's and Lessee's liabilities hereunder are limited and subject to the terms, conditions, defenses and limitations set forth in the Tort Claims Act.

10. Upon termination of this lease, the Lessee will peaceably surrender the-leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

11. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

12. The Lessee shall not assign this Lease or sublet any portion of the Leased Premises without the written consent of Lessor, which shall not be unreasonably withheld. Notwithstanding the foregoing, it is understood and agreed that the Leased Premises may be sublet to Greenville SEED, Inc. in connection with the SEED business incubator program pursuant to a written sublease agreeable to Lessor. Lessor has determined that the SEED business incubator program will assist Lessor in fulfilling its mission, including education, outreach and regional economic development.

13. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina and court actions arising therefrom may be brought only within the courts of the State of North Carolina.

14. This Lease contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior written negotiations or agreements and all prior or contemporaneous oral negotiations or agreements between them regarding the subject matter hereof. This Lease may be amended only in writing which writing must be signed by both of the parties. Any prior Lease covering the Leased Premises in effect as of the date of this Lease between the parties is terminated by the execution of this Lease.

15. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

16. Any hold over after the expiration of the said term, or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

17. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the

United States mail, certified and postage prepaid and addressed as follows: to the Lessee, City of Greenville, c/o Roger Johnson, P.O. Box 7207, Greenville, NC 27835 and the Lessor, East Carolina University, Attn: A. Scott Buck, Associate Vice Chancellor for Business Services, 224 Ragsdale Bldg., Mail Stop 208, Greenville, NC 27858-4353. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

18. North Carolina General Statute §133-32 and Executive Order 24, as applicable, prohibit the offer to, or acceptance by, any employee of Lessor of any gift from anyone with a contract with Lessor, or from any person seeking to do business with Lessor. By execution of this Lease, Lessee attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

19. North Carolina's State Auditor and Lessor's internal auditor shall, upon request, be provided access to persons and all records and other documentation generated as a result of or related to this Lease for the purposes of verifying accounts and data affecting fees, compliance and/or performance, in accordance with N.C. General Statutes § 147-64.7 and § 143-49(9).

20. This Lease shall be binding and inure to the benefit of the Lessee, its successors and assigns.

21. The parties to this Lease agree and declare that no portion of this Lease shall be enforceable by any third party, including, but not limited to, Seed, Inc.

[Signatures begin on following page]

IN TESTIMONY WHEREOF, this Lease has been executed by the parties hereto, in duplicate originals as of the date set forth in the last notary acknowledgements below.

LESSOR:

EAST CAROLINA UNIVERSITY

By: _____

A. Scott Buck
Associate Vice Chancellor for Business Services

Date: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **A. Scott Buck** personally appeared before me this day and acknowledged the due execution by him of the forgoing instrument as the Associate Vice Chancellor for Business Services for East Carolina University in accordance with the authority vested in him for the purpose herein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 20____.

Notary Public

Print Name: _____

My Commission Expires: _____

LESSEE:
CITY OF GREENVILLE

By: _____
Barbara Lipscomb
City Manager

Date: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Barbara Lipscomb personally appeared before me this day and acknowledged the due execution by her of the forgoing instrument as the City Manager of the City of Greenville, in accordance with the authority vested in her for the purpose herein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ____ day of _____, 20____.

Notary Public

Printed Name: _____

My Commission Expires: _____

APPROVED AS TO FORM:

BY: _____
David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION:

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

_____ Date _____
Bernita W. Demery, Director of Financial Services
Account Number _____
Project Code (if applicable) _____

**STATE OF NORTH CAROLINA
COUNTY OF PITT**

**SUBLEASE
AGREEMENT**

THIS SUBLEASE AGREEMENT, made and entered into this the _____ day of _____, 2016, by and between, the City of Greenville a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter referred to as the "CITY" and Greenville SEED, Inc., a North Carolina corporation, Party of the Second Part and hereinafter referred to as "SEED";

WITNESSETH:

WHEREAS, the CITY has leased from East Carolina University office space located at the Willis Building pursuant to a Lease Agreement dated the _____ day of _____, 2016, said Lease Agreement being hereinafter referred to as the Lease;

WHEREAS, the Lease provides that the CITY may sublet the premises leased pursuant to the Lease in connection with the SEED business incubator program; and

WHEREAS, the CITY and SEED have mutually agreed to the terms of this Sublease Agreement;

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, the CITY does hereby sublet and sublease unto SEED and SEED hereby takes and subleases from the CITY for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the City of Greenville, County of Pitt, North Carolina, more particularly described as follows:

Being ± 1,399 net square feet of office space located at Willis Building, Room #s 202, 202A, 202B, 202C, 202E, 202F, and 203; 300 East First Street, Greenville, Pitt County, North Carolina. (Exhibit A – Floor Plan Attached)

THE TERMS AND CONDITIONS OF THIS SUBLEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this Sublease shall be for a period of one (1) year commencing on the _____ day of _____, 2016, and terminating on the _____ day of _____, 2017.
2. SEED shall pay to the CITY as annual rental for said premises the sum of \$100.00 Dollars, which sum shall be paid within thirty (30) days of the Sublease commencement date.
3. The CITY reserves the right at any time to move SEED to similar or like space with thirty (30) days written notice. Moving expenses shall be the responsibility of SEED.

SEED agrees to pay the aforesaid rental to CITY at the address specified in section 16 of this sublease, or, to such other address as the CITY may designate by a notice in writing at least fifteen (15) days prior to the due date.

RENEWAL: SEED may have the option to renew this Sublease upon mutual written agreement by both parties for two (2), one (1) year renewal terms if SEED shall provide the CITY no less than ninety (90) days written notice of the intent to so renew prior to the Sublease expiration date.

Renewal year two (2): \$105.00

Renewal year three (3): \$110.00

Subsequent years' rental shall be paid in one (1) annual payment within thirty (30) days of receipt of invoice. Said renewal is subject to the approval of the CITY. The terms and conditions remain the same.

4. In accordance with the terms of the Lease, the following services and utilities are to be furnished by the CITY in accordance with the CITY's Lease with East Carolina University:

A. The following furniture items. Such items shall be left in good condition at Sublease termination to the satisfaction of the CITY and East Carolina University.

Room #202	Round table, 4 chairs, 2 love seats, 1 lounge chair, 2 coffee tables.
Room #202 A	No furniture.
Room #202 B	2 metal desk, 2 desk chairs.
Room #202 C	2 metal desk, 2 desk chairs.
Room #202 E	2 wood desks, 2 desk chairs.
Room #202 F	Round table, 4 chairs, 1 wall mounted white board.
Room #203	8 workstation tops, 1 metal desk, 1 lateral file cabinet, 6 workstation dividers, 8 desk chairs, 1 pull-down screen, 1 small shredder.

In addition to the furniture, SEED may utilize subject to prior authorization by East Carolina University based on availability, with all use subject to East Carolina University's applicable policies: Auditorium (Room #201), conference room (Room #200), copier/fax/scanner (Room #202D).

B. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.

C. Janitorial services and supplies, maintenance and cleaning of lawns, shrubbery, sidewalks and parking areas.

D. Required fire extinguishers and servicing, pest control, and outside trash disposal, including provision for the handling of recyclable items such as aluminum cans, cardboard and paper. All pesticides must be applied by a licensed technician.

E. Parking permits are responsibility of SEED.

F. All utilities, including telephones and cable. Long distance telephone charges shall be billed to SEED quarterly.

G. The subleased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

H. Any fire or safety inspection fee and stormwater fee will be paid by East Carolina University.

I. The number of access cards and keys to be provided to SEED for each lockset shall be reasonably determined by East Carolina University prior to occupancy, at no cost to SEED.

5. Use of Subleased Premises. During the term of this Sublease Agreement, SEED shall conduct programs and activities at the subleased premises which relate to a business incubator program. SEED shall make no other use of the subleased premises without the prior written consent of the CITY and East Carolina University.

6. Insurance. SEED will at all times during the term of this Sublease Agreement, at its own cost and expense, insure and keep in effect insurance on the subleased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the CITY and East Carolina University named as additional named insureds, written by an insurance company or companies authorized to do business in the State of North Carolina. SEED shall provide the CITY and East Carolina University with a certificate of insurance evidencing said coverage.

7. Indemnity. To the extent permitted and limited by the laws of North Carolina, SEED agrees to indemnify and hold harmless the CITY and its officers and employees from and against any and all liabilities, claims, and demands whether from injury to person, loss of life, or damage to property, associated with the programs and activities conducted by SEED on or within the subleased premises. To the extent permitted and limited by the laws of North Carolina, SEED agrees to indemnify and hold harmless East Carolina University and its officers and employees from and against any and all liabilities, claims, and demands whether from injury to person, loss of life, or damage to property, associated with the programs and activities conducted by the SEED on or within the subleased premises.

8. If the subleased premises were destroyed by fire or other casualty without fault of SEED, this Sublease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of SEED, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, SEED shall have the right to obtain similar office space at the expense of SEED or SEED may terminate this sublease by giving fifteen (15) days written notice to the CITY.

9. The State of North Carolina, of which East Carolina University is an agency, is an immune sovereign and is not ordinarily subject to suit. However, the State has enacted the North Carolina Tort Claims Act, pursuant to which the State and its agencies, including East Carolina

University, may be primarily liable for the torts of their officers and employees, within the terms of the Act. Accordingly, notwithstanding any other provision herein, to the extent that the Tort Claims Act applies, the State's and SEED's liabilities hereunder are limited and subject to the terms, conditions, defenses and limitations set forth in the Tort Claims Act.

10. Upon termination of this Sublease, SEED will peaceably surrender the subleased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which SEED had no control.

11. The CITY agrees that SEED, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this Sublease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

12. SEED shall not assign this Sublease or sublet any portion of the subleased premises without the written consent of the CITY and East Carolina University.

13. This Sublease shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina and court actions arising therefrom may be brought only within the courts of the State of North Carolina.

14. This Sublease contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior written negotiations or agreements and all prior or contemporaneous oral negotiations or agreements between them regarding the subject matter hereof. This Sublease may be amended only in writing which writing must be signed by both of the parties.

15. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

16. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: to the CITY, City of Greenville, c/o Roger Johnson, P.O. Box 7207, Greenville, NC 27835 and to SEED, 302 S. Greene Street, Greenville, NC, 27834. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

17. North Carolina's State Auditor and East Carolina University's internal auditor shall, upon request, be provided access to persons and all records and other documentation generated as a result of or related to this Sublease for the purposes of verifying accounts and data affecting fees, compliance and/or performance, in accordance with N.C. General Statutes § 147-64.7 and § 143-49(9).

18. This Sublease shall be binding and inure to the benefit of SEED, its successors and assigns.

19. Notwithstanding any other provision in this Sublease Agreement, East Carolina University and its officers, employees and agents, shall have no contractual liability to SEED arising from this Sublease Agreement.

[Signatures begin on following page]

IN TESTIMONY WHEREOF, this Sublease has been executed by the parties hereto, in duplicate originals as of the date set forth in the last notary acknowledgements below.

LESSOR:

CITY OF GREENVILLE

By: _____
Barbara Lipscomb, City Manager

Date: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Barbara Lipscomb personally appeared before me this day and acknowledged the due execution by him of the forgoing instrument as the City Manager for the City of Greenville in accordance with the authority vested in him for the purpose herein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2016.

Notary Public

Print Name: _____

My Commission Expires: _____

LESSEE:

GREENVILLE SEED, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, GREENVILLE SEED, INC. of _____, being authorized to do so, executed the foregoing instrument on behalf of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ___ day of _____, 2016_.

Notary Public

Printed Name: _____

My Commission Expires: _____

APPROVED AS TO FORM:

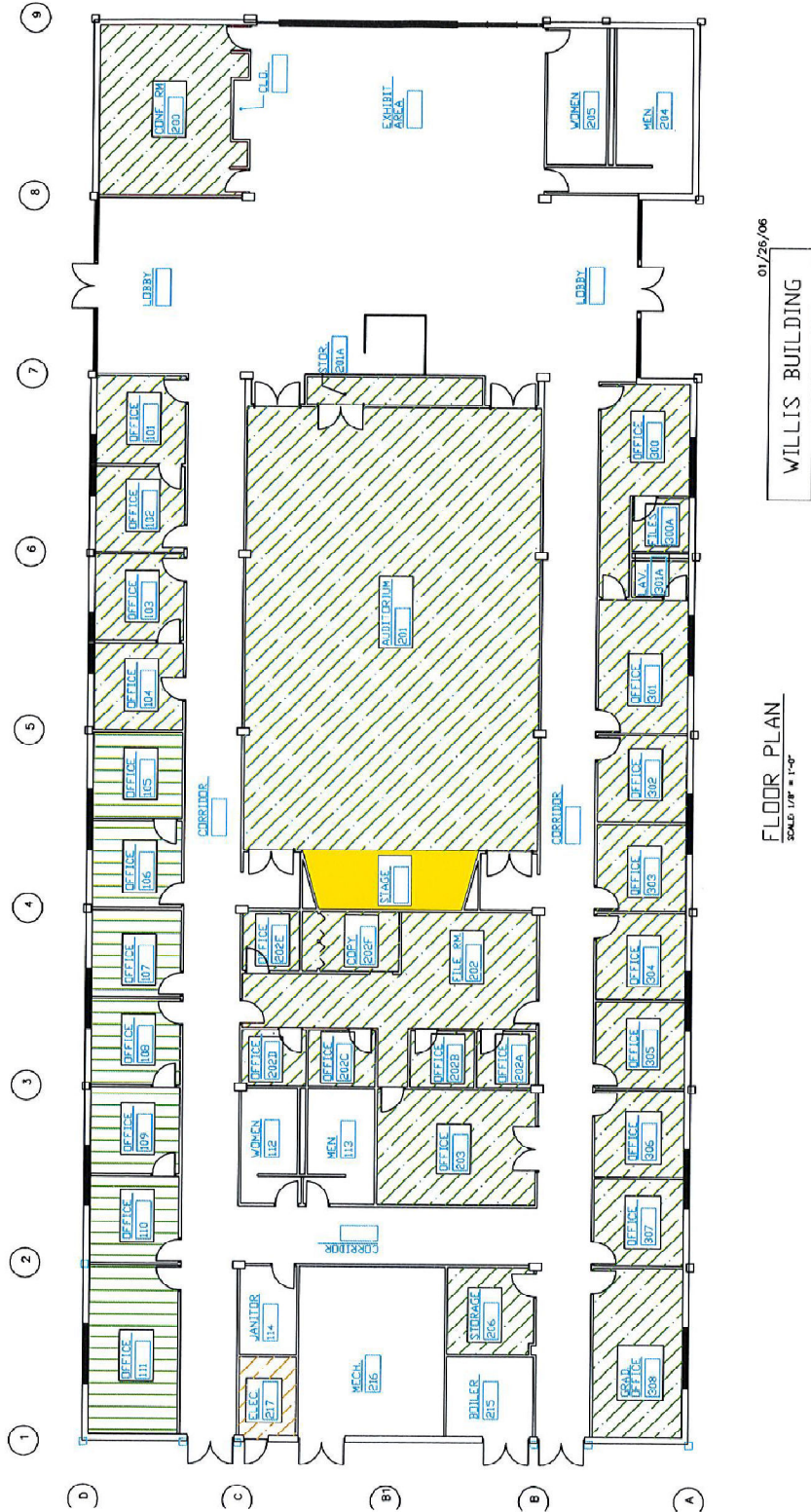
BY: _____
David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION:

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

_____ Date _____
Bernita W. Demery, Director of Financial Services
Account Number _____
Project Code (if applicable) _____

EXHIBIT A Floor Plan



01/26/06
WILLITS BUILDING

FLOOR PLAN
SCALE 1/8" = 1'-0"



City of Greenville, North Carolina

Meeting Date:
10/17/2016
Time: 6:00 PM

Title of Item: Contract with Vidant Corporate Health for Employee Health Clinic

Explanation: **Abstract:** Staff will be presenting a contract with Vidant Corporate Health to provide healthcare services to the City's employees at a City employee health clinic which is proposed to be located at the current Gardner Training Center. Staff will also be recommending the refurbishment of the Gardner Training Center to make the location conducive to providing healthcare services.

Explanation: At the April 18, 2016 City Council Budget Workshop, staff presented the concept of an employee health clinic that would serve to reduce the City's health insurance claim expenses while providing the City's employees the benefit of a new healthcare service provider with a zero co-pay. Waived employee co-pays would save the employee \$20 for each primary care physician visit performed at the employee health clinic versus an independent physician and/or urgent care office. Various other benefits related to the operation of an employee clinic were discussed at the April 18th workshop. Such benefits include:

- Reduced work lost time and absenteeism
- Lower workers' comp claims cost
- Improved access and convenience
- Enhancement of the City's wellness program
- Reduced drug screening and pre-employment screening costs

Council advised staff to further research the viability of an employee health clinic and return with an update at a later time. At the May 12, 2016 City Council meeting, staff presented Council with an update to the proposed structure of an employee health clinic concept. The staff-recommended model included a contract for employee health services through Vidant Corporate Health. The official contract is now being presented to Council for approval.

Under the contractual arrangement presented, Vidant will staff an occupational health nurse at the health clinic for 40 hours per week at an annual cost of

\$114,400. The agreement also allows for the City to contract the services of an Advanced Level Practitioner (ALP). The City would exercise this option and contract an ALP for 8 hours per week at an annual cost of \$45,760. The total annual cost of the agreement would be approximately \$160,160 calculated as follows:

Occupational Health Nurse	\$ 114,400
Advanced Level Practitioner	<u>45,760</u>
Total Contracted Labor	\$ <u>160,160</u>

Through the contract, Vidant will be responsible for full operation of the health clinic based on a schedule of operation to be determined by the City. To start, the clinic would be utilized to serve City of Greenville employees excluding spouses and dependents.

Based on the staffing model proposed, staff is projecting a conservative \$23,936 reduction in the City's net annual health care costs. The following is a summary:

<u>Cost to Operate Health Clinic</u>	
Vidant Contracted Labor	\$ (160,160)
Projected Supply Cost	<u>(2,500)</u>
Total Projected Cost	\$ <u>(162,660)</u>
 <u>Savings to the City</u>	
Reduction in Healthcare Costs	\$ 108,451
Reduction in Workers Comp Claims	8,600
Reduction in Drug Screens/Pre-Employ Costs	<u>69,545</u>
Total Projected Savings	\$ <u>186,596</u>
 Net Savings	 \$ <u>23,936</u>

The health clinic will be operating from the current Gardner Training Center located at 1400 Brownlea Drive, which is adjacent to Peppermint Park on 14th Street. The location of the Gardner Training Center offers a high level of patient confidentiality that is in close proximity to the uptown area. In addition, the Center provides the potential for future expansion in the hopes of expanding the clinic's services over time to include employees' covered spouses and dependents.

Currently, the layout of the Gardner Training Center is not conducive to that of a medical office to treat patients. The Public Works Department has established a projected cost of \$74,860 to bring the center up to standard so as to be utilized as a medical office. Reserve funds within the Health Fund will be used to cover the capital cost of the project. Upon approval of the clinic, it is projected that the clinic will be in operation by April of 2017.

Fiscal Note:

The contract for employee healthcare services through Vidant is \$160,160 based on contract of a nurse practitioner at 8 hours per week and an occupational health

nurse at 40 hours per week. The contract will be funded in the Health Fund through projected savings in healthcare-related expenses. The cost to refurbish the Gardner Training Center is \$74,860, which will also be accounted for in the Health Fund and paid through Health Fund reserves.

Recommendation: Approve the contract with Vidant Corporate Health to provide healthcare services to the employees of the City at the employee health clinic and approve up to \$75,000 for the refurbishment of the Gardner Training Center to make the location conducive to providing healthcare services.

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

Attachments / click to download

-  [Vidant Agreement](#)
 -  [Health Clinic Cost Analysis](#)
 -  [GTC Renovation Costs](#)
-

VH _____

**AGREEMENT BETWEEN
VIDANT CORPORATE HEALTH AND CITY OF GREENVILLE**

THIS AGREEMENT is made and entered into this the ____ day of _____, 20____, by and between University Health Systems, Inc. d/b/a Vidant Corporate Health (hereinafter referred to as "Vidant") and the City of Greenville (hereinafter referred to as "Business").

WITNESSETH

WHEREAS, Business is in need of Occupational Health Services, and is desirous of having Vidant provide such services; and

WHEREAS, Business is in need of the services of an Occupational Health Nurse and, from time to time, the services of related professionals, and is desirous of having Vidant provide its employees to provide such services under the supervision of Vidant; and

WHEREAS, Vidant is desirous of furthering the health status of residents in the region; and

WHEREAS, Vidant has determined that it is in the best interest of the health promotion and disease prevention needs of the region to assist Business by providing such Occupational Health services.

NOW THEREFORE, in consideration of the premises stated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I. VIDANT SHALL PROVIDE:

Services to be provided shall include those set forth below.

A. OCCUPATIONAL HEALTH NURSE SERVICES:

1. **OCCUPATIONAL HEALTH NURSE.** The services of 1.0 FTE Occupational Health Nurse capable of performing the duties set forth in the Occupational Health Nurse Duties Exhibit attached hereto and incorporated herein. Business shall have input into the recruiting/interviewing process with the person ultimately selected being the candidate chosen by the Vidant Director of External Contracts or his/her designee.
2. **ONSITE NURSING SCHEDULE.** The normal hours to be rendered by the Occupational Health Nurse are to be established through mutual agreement of Vidant and the Business.
3. **SUPPLEMENTAL STAFF.** Upon request of Business to Vidant, Vidant will provide the services of supplemental staff in mutually agreeable schedules. Supplemental staff may include but are not limited to the following:
 - Occupational Health Nurse I
 - Occupational Health Nurse II
 - Medical Office Assistant
 - Onsite Physician
 - Health Technician
 - Medical Review Officer
 - Wellness Program Specialist
 - Licensed Practical Nurse
 - Advanced Level Practitioner

4. COMPENSATION. Salary and benefits to the Occupational Health Nurse consistent with those provided to other employees of Vidant.
5. LEAVE. Extended Leave – Vidant will provide continued Occupational Health Nurse services at no additional cost to Business in the event the Occupational Health Nurse selected will be unable to fulfill his/her obligations hereunder for a prolonged period of four (4) weeks or longer. Benefit Time Leave such as vacation, holiday and sick – Use of paid benefit time requested by the Occupational Health Nurse and mutually agreeable to both parties will not alter the compensation due from Business for the FTE. Upon request of Business, Vidant may provide supplemental staff coverage if available during the absence of the Occupational Health Nurse at the supplemental rates listed in Article II, Section 4.
6. TRAVEL: Reimburse the Occupational Health staff for travel associated with job-related education and/or job responsibilities and requirements at the mileage rate currently allowed by the IRS for business travel.
7. OPERATIONAL POLICIES: An Occupational Health Nurse to follow the operational policies and procedures and medical protocols of Vidant, and applicable Business policies and procedures as well, including but not limited to orientation process, personnel policies, and disciplinary processes of Vidant.
8. REMOVAL: Business may require that Vidant remove the person then serving as Occupational Health Nurse at any time for cause. However, Business shall first notify Vidant pursuant to Article III, Item 9, herein and allow Vidant 30 days to cure, and if it does so, then the current Occupational Health Nurse shall remain. In the event Vidant cannot cure within 30 days, or if Vidant reasonably believes cure cannot be effectuated, then the current Occupational Health Nurse shall be removed by Vidant and replaced by a candidate selected by Vidant, who is qualified to provide the services described in Article I. If both parties, working in good faith, cannot agree on such qualified candidate within 90 days following removal of the person last serving as Occupational Health Nurse, this Agreement shall then terminate.

Business may require that Vidant remove the person(s) then serving in the Occupational Health staff positions for a reason other than for cause upon the condition that Business provide Vidant with 90 days written notice of the request.
9. NOTICE TO Business: Schedule of the meetings and other activities it requires its employee to attend, which are a required part of such employee's position, although separate from the "Professional Development" activities referenced below.
10. ACCESS TO RECORDS: Occupational Health Nurse's most recent evaluations and any required certifications, credentials and/or licenses upon request of Business.
11. INSURANCE: If required by North Carolina law, Vidant shall maintain Workers' Compensation insurance covering its employees who provide services under this Agreement and Employers Liability coverage of at least \$1,000,000.00. Vidant also agrees to procure and maintain, or cause to be procured and maintained, liability insurance or self insurance covering claims, causes of actions, actions, losses, liabilities, damages, and expenses arising out of, caused by or otherwise resulting from the negligence or otherwise wrongful acts or omissions of Vidant, its employees and agents, occurring while each is engaged in activities pursuant to this Agreement. The limits of liability of said insurance shall be at least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) per aggregate. The insurance shall be provided by an insurance company licensed to do business in North Carolina or a company approved in advance by Business, or a program of self-insurance approved in advance by Business. Vidant shall ensure that a current certificate of insurance or proof of self-insurance is supplied to Business at all times this Agreement is in effect. Vidant shall provide to Business with thirty (30) days advance written notice of any cancellation, change in policy limits, or other material modification of the aforesaid policy.

B. OCCUPATIONAL HEALTH CLINIC SUPPORT SERVICES:

1. LAB SERVICES. Vidant will provide lab services to support the screening and monitoring of occupational health patients.
2. DRUG SCREENS. Drug screen services will be performed by or under the supervision of a registered nurse or the Occupational Health Medical Director. All collections will be performed in accordance with applicable Federal and State regulations, in compliance with Department of Transportation (DOT) procedures, and in accordance with Vidant policies and procedures while protecting the rights of the donor. Testing will be performed by a certified laboratory.

Drug screens which are reported positive will be reviewed by a qualified Medical Review Officer prior to a report being made to the employer.

3. CLINIC SUPPLIES. Vidant will provide Business with clinic supplies upon request, and Business will be billed accordingly.
4. MEDICAL DIRECTOR: Vidant will designate a duly qualified Physician as Medical Director to the Occupational Health Program to provide supervision for the Occupational Health staff providing services for Business.
5. MEDICAL REVIEW OFFICER: Vidant will designate a duly qualified Medical Review Officer to provide review of positive drug screens.
6. WORKERS COMPENSATION: Vidant will provide workers compensation services at its Vidant Corporate Clinic during normal business hours.
7. CONSULTATIVE SERVICES. Vidant will provide consultative services at no additional charge, including onsite consultation, assistance with policy development, start-up plan, and general oversight of the Business Occupational Health program.

C. POST INJURY SERVICES: Services to be provided shall include those specified in the Post Injury Services Exhibit attached hereto and incorporated herein by reference and such other services as designated by Vidant or Business and approved in writing by the parties.

ARTICLE II. BUSINESS SHALL PROVIDE:

1. A safe environment and adequate space for the occupational health services at Business.
2. Such equipment and supplies as the Occupational Health Nurse and Business Designee mutually agree to effectuate the program, including but not limited to healthcare equipment, healthcare supplies, telephone, and computer/monitor.
3. Provide written policies and procedures to define the purpose and circumstances for testing and the consequences of results. Vidant can assist in the development and review of such policies upon request.
4. REIMBURSEMENT: Reimburse Vidant within 30 days of the invoice for the following:
 - a. Occupational Health Nurse services: a total of One hundred fourteen thousand four hundred dollars (\$114,400) divided into twelve equal payments of Nine thousand five hundred thirty-three dollars (\$9533) per full-time equivalent position.
 - b. Supplemental Staff upon mutually agreeable schedule at the following rates per hour of services rendered:

i. Occupational Health Nurse II:	\$55 per hour
ii. Health Technician:	\$25 per hour
iii. Wellness Program Specialist:	\$35 per hour
iv. Advanced Level Practitioner:	\$110 per hour
v. LPN/Care Partner	\$28 per hour
vi. Medical Office Assistant	\$18 per hour
vii. Physician Services	\$185 per hour
 - c. After Hours Call \$200 per incident
 - d. Medical Review Officer – Confirmation of Positive Drug Tests \$30 each
 - e. Laboratory and supplies will be billed monthly pursuant to the current fee schedule published by Vidant at the time of service or order.
 - f. If Vidant provides additional services or program supplies at the request of Business, Vidant shall invoice Business for such items, at agreed-upon price.
 - g. Overtime requested by Business will be reimbursed at the regular hourly rate times 1.5.

5. REPORTS: Submit to Vidant quarterly reports regarding the performance of the Occupational Health Nurse, and shall participate with Vidant in preparing an annual appraisal of the Occupational Health Nurse.
6. PROFESSIONAL DEVELOPMENT: Vidant shall direct and determine the continuing education the Occupational Health Nurse is to receive, but Business shall allow Occupational Health Nurse to receive at least 24 continuing education contact hours per year to pursue his/her professional development, including but not limited to educational and certification requirements, as deemed necessary or desirable by Vidant. All requests must be approved by Vidant designee and the Business designee. Use of paid education time does not alter compensation due from Business.
7. DISCIPLINARY ACTION: Report to Vidant any disciplinary or other personnel matters directly involving the Occupational Health Nurse.
8. OCCUPATIONAL HEALTH NURSE SCHEDULE: Acknowledges and understands that Vidant requires its employee to attend various meetings and similar, related activities as part of the employee's job requirements. Business understands this will require the employee to be away from Business for such activities, and that this does not alter the compensation due to Vidant. Business acknowledges that it is contracting for full-time professional services in Article I. 1., and as such, understands that paid benefit time is included as part of that compensation (i.e. sick leave, vacation, holiday, education time, etc).
9. BUSINESS DESIGNEE: Designate a Business employee to provide day-to-day operational direction for the Occupational Health Nurse related to the Business services.
10. AUTHORIZED USE OF INFORMATION AND MATERIALS: Acknowledges that some or all of the information and materials furnished pursuant to this agreement are confidential and proprietary, and constitute trade secrets and know-how of Vidant and Business, its officers, agents and employees shall not, during the term of this agreement or thereafter, disclose such information without Vidant's or Business's prior written consent.
11. INSURANCE: If required by North Carolina law, Business shall maintain Workers' Compensation insurance covering its employees and Employers Liability coverage of at least \$1,000,000.00. Business also agrees to procure and maintain, or cause to be procured and maintained, liability insurance or self insurance covering claims, causes of actions, actions, losses, liabilities, damages, and expenses arising out of, caused by or otherwise resulting from the negligence or otherwise wrongful acts or omissions of Business, its employees and agents. The limits of liability of said insurance shall be at least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) per aggregate. The insurance shall be provided by an insurance company licensed to do business in North Carolina or a company approved in advance by Vidant, or a program of self-insurance approved in advance by Vidant. Business shall ensure that a current certificate of insurance or proof of self-insurance is supplied to Vidant at all times this Agreement is in effect. Business shall provide to Vidant with thirty (30) days advance written notice of any cancellation, change in policy limits, or other material modification of the aforesaid policy.
12. RESTRICTIVE COVENANT: Agrees that Business will not hire any Vidant Occupational Health Nurse for the term of this agreement and twelve months thereafter. If Business violates this condition, Business shall pay Vidant liquidated damages in an amount equal to twelve (12) times the Vidant average monthly occupational health nurse fee.

ARTICLE III. GENERAL AND MUTUAL PROVISIONS:

1. TERM AND TERMINATION: The term of this Agreement shall begin as of the date hereof and continue for a period of twelve months. Thereafter, the Agreement may be renewed for such terms as the parties shall agree in writing. Either party may terminate this Agreement without cause upon thirty days' advance notice to the other party.
2. MODIFICATION OF DUTIES: Should the parties agree to allow the Occupational Health Nurse to provide additional services or otherwise modify the duties, the parties will each identify and approve the job modification in writing duly executed by both parties.
3. PERFORMANCE REVIEWS: Business and Vidant will hold meetings, as necessary, to review Vidant's employee's performance. Dates and times for such meetings will be arranged by mutual agreement of the parties.

4. ASSIGNMENT: This agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations without first obtaining the written consent of the other party unless otherwise provided for in this Agreement. Any purported assignment without prior written consent from the other party shall render this agreement voidable by the other party. Vidant may assign or subcontract any of its rights or obligations to an affiliate, parent, subsidiary, East Carolina University Brody School of Medicine, or to a certified laboratory.
5. EQUAL OPPORTUNITY: Neither party shall discriminate because of race, color, religion, sex, age, national origin, disability, or status as a veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning their employees or independent contractors. In addition, each party affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to, Executive orders 11246 amended by 11375 and 12086, 12138, 11625, 11758, and 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Civil Rights Act of 1964; Americans With Disabilities Act; and any additions or amendments thereto.
6. FORCE MAJEURE: In the event either party is prevented from performing hereunder due to an act of God, flood, war, epidemic, fire, earthquake, labor dispute, embargo, governmental action imposing quotas not heretofore imposed, a change in laws adversely affecting the import or export of an essential part or material, in insurrection, or other similar event beyond the reasonable control of the party invoking this section, and if such party shall have used reasonable efforts to mitigate its effects, and provided that such party shall have given prompt written notice to the other party, then delay or failure of performance due to events occurring hereunder shall be excused, and the time for performance shall be extended for the period of delay or inability to perform due to such occurrences. Notwithstanding the excuse of Force Majeure, the other party may terminate this Agreement without being held in breach if the invoking party is unable to continue with performance within sixty (60) days after the initial occurrence of such event.
7. HEADINGS: The headings and numbers of sections and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
8. JURISDICTION: This Agreement has been entered into in the State of North Carolina, County of Pitt, and all questions with respect to the construction of this Agreement and rights and liabilities of the parties shall be governed by the laws of the State of North Carolina.
9. NOTICE: Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered personally or 3 days after being mailed by certified mail, return receipt requested, to the following addresses:

Vidant Corporate Health
2100 Stantonsburg Road
P.O. Box 6028
Greenville, NC 27835-6028
Attention: Bobbie Jo Vaughn, Manager
Copy to: Office of General Counsel
P. O. Box 6028
Greenville, NC 27835

City of Greenville
200 W. Fifth Street
P.O. Box 7207
Greenville, NC 27835-7207
Attention: Leah B. Futrell, Director of Human Resources
Copy to: City Attorney's Office
P.O. Box 7207
Greenville, NC 27835-7207

10. OBRA COMPLIANCE: The parties agree that upon request they will make their books, documents and records available to the Secretary of Health and Human Services, the Comptroller General, or their duly Authorized representative to the extent required by Section 952 of the Omnibus budget Reconciliation Act of 1980 and will obtain a similar agreement from any related subcontractor whom they engage to perform on their behalf.
11. SEVERABILITY: If any provision of this Agreement is determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of the Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.
12. WAIVER: The failure by the party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by either party of a breach of any provision hereof be taken to be held to be a waiver of such provision.

13. INDEPENDENT CONTRACTOR: This Agreement does not constitute Vidant, its employees and agents as employees, agents or legal representatives of Business for any purpose whatsoever, it being the intent of the parties hereto to create the relationship with Vidant, its employees and agents of an independent contractor for whose actions or failure to act, Business shall not be responsible. The parties shall not exercise control or direct the manner in which other parties perform their duties hereunder except to assure compliance with this Agreement. The parties further agree that Vidant, its employees and agents are not eligible for any Business employee benefits whatsoever and do not possess any rights or privileges as generally established for the company's employees.
14. HOLD HARMLESS AND INDEMNIFICATION: To the extent permitted under North Carolina law, Vidant on its behalf, and on behalf of its employees and agents, agrees to indemnify and hold harmless the Business Indemnitees from any and all claims, demands, damages or any other financial demands (including without limitation attorneys' fees and expenses) due to any actions or omissions of Vidant, its employees or its agents pursuant to this Agreement, except that they do not agree to indemnify and hold harmless the Business Indemnitees from any claims to the extent they resulted solely from any error or omission by the Business Indemnitees. Business Indemnitees shall mean Business, its directors/trustees, officers, employees, agents, subsidiaries, parent corporations, and affiliates. To the extent permitted under North Carolina law, Business on its behalf, and on behalf of its employees and agents, agrees to indemnify and hold harmless the Vidant Indemnitees from any and all claims, demands, damages or any other financial demands (including without limitation attorneys' fees and expenses) due to any actions or omissions of Business, its employees or its agents pursuant to this Agreement, except that they do not agree to indemnify and hold harmless the Vidant Indemnitees from any claims to the extent they resulted solely from any error or omission by the Vidant Indemnitees. Vidant Indemnitees shall mean Vidant, its directors/trustees, officers, employees, agents, subsidiaries, parent corporations, and affiliates.
15. ENTIRE AGREEMENT AND AMENDMENTS: This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior written negotiations or agreements and all prior or contemporaneous oral negotiations or agreement between them regarding the subject matter hereof. This Agreement may be amended for any purpose, including to add additional services, only in writing which must be signed by both of the parties.
16. SIGNATURES: This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which constitute one and the same. An executed Agreement transmitted by facsimile to the other party may be relied upon as an original, and if there is any inconsistency between such facsimile and an executed Agreement subsequently received by "hard-copy," the terms contained in the facsimile shall prevail. In addition, as it is applicable to this Agreement, the parties agree to and adopt the terms and conditions of the Uniform Electronic Transactions Act, as adopted in North Carolina General Statutes Chapter 66, including but not limited to the provisions governing electronic signatures. As such, this Agreement is "signed" if it includes a digital signature, symbol and/or action that is adopted or performed by either party or party's Electronic Agent with the present intent to authenticate or manifest assent to the Agreement.
17. NO REQUIREMENT TO REFER. Nothing in this Agreement, whether written or oral, nor any consideration in connection herewith, contemplates or requires the referral of any patients, goods, items, facilities or services by Business to Vidant or to any other entity affiliated in any way with Vidant. This Agreement is not intended to influence the judgment of Business in choosing medical specialists or medical facilities appropriate for the proper care and treatment of patients. Neither Business nor its employees or agents shall receive any compensation or remuneration for referrals, if any, to Vidant or any affiliate.
18. RESTRUCTURING. It is the intention of the parties to comply with all applicable laws and regulations, including but not limited to the Internal Revenue Code of 1986, as amended, the Medicare and Medicaid Anti-Kickback statutes, the "Stark II" anti-referral legislation, and any regulations promulgated thereunder. The parties acknowledge that legislation, regulations, and administrative ruling or other legally binding opinion may be adopted, amended, promulgated or issued which effectively renders this Agreement unlawful, could affect the tax-exempt status of Medicare or Medicaid program or otherwise have a negative impact on any party. In such event, any party may by written notice propose the termination, restructuring, or renegotiation of this Agreement in order to effect compliance. If such notice is given and the parties are unable within fifteen (15) days thereafter to reach an agreement with respect to the termination, restructuring or renegotiation of this Agreement, any party may terminate this Agreement by providing at least fifteen (15) days written notice to the other party.
19. REIMBURSEMENT: The parties acknowledge and agree that the charges set forth under this Agreement represent the fair market value of the items and services to be provided under this agreement. This agreement has been negotiated in an arm's length transaction, has not been determined in a manner which takes into account the volume or value of referrals or business

that may otherwise be generated between the parties, and the items and services to be provided as set forth herein reflect the commercially reasonable needs of the parties. The parties represent and agree that this Agreement does not violate anti-kickback or any state or federal law governing billing or claim submissions and does not involve the counseling or promotion of a business arrangement or other activity that violates the law.

20. COSTS: Except as otherwise specifically provided herein, each party shall bear its own costs and expenses incurred in connection with the performance of its obligations hereunder.
21. TAXES: Each party shall be responsible for payment of any and all federal, state, local or other taxes which may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement or in connection with the transactions contemplated hereby, if any. This Section shall survive termination of this Agreement.
22. IRAN DIVESTMENT ACT CERTIFICATION: Vidant 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. Vidant shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.
23. E-VERIFY COMPLIANCE: Vidant shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if Vidant utilizes a subcontractor, Vidant shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Vidant represents that Vidant and its subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be entered into by their duly authorized representatives this the day and year first written above.

Business: CITY OF GREENVILLE

VIDANT CORPORATE HEALTH

By: _____
Barbara Lipscomb, City Manager

By: _____
John Marques, Chief of Human Resources

EXHIBIT A: DUTIES OF OCCUPATIONAL HEALTH NURSE

- a) Report to Vidant designee and the Vidant Medical Director
- b) Report to a Business designee and comply with the operational policies and procedures of Business, unless Business policies and procedures are inconsistent with those of Vidant.
- c) Follow Vidant operational, medical policies and protocols, and personnel policies.
- d) Coordinate and perform health screens, drug screens and surveillance activity as required by Business policies and regulatory agency requirements.
- e) Assess illness/medical concerns of employees and patients and provide follow-up referral.
- f) Investigate incident reports per Business policy and provide employee care and follow-up as indicated.
- g) Evaluate employees returning to work following illness per Business policy.
- h) Provide appropriate follow-up care or referrals.
- i) Provide appropriate wellness, disease management and health counseling for employees and patients of Business.
- j) Document all interventions appropriately and assist in maintenance of OSHA 300 log per Business policy.
- k) Provide appropriate case management for workers with work-related injuries per Business policy.
- l) Serve as a liaison between Vidant and Business.
- m) Perform his/her contract duties and responsibilities in a manner and of a quality satisfactory to Vidant and Business.
- n) Such other duties as are agreed upon pursuant to Article III. Item 2. herein.

EXHIBIT B: POST INJURY SERVICES

1. Business shall designate only its own employees, spouses, or family members to participate in the services.
2. Business agrees to cooperate with Vidant in scheduling mutually agreeable times for Vidant to perform the services covered by this Agreement. Services may be rendered on site or at the Vidant Clinic as mutually agreed by the parties.
3. Any medical records created as a result of Vidant's services to Business belong to Vidant
4. For services provided at the Vidant clinic site or at Business's location, Vidant shall invoice Business's workers compensation insurance carrier, based upon Clinic's usual and customary charges for post injury care as mutually agreed upon between the workers compensation carrier and Vidant. In the event the insurance carrier deems the claim is not entitled to coverage under workers compensation, Vidant Clinic will file the claim with Business' employee's medical insurance carrier. Upon request, Business agrees to provide the employee's medical coverage information to facilitate filing under the medical insurance plan. Business agrees to cover the cost of the first claim in the event the claim is unpaid.
5. Vidant shall invoice Business at the fee schedule described in the attached Fee Exhibit for the occupational health services rendered. If Vidant provides additional supplies or services at the request of Business, Vidant shall invoice Business for such items at the time of shipment or delivery. Business shall remit payment within 30 days of receipt of each invoice.

Vidant Corporate Health Occupational Health Services



Vidant Corporate Health provides a variety of occupational health services for external businesses. These services range from vaccinations to physicals to onsite convenience care and occupational health clinics.

Visit Charge

Visits at Worksite

- Nurse: \$55.00 per hour
- Mid-Level Practitioner: \$110.00 per hour
- Physician: \$185.00 per hour

For all services performed onsite at our facility, nurse visits are factored into the charges listed below. Additional Services, Pharmacy and Lab charges will be assessed based upon services rendered.

Pharmacy/Vaccine Charges

Pharmacy charges are subject to change without notice based upon purchase price of the medications. No additional fees apply to services performed onsite at our facility.

Tetanus-Diphtheria-Pertussis (Tdap) vaccine	40.00
Tetanus-Diphtheria (Td) vaccine	23.00
Flu vaccine	30.00
Pneumococcal vaccine	90.00
MMR vaccine	70.00
Varicella vaccine	140.00
Hepatitis A vaccine	67.50

Hepatitis B vaccine (per dose)	50.00
Twinrix vaccine	87.50

PPD (Tb skin test) (no additional injection fee; includes reading unless block visit requested for reading)	20.00
---	-------

Lab Charges

Lab charges are subject to change without notice based upon charges of the contracted Laboratory. Vidant Corporate Health uses Quest Diagnostics or Vidant Medical Center Lab. Other lab panels are available upon request. No additional fees apply to services performed onsite at our facility.

Rubella screen	16.50
Hepatitis B Sab	34.25
Varicella titer	35.50
Rubeola (measles) immune status	26.75
Mumps titer	25.50
MMR titer	45.00

CBC with diff	13.75
Metabolic panel-comp	14.75
Lipid Panel	17.50
Lead Testing	78.25

Blood Exposure

*Blood Exposure care will vary based upon severity and according to protocol. Labs, medications, and all other services will be billed according to care received.

Drug Testing

Lab charges are subject to change without notice based upon charges of the contracted Laboratory. Vidant Corporate Health uses Quest Diagnostics or Vidant Medical Center Lab. Other lab panels are available upon request. No additional fees apply to services performed onsite at our facility.

iCup Instant-10 Panel (pre employment only) Cocaine, Marijuana, Opiates, Amphetamines, Methamphetamine, Benzodiazepine, Barbiturates, Oxycodone, Proxopoxyphene, Methylendeodioxymethamphetamine	\$10.50	Confirmation \$19.25
DOT Panel - PCP, Amphetamines, MDMA (Ecstasy), Marijuana, Cocaine, opiates, 6 AM Drugs	\$12.00	
5 Panel-Urine Amphetamines, Cocaine, Opiates, PCP, Marijuana	\$12.00	
10 Panel-Urine Cocaine, Marijuana, Opiates, Amphetamines, Methamphetamine, Benzodiazepine, Barbiturates, Oxycodone, Proxopoxyphene, Methylendeodioxymethamphetamine	\$19.25	
MRO Fee	\$30.00	
Evidential Blood Alcohol Testing	\$26.50	
Non-evidential Alcohol Testing-saliva	\$5.50	Confirmation \$26.50

Other Charges

- ◆ Chest x-ray for a positive PPD test - \$35.00
- ◆ Fit Testing - \$20.00
- ◆ Spirometry Testing - \$52.00
- ◆ Mileage and additional travel expenses (if necessary) billed separately

Additional Services, Labs and Drug Screen services also available upon request.

Pharmacy Services

Vidant Health may be able to provide onsite dispensing of prescription medications through an onsite clinic staffed by a physician or nurse practitioner. Estimated charges related to this service are listed. These prices may vary depending on the number of employees and number of medications dispensed.

- ◆ Initial Setup and Annual Fee - \$800 (Pharmacy permit and pharmacist time to obtain permit)
- ◆ Pharmacist Time - \$125/hour (Estimate 4-5 hours/month)
- ◆ Monthly Prescription Medication Cost - \$800/month

Worker's Compensation

1. Vidant Corporate Clinic will provide post injury assessment and treatment services according to the Clinic scope of practice during clinic scheduled hours of operation. Vidant shall bill Business's workers compensation insurance carrier, based upon Clinic's usual and customary charges as mutually agreed upon between the workers compensation carrier and Vidant for services rendered. In the event the insurance carrier deems the claim is not entitled to coverage under workers compensation, Vidant Clinic will file the claim with Business employee's medical insurance carrier. Upon request, Business agrees to provide the employee's medical coverage information to facilitate filing under the medical insurance plan. Business agrees to cover the cost of the first claim in the event the claim is unpaid.
2. As mutually agreed upon by Vidant and Business, Vidant Clinic will participate in periodic site visits to Business worksites to allow training of Vidant providers on the physical demands and limited duty options for Business employees.
3. Vidant Clinic will provide additional occupational health services as mutually agreed upon by Vidant and Business. Vidant shall invoice Business for services rendered based upon the fee schedule.
4. Medical records generated by an Employee of Vidant in connection with the services provided under this Agreement shall be owned by Vidant. This includes any medical records maintained and/or stored on the premises of Business. The parties agree that all medical records created herein will only be released to the employer of any third party in compliance with Vidant's privacy and confidentiality practices and state and federal law.

For more information contact Michelle Edwards, RN, COHN, 252-847-4883

City of Greenville
Employee Health Clinic
Budget Fiscal Year 2016-17

Clinic Staffing Model

Occupational Health Nurse:	40 Hrs / Week
Nurse Practitioner:	8 Hrs / Week
Contract Staffing Fee:	\$ 160,160

Projected Annual Net Savings

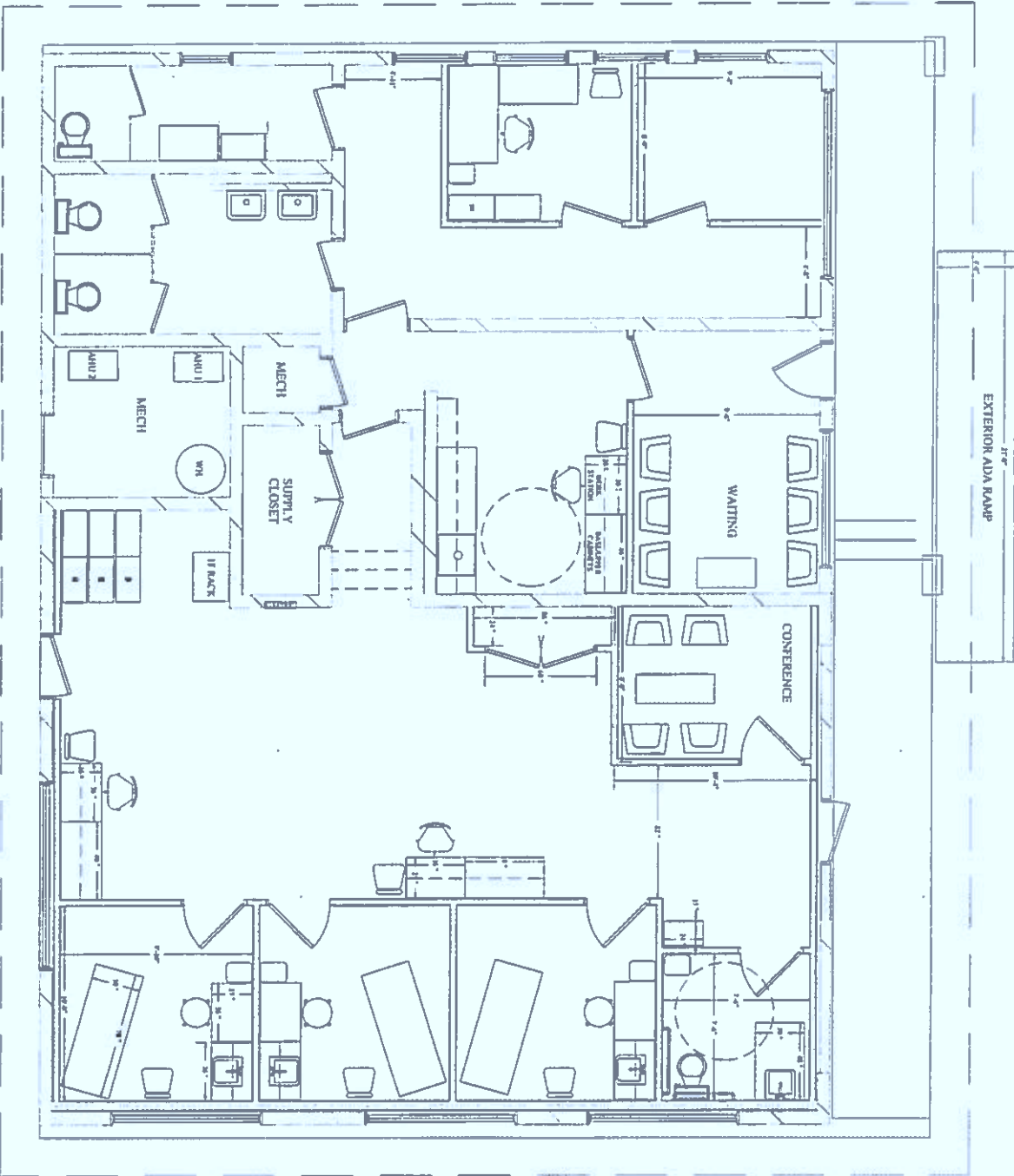
Annual Vidant Contract	\$ (160,160)	
Add Projected Supply Costs	(2,500)	
Less Current Medical Services Budget	69,545	
Less Workers Comp Savings	8,600	
Less Projected Health Care Savings	108,451	(see below)
Projected Annual Net Savings	<u><u>23,936</u></u>	

Projected Annual Health Care Savings Due to Clinic

	PCP Visits	ER Visits	Total
Annual Visits	601	141	742
% Moved to Clinic	40.0%	10.0%	
Projected Clinic Visits	240	14	255
Employer Cost per Visit	\$ 334	\$ 1,997	
Projected Health Care Savings	<u><u>\$ 80,294</u></u>	<u><u>\$ 28,158</u></u>	<u><u>\$ 108,451</u></u>

Projected Nurse Practitioner Time Dedicated to Visits

Projected Clinic Visits	255
Weeks per Year	<u>50</u>
Avg Visits per Week	5
Estimated Hours per Visit	<u>0.75</u>
Projected Visit Hours	3.82
Nurse Practitioner Hrs per Week	8.00
% of Time Dedicated to Visits	47.72%



A1.2 PROPOSED FLOOR PLAN scale 1/8" = 1'-0"	GARDNER TRAINING CENTER EMPLOYEE CLINIC 1400 BROWNLEA DRIVE GREENVILLE, NC 27835	8/2016 DRAFT
--	---	-----------------



City of Greenville, North Carolina

Meeting Date:
10/17/2016
Time: 6:00 PM

Title of Item: Status and condition of the radio tower located on the Town Common

Explanation: **Abstract:** City staff, along with the LBA Group, will present the current conditions of the radio tower on the Town Common and results of a relocation allocation as required by the Federal Communications Commission.

Explanation: Following direction of City Council at its May meeting, City staff worked with the LBA Group, Enviro Assessments East, Inc., and Tower Engineering Professionals to complete an assessment of the condition of the radio tower on the Town Common. Currently WOOW, an AM radio station, and W201AO, an FM transmitter that broadcasts part of the public radio line-up, broadcast from the radio tower. The LBA Group, a Greenville, NC, firm specializing in all issues related to radio stations, their establishment and expansions, was contracted to provide City staff with guidance in this area.

Immediately, the age and condition of the tower were identified as a significant concern by LBA. Due to concerns about the structural condition of the radio tower, LBA was asked to analyze the broadcast and coverage area requirements for the stations broadcasting on the tower and to identify the required steps to relocate broadcast capabilities, if this was a direction to be pursued by the City Council. This is a required step by the Federal Communications Commission (FCC) in the analysis for aging radio towers that could be decommissioned.

At the recommendation of the LBA Group, Enviro Assessments East, Inc. was contracted to assess the tower and associated building for environmental hazards.

This assessment identified that there was evidence of asbestos in the roof of the transmission building, and lead-based paint was found to exist on the tower and doors, wood trim and frames, shelves within the building, and support brackets on the exterior building brackets. While the presence of asbestos and lead-based paint are of concern, the presence of asbestos and lead also require special considerations when alterations or demolitions of structures containing these materials occur.

Tower Engineering Professionals was also contracted to assess the structural integrity of the tower. Staff will provide a report on their findings at the meeting

since the full report was not available at the time agenda items were submitted. Preliminary indications suggest that there are some significant maintenance needs for the tower requiring compliance with current construction codes at the current location. These costs could be significant, and finding an alternate location for the radio stations may be the most cost-effective approach.

Fiscal Note: Costs of the assessment studies to date is \$14,000.

Recommendation: Staff is requesting input from City Council on the direction to take with regard to decommissioning the tower and assisting with relocation efforts for the stations that broadcast from the tower.

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

Attachments / click to download

[radio relocation study](#)

[asbestos and lead report](#)



**Lawrence Behr
Associates** INC
www.lbagroup.com

Technical Study

TECHNICAL STATEMENT CONCERNING THE RELOCATION OF

Standard Broadcast Station WOOW, 1340 kHz
FM Translator Station W201AO, 88.1 MHz

LOCATION:

Greenville, North Carolina

FOR:

City of Greenville, North Carolina

August 8th, 2016



INTRODUCTION

Lawrence Behr Associates, Inc. (LBA) has been tasked to perform a standard frequency allocation study of the subject stations. The goal of the allocation study (spectrum study) is to determine the possibility of relocating each station to either a new common site, or new individual sites. Each station's relocation will be addressed in the following narrative and associated figures or tables.

EVALUATION OF WOOW (AM) GREENVILLE, NORTH CAROLINA

WOOW (AM) operates on a frequency of 1340 kilohertz (the AM Radio Band) with a radiated power of 1 kilowatt. The frequency is designated a Class C channel by the Federal Communications Commission and is allocated as a local channel. Local channel stations operate full time (day and night) with a power ranging from 250 watts to 1,000 watts, utilizing a non-directional antenna system. The antenna system consists of two individual but critical components, the tower (which is the radiator portion of the antenna system) and the antenna ground system which is the below ground portion of the antenna system.

AM antenna ground systems requirements are usually 90 electrical degrees in length and extend out from the tower in a hub and spoke arrangement as shallow buried radial wires. The antenna ground system for a station operating on the frequency 1340 kilohertz would typically extend out a distance of 184 feet from the tower. Thus the minimum property requirements, in simple rectangular shape, are a plot of land approximately 368 feet by 368 feet (approximately 3.1 acres more or less). If the tower is also 90 electrical degrees in height (184 feet) this would provide a 100% fall radius for the structure.

When considering the relocation of an AM station, the co-channel (same frequency) stations and well as the adjacent channel stations must be taken into account. Each has protected and interference contours that must not overlap the proposed station. Additionally, the FCC mandates minimum standards of service that a facility must provide to citizens of its city or community of license. Currently the requirements for AM stations are that 80% or more of the community's area (corporate boundaries) or population must receive a predicted signal strength of 5.0 mV/m. These two items, protection of other facilities and service to the community, form the basis for the allocation study and any relocation of the facility.

The following Figures are associated with the possible relocation of WOOW (AM).

Figure 1 provides the allocation study for 1340 kilohertz as it pertains to the current location of WOOW. There are two adjacent channel stations of concern, WLLY, 1350 kilohertz, Wilson, NC and WANG, 1330 kilohertz, Havelock, NC. The current location has what is termed "grandfathered" overlap of interfering and protected contours. The overlap regions cannot be increased (larger total area of overlap), but they can be moved around, just as long as the new site does not increase the total area of overlap. If you consider the contours produced by the current location you can see that if you maintain the same power (i.e., size of the coverage area of the station), and move in a southwestern direction the overlap area would increase. The only way to move to the southwest is to reduce power. If you move to the northeast the overlap is reduced and the power can remain the same.

Figure 2 graphically shows the effect of moving to the southwest; a narrowing of the service area will occur. Figure 3 shows the opposite effect if you move the station to the northeast, a reduction in the overlap will occur. The station, as a Class C local channel facility cannot increase power. It is already operating at the maximum allowable level for a local channel facility.

Figure 4 shows the current facility and its FCC mandated service level to the community of license (city of license) Greenville, North Carolina. Any change in location must meet the minimum service requirement of 80% coverage to the city (measured as either population or area within the corporate limits).

Figure 5 shows an area to locate (relocate) the facility while still meeting the FCC requirements of service levels to the community. Moving along the southwest/northeast axis points were established to verify the required service levels to Greenville. Within the extremes a boxed area was formed in which we believe a possible site should be sought. However, because AM service is very site specific any site should be evaluated for rule compliance with the service levels and with the protection requirements to other facilities.

Figure 6 shows the same boxed area as an overlay to a satellite photo (Google Earth). Of particular note is the location of the airport to the northeast. FAA consideration must be taken into account with any new tower construction. We did not consider or evaluate existing towers as it is beyond the scope of the allocation study. The requirement for a sizeable antenna ground system usually, but not always, limits the number of existing towers that can be converted for use as an AM radiator. Again, each tower must be separately evaluated.

Figure 7 shows, as part of this study, the possible relocation of the facility to the WECU site. As the map in Figure 7 shows, the WECU site is further to the southwest than would normally be considered. This site would require a slight reduction in power from 1000 watts to 700 watts to maintain the same level of grandfathered overlap previously discussed. More importantly for our consideration is that the site does not currently meet FCC requirements for service level to Greenville. HOWEVER, it should not be ruled out on that basis alone. The FCC is currently considering modifying its rules concerning the service level to the city of license by AM stations. The proposal is to reduce the requirements from 80% to 50% service during daytime hours and to eliminate the night service requirement. Thus, if the rule change is adopted the WECU site would be acceptable with a service level to 58% of the population of Greenville. The question then becomes, is the loss of service to the coverage area to the northeast acceptable to the licensee.

WOOW is operating without a current license. In 2011 WOOW filed to renew its license and the FCC merely accepted it for filing, which means they simply agreed to review it to see if it was acceptable under the Rules. It has not been granted. In June of 2015 the FCC wrote a letter to the licensee stating that the applicant is under “red light” status. An applicant is placed under red light status when it is delinquent on paying fines owed to the Commission. The FCC cannot take any action on any application filed by an applicant under red light status. The license renewal is on hold pending payment of a forfeiture assessed in 2011. The “red light” letter is shown in Figure 8 and the forfeiture letter is shown in Figure 9. There is no more recent action shown in the FCC correspondence file for WOOW.

EVALUATION OF W201AO FM TRANSLATOR, GREENVILLE, NC

FM Translator Station W201AO operates on a frequency of 88.1 MHz (Channel 201 on the FM Broadcast Band) with an effective radiated power of 120 watts into a non-directional antenna. This antenna is mounted upon the tower shared with AM station WOOW. W201AO is a Class D FM station and rebroadcasts its co-owned non-commercial educational (NCE) full-service FM station WKNS, Kinston, NC.

W201AO is a secondary service and may be displaced by other full-service stations which have priority on the channel (frequency).

Table 1 is a current channel allocation/spectrum study that reveals that a displacement of W201AO is likely to occur if the pending application of WZMB is granted. In addition to causing prohibitive interference to WZMB, W201AO will receive a significant amount of interference from WZMB which may render the channel unusable in the Greenville area. Further, as noted in the table, W201AO also causes prohibited interference to WAGO, 88.7 MHz licensed to Snow Hill, North Carolina.

W201AO was licensed in 1993, WAGO was licensed in 1998, and WZMB’s license is currently pending. Unlike the AM service where grandfathered contour overlap is permissible, as a secondary service in the FM band it is not. There are no provisions in the FCC rules for secondary service grandfathered rights relative to a full-service FM station. If W201AO makes any changes to its current facility it will have to address these issues. Fortunately there is a mechanism in the Commission’s rules that allow W201AO to modify its output channel and or antenna location by filing a displacement application. A displacement application is acceptable when an event occurs that causes the facility to be non-rule complaint. The displacement application can specify any channel (frequency) that is appropriate.

Because W201AO is an FM station that uses an antenna mounted on a supporting structure there are many options available: tall building, other towers, etc., could be readily used.

The search radius for a new tower site for W201AO should be restricted to a distance of 6 miles or less. For example the facility could easily relocate to the transmitter site of WZMB, a non-commercial educational FM station operated by East Carolina University at the Mendenhall Student Center.

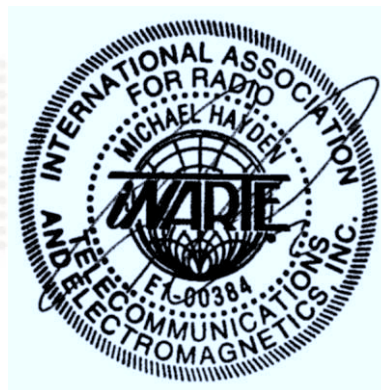
The FCC rules concerning modification of existing FM translators allows W201AO to change site locations at any time provided that the current 60 dBu service contour (1 mV/m signal level) overlaps the proposed 60 dBu contour. Thus, the search radius should initially be restricted to a 6 mile radius to the existing site to ensure that overlap of the present and proposed contours occurs.

A move at that time would require a change in operating frequency. As shown in Table II, Channel 210 (89.9) is currently available and is a far better operating channel (less incoming interference from other facilities). Normally a change in output frequency from Channel 201 to Channel 210 would only be accepted during FM translator filing windows, certain fixed periods in which the FCC accepts applications classified as "NEW" facilities or "MAJOR" changes to existing facilities. However, as the W201AO proposed change in frequency would be classified as a "displacement application", a change in frequency is permissible at any time.

CONCLUSION AND RECOMMENDATIONS

There are alternatives available for the relocation of both WOOW and W201AO if suitable sites can be identified. It is not clear that WOOW now has the legal authority to operate, or to file a change application. We recommend a legal review of these matters before the City moves to displace and/or relocate WOOW.

Should the City decide to move forward with relocation of either station, LBA is available to perform the detailed site and spectrum studies needed for implementation.



August 8th, 2016

Michael W. Hayden NCE CPBE CBNT AMD
Vice President, Lawrence Behr Associates, Inc.

Figure 1 Allocation Study

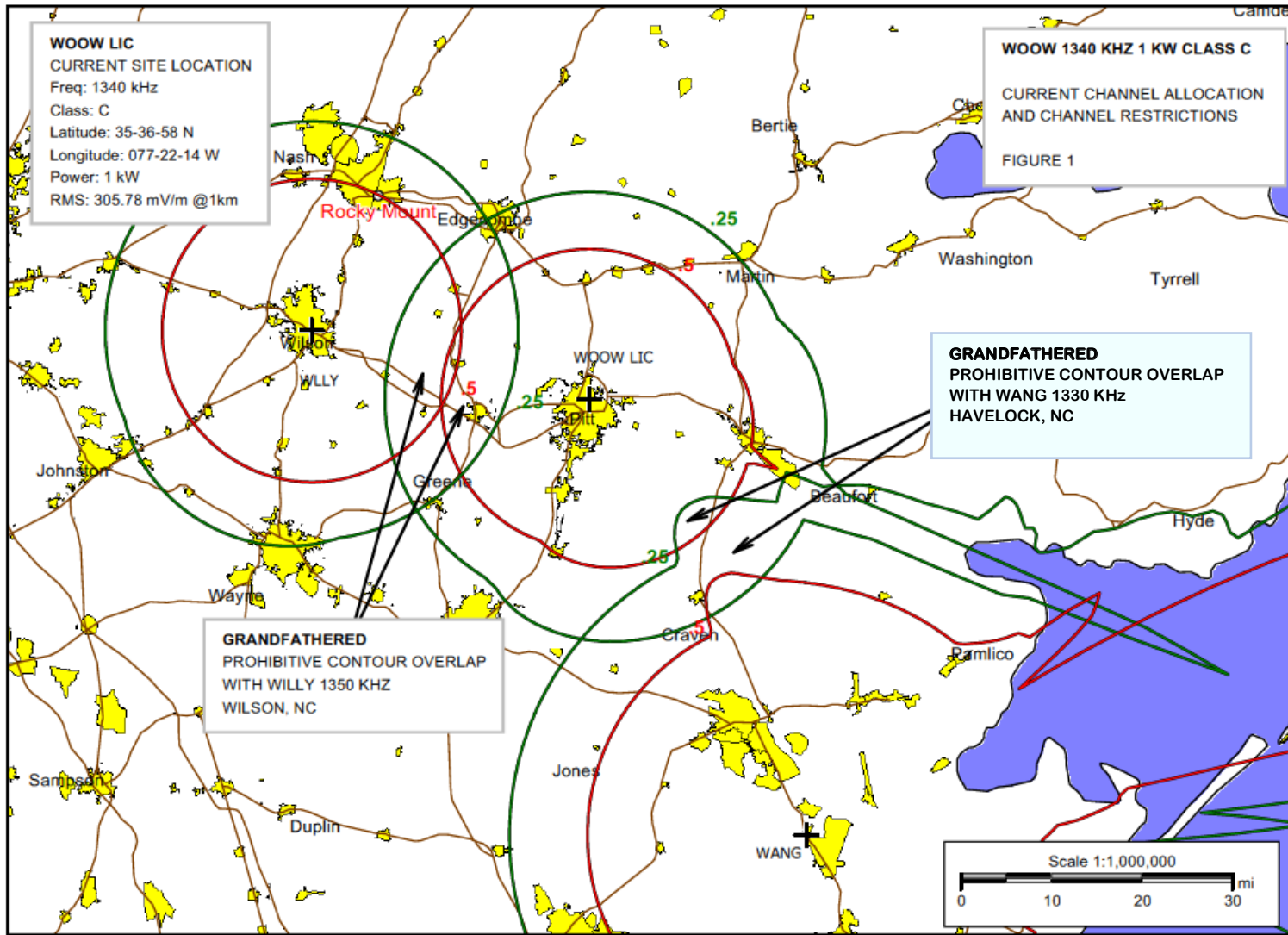


Figure 2 Effect of Moving SW

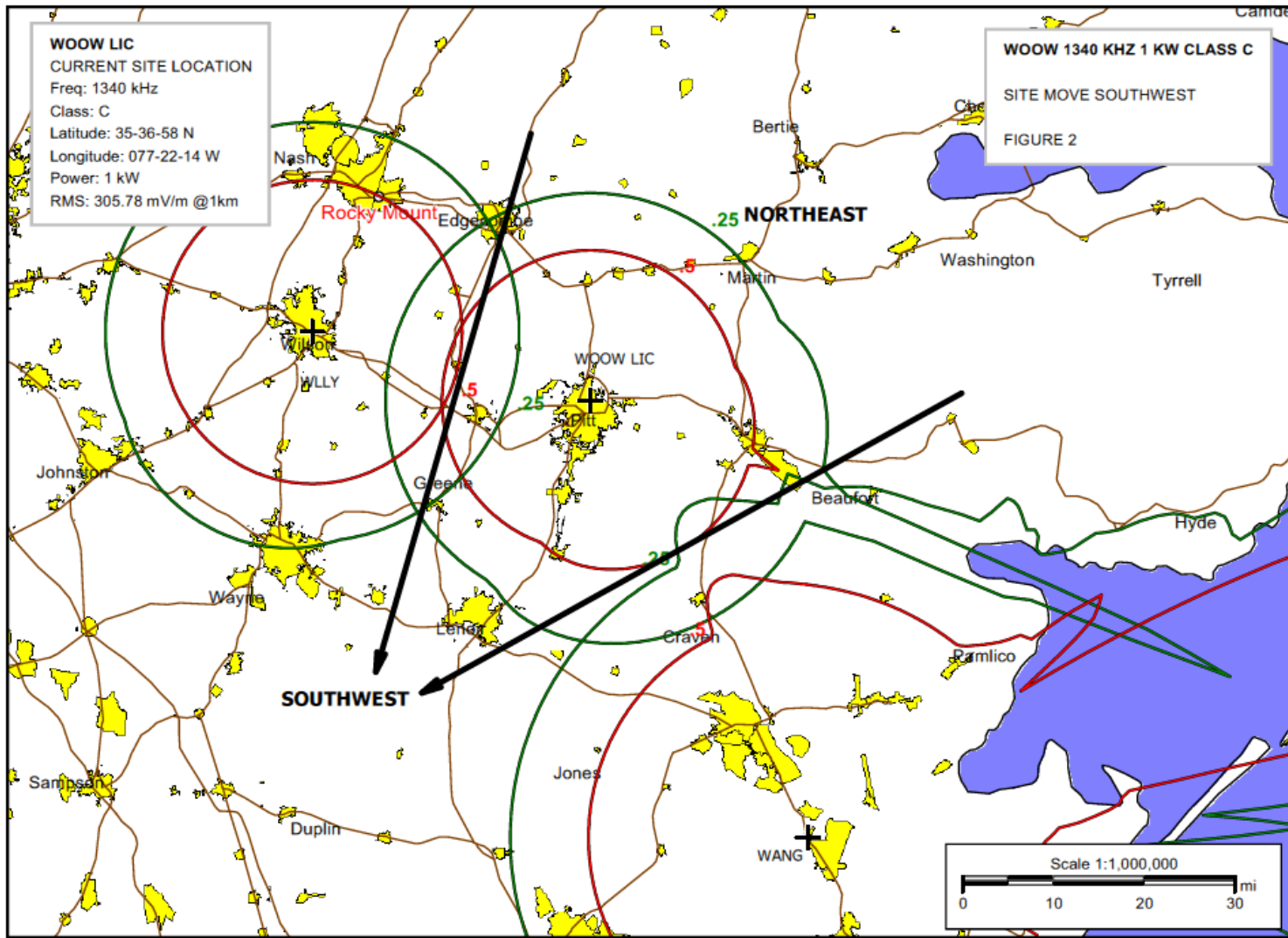


Figure 3 Effect of Moving NE

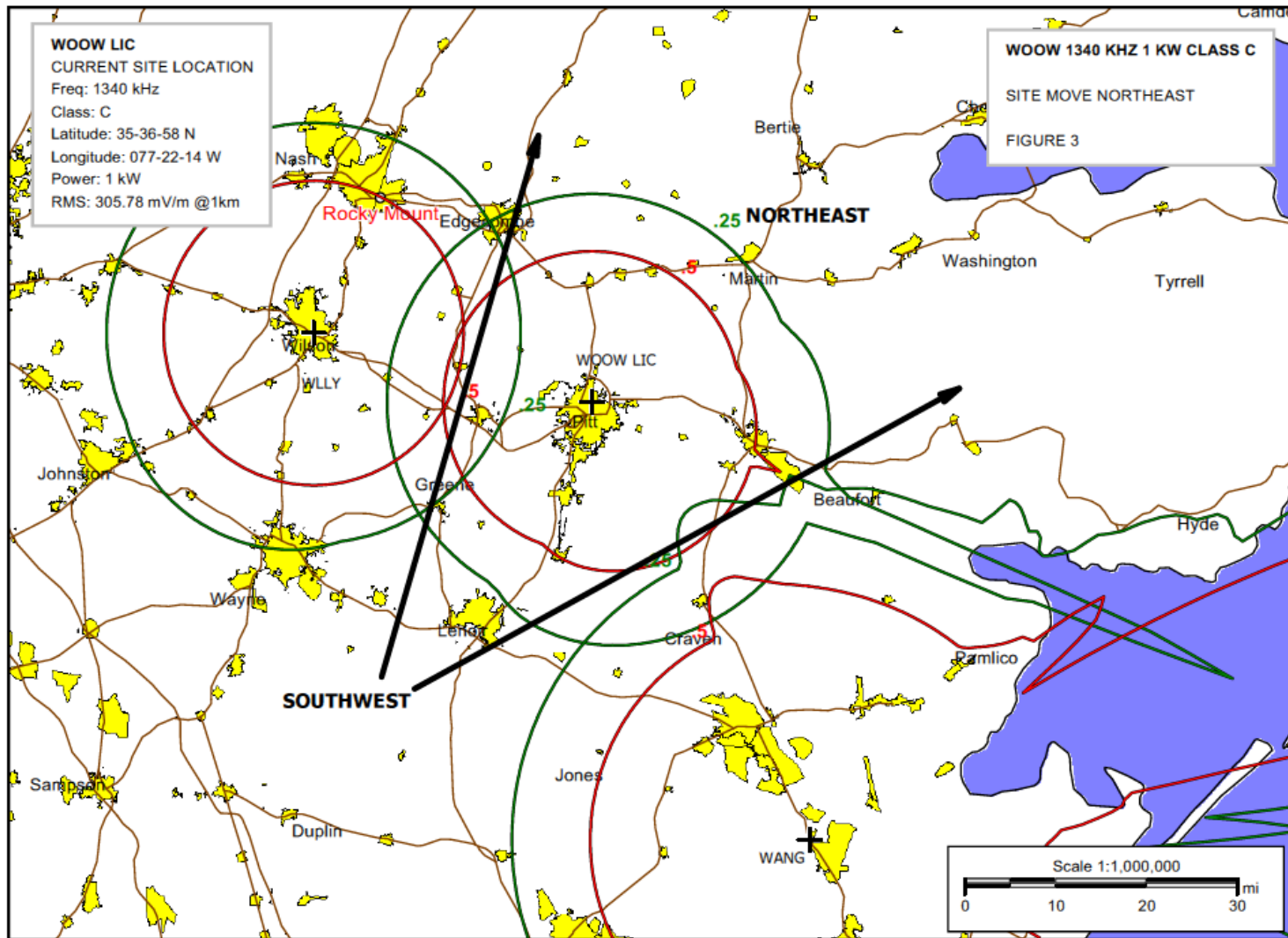


Figure 4

FCC City of License Requirements

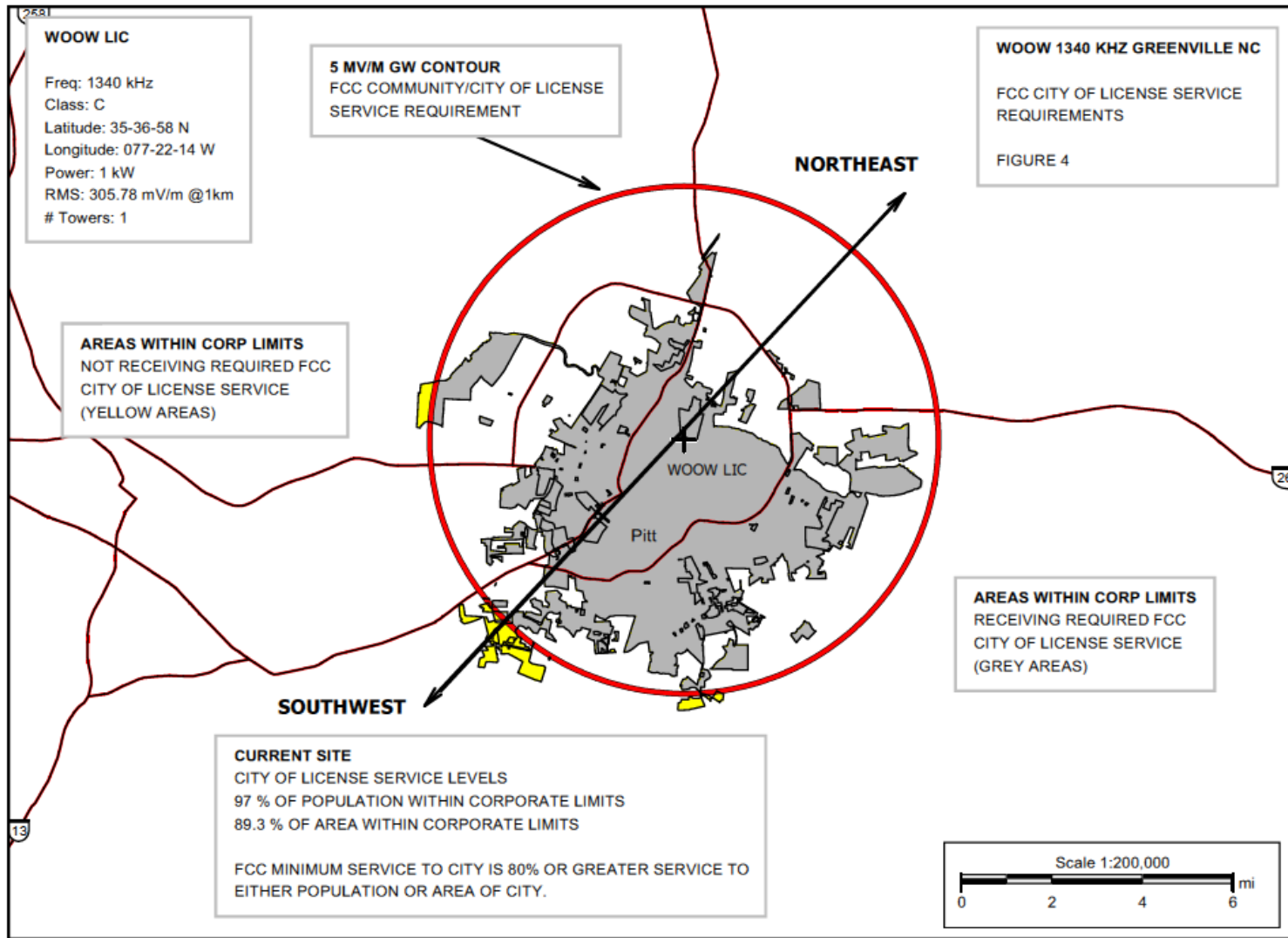


Figure 5

General Area for New Transmitter Site

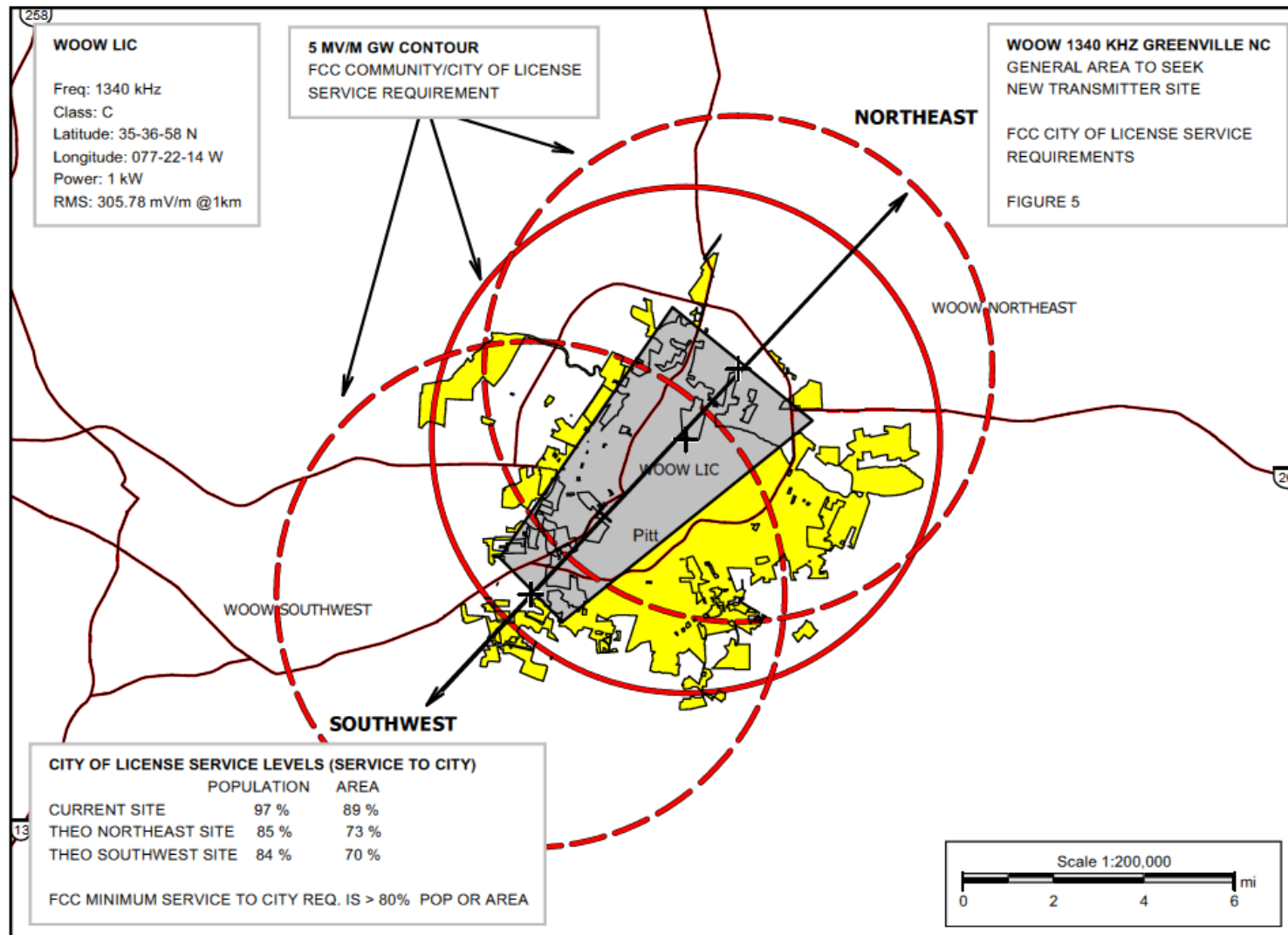
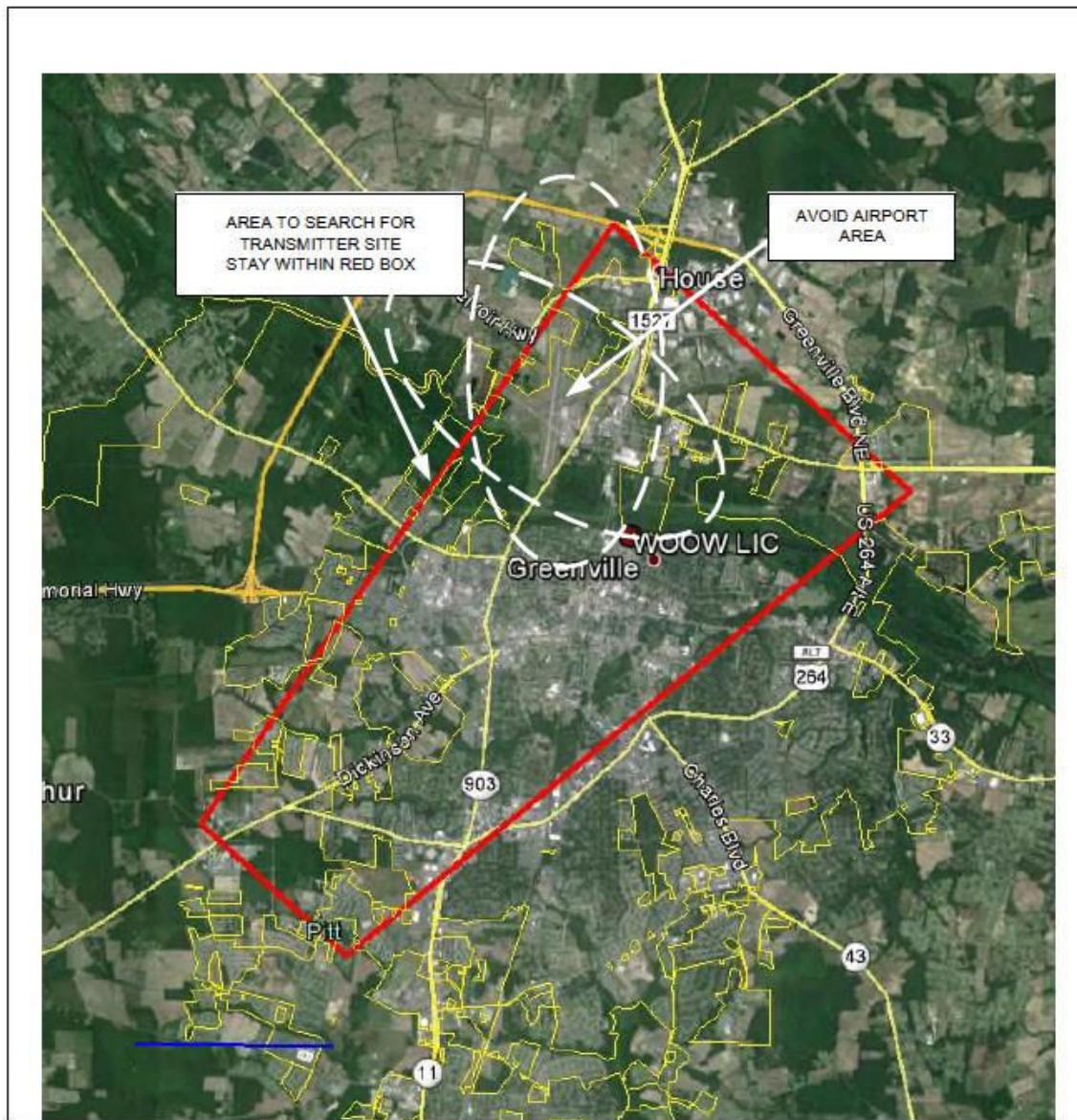


Figure 6 Area to Relocate



		GOOGLE EARTH VIEW AREA TO RELOCATE WOOW(AM)		
		WOOW(AM) 1340 KHZ GREENVILLE, NC		FIGURE 6
	SIZE	FSCM NO.	DWG NO.	REV.
	A	N/A	20160715LBAW00WF6	NONE
	SCALE	1" = 0.72 MILE	JULY 2016	SHEET

Figure 7 WECU Site

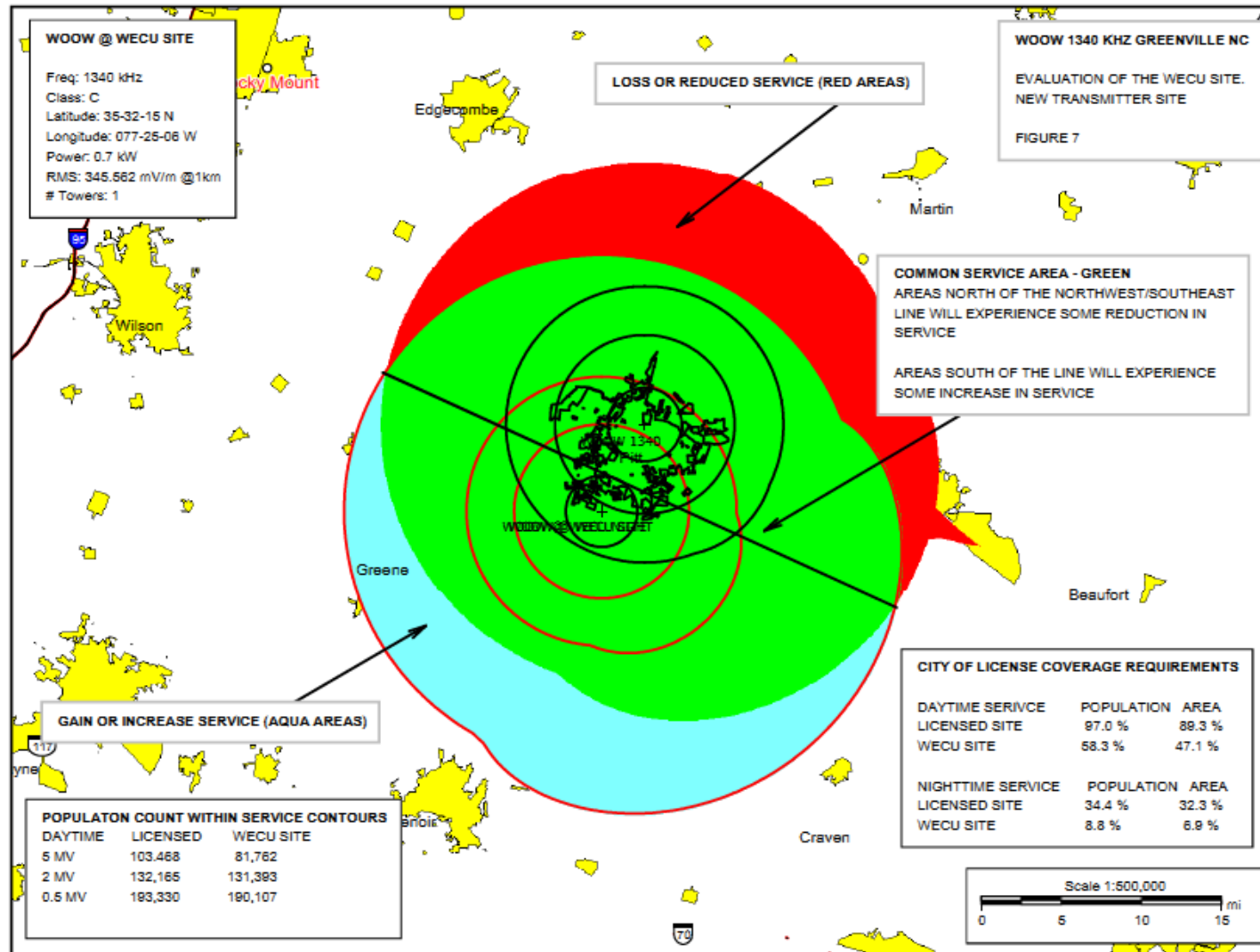


Figure 8 FCC Red Light Letter



Federal Communications Commission
Washington, D.C. 20554

JUN 03 2015

In Reply Refer to
1800B3-KW

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

James Rouse, Sr.
P.O. Box 8361
Greenville, NC 27834

In re: WOOW(AM), Greenville, NC
Facility ID No. 65960
File No. BR-20110804AAI

License Renewal Application

Dear Mr. Rouse:

This letter refers to the pending license renewal application ("Application") of James Rouse, Sr. ("Licensee") for Station WOOW(AM), Greenville, North Carolina. We cannot process the Application and have been holding it since September 1, 2011 pursuant to the Commission's "red light" rules, which prohibit the staff from granting an application when an applicant is delinquent on debts owed to the Commission.¹ We believe that it is not in the public interest to retain unprocessable applications for extended periods of time, particularly when the extended delay is the result of the inaction of an applicant to correct a debt delinquency.²

Accordingly, we are providing the Licensee a period of 30 days from the date of this letter to pay or arrange for payment of the delinquent debt with the Commission's Office of Managing Director.³ Failure to have the "red light" status removed within that time period will result in the dismissal of the referenced application pursuant to Sections 1.1910(b)(3) and 73.3568(a)(1) of the Commission's Rules.⁴

¹ See *Amendment of Parts 0 and 1 of the Commission's Rules – Implementation of the Debt Collection Improvement Act of 1996 and Adoption of Rules Governing Applications or Requests for Benefits by Delinquent Debtors*, Report and Order, 19 FCC Rcd 6540 (2004). See also 47 C.F.R. §§ 0.283, 1.1910(b)(3).

² See, e.g., 47 C.F.R. § 73.1910(b)(2) (entity found to be delinquent in debt owed "will be informed that action will be withheld on [its] application until full payment or arrangement to pay . . . is made and/or that the application may be dismissed"); see also *Reserved Band FM Translator Applications Dismissed*, Public Notice, 25 FCC Rcd 3276 (MB 2010) (non-cut-off reserved band FM Translator applications dismissed in light of filing freeze and likelihood of delay of several years before filing window for reserved-band FM translator stations will be opened).

³ Inquiries concerning the delinquency should be addressed to Associate Managing Director-Financial Operations, 445 12th Street, S.W., Room 1-A625, Washington, DC 20554, or by calling the Financial Operations Help Desk at (877) 480-3201.

⁴ 47 C.F.R. §§ 1.1910(b)(3), 73.3568(a)(1).



Licensee should send electronic notification on the date said payment is made to Penelope Dade at Penelope.Dade@fcc.gov and Karen Workman at Karen.Workman@fcc.gov. Failure to do so will result in additional delay of processing the application.

Sincerely,



Peter H. Doyle
Chief, Audio Division
Media Bureau

Figure 9 Forfeiture Letter

Federal Communications Commission

DA 11-266

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)	
)	
The Minority Voice, Inc.)	Facility I.D. No. 65960
)	NAL/Acct. No. MB-200841410020
Licensee of Station WOOW(AM))	FRN: 0010019768
Greenville, North Carolina)	File No. BR-20070925AIM

FORFEITURE ORDER

Adopted: February 9, 2011

Released: February 10, 2011

By the Chief, Audio Division, Media Bureau:

I. INTRODUCTION

1. In this *Forfeiture Order*, we issue a monetary forfeiture in the amount of thirteen thousand dollars (\$13,000) to The Minority Voice, Inc. ("Licensee"), licensee of Station WOOW(AM), Greenville, North Carolina ("Station"), for willfully violating Section 73.3539 of the Commission's Rules ("Rules") and willfully and repeatedly violating Section 301 of the Communications Act of 1934, as amended ("Act"), by failing to timely file its license renewal application and engaging in unauthorized operation of the Station.¹

II. BACKGROUND

2. On April 2, 2008, the Media Bureau ("Bureau") adopted a *Notice of Apparent Liability for Forfeiture ("NAL")* proposing a forfeiture amount of thirteen thousand dollars (\$13,000) against Licensee for these violations.² As noted in the *NAL*, Licensee's renewal application for the Station's license term was due on August 1, 2003, four months prior to the December 1, 2003, expiration date.³ No such application was filed, and the Station's license expired on December 1, 2003. Accordingly, on March 2, 2004, the staff wrote to Licensee indicating that the Station's license had expired and that: (1) all authority to operate the Station was terminated; and (2) the Station's call letters were deleted from the Commission's database. Licensee was advised that any further operation of the Station was unauthorized and must cease immediately.⁴ Upon receipt of the letter, on March 31, 2004, Licensee filed a petition for reconsideration of the canceled license and a license renewal application.⁵ On that same date, Licensee also filed a request for special temporary authority ("STA") to continue Station operations



¹ 47 C.F.R. § 73.3539; 47 U.S.C. § 301.

² *The Minority Voice, Inc.*, Memorandum Opinion and Order and Notice of Apparent Liability, 23 FCC Red 5607 (MB 2008). In the *NAL*, the Bureau proposed a forfeiture of the full base amount of \$3,000 specified in 47 C.F.R. § 1.80 for the failure to file a timely renewal application and the full base amount of \$10,000 for unauthorized operation. The Commission granted the license renewal application on April 3, 2008.

³ See 47 C.F.R. §§ 73.1020, 73.3539(a).

⁴ *Letter to The Minority Voice, Inc.*, Ref. 1800B3-DW (Chief, Audio Division, Media Bureau, Mar. 2, 2004).

⁵ File No. BR-20040331AQP. On January 28, 2005, the Media Bureau dismissed this application due to the application's "Red Light" status as determined by the Commission's Office of the Managing Director. See 47 C.F.R. § 1.1910.

pending consideration of the untimely WOOW(AM) renewal application.⁶ The staff granted the STA request on April 2, 2004, and it expired on October 2, 2004.⁷ Licensee continued to operate the Station after the expiration of the initial STA, but sought no further authority to operate until it filed a second STA request on November 28, 2005.⁸ The staff granted the second STA request on December 7, 2005, and it expired on June 7, 2006.⁹ Again, Licensee continued to operate the Station, this time until it ceased operations on September 13, 2007, subsequent to a visit from the Enforcement Bureau's Norfolk Office.¹⁰ It sought no further authority to operate until it filed the captioned renewal application and a third request for STA on September 25, 2007.¹¹ The staff granted the third STA request on September 27, 2007,¹² and it was to expire on March 27, 2008. Anticipating expiration, Licensee filed for an extension of its third STA on March 25, 2008.¹³ In the third STA request, Licensee explained that its March 31, 2004, renewal application was dismissed by the staff on January 28, 2005, due to the application's "Red Light" status as determined by the Commission's Office of the Managing Director. Licensee did not indicate why it continued the unauthorized operation of the Station from June 2006 to September 2007, although it did say that it recently engaged counsel to help resolve these matters and had taken steps to ensure that its "oversights" did not recur.¹⁴ Licensee submitted a response ("Response") to the NAL on May 6, 2008.

3. In its Response, Licensee asserts that the proposed forfeiture should be cancelled because: (1) the proposed forfeiture is inconsistent with other proposed forfeitures imposed on similarly situated licensees, and (2) it has a history of compliance with the Rules.

III. DISCUSSION

4. The forfeiture amount proposed in this case was assessed in accordance with Section 503(b) of the Act,¹⁵ Section 1.80 of the Rules,¹⁶ and the Commission's *Forfeiture Policy Statement*.¹⁷ In assessing forfeitures, Section 503(b)(2)(E) of the Act requires that we take into account the nature, circumstances, extent and gravity of the violation and, with respect to the violator, the degree of culpability, any history of prior offenses, ability to pay, and such other matters as justice may require.¹⁸

5. Licensee argues that the proposed forfeiture is inconsistent with and disproportionate to forfeitures proposed against similarly situated licensees, citing several recent NALs issued by the Media

⁶ See File No. BLSTA-20040329ANO.

⁷ See *Letter to The Minority Voice, Inc.*, Ref. 1800B3-PAD (Chief, Audio Division, Media Bureau, Apr. 2, 2004).

⁸ See File No. BLSTA-20051128AVK.

⁹ See *Letter to M'bulu K. Rouse*, Ref. 1800B3 (Chief, Audio Division, Media Bureau, Dec. 7, 2005).

¹⁰ See captioned application, Exhibit 6.

¹¹ See File No. BLSTA-20070925AIO.

¹² See *Letter to Coe W. Ramsey, Esq.*, Ref. 1800B3 (Chief, Audio Division, Media Bureau, Sep. 27, 2007).

¹³ See File No. BELSTA-20080325ADM. This was dismissed as moot when the application was granted.

¹⁴ See captioned renewal application, Exhibit 6.

¹⁵ 47 U.S.C. § 503(b).

¹⁶ 47 C.F.R. § 1.80.

¹⁷ *The Commission's Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate the Forfeiture Guidelines*, Report and Order, 12 FCC Rcd 17087 (1997), *recon. denied*, 15 FCC Rcd 303 (1999).

¹⁸ 47 U.S.C. § 503(b)(2)(E).

Bureau.¹⁹ These cases are distinguished from the present one because those licensees engaged in relatively short periods of unauthorized operation, for which the Bureau proposed a reduction from the base forfeiture amount of \$10,000. In contrast, Licensee operated the Station for four months after the expiration of its license, 14 months after the expiration of its first STA, and 15 months after the expiration of its second STA. Licensee's unauthorized operation of the Station was far more egregious than that of the licensees in the cited cases, and we find that those cases do not support reduction of the proposed forfeiture.

6. In addition, we reject Licensee's argument regarding its history of compliance with the rules.²⁰ Licensee is entirely owned by James Rouse.²¹ During the license period,²² the Media Bureau issued a Notice of Apparent Liability in the amount of \$13,000 to James Rouse for his nearly identical violations of the Act and the Rules with regard to the operation of Station WTOW(AM), Washington, North Carolina.²³ We therefore cannot find that Licensee's history of compliance warrants reduction of the forfeiture amount.²⁴

¹⁹ Response at 3-5, citing *Widener University*, Memorandum Opinion and Order and Notice of Apparent Liability for Forfeiture, 23 FCC Red 375 (MB 2008) (licensee engaged in unauthorized operation of the station for 5 weeks); *Schweitzer Media, Inc.*, Memorandum Opinion and Order and Notice of Apparent Liability for Forfeiture, 22 FCC Red 4095 (MB 2007) (licensee engaged in unauthorized operation of the station for 14 months); *Gallatin Valley Witness, Inc.*, Memorandum Opinion and Order and Notice of Apparent Liability for Forfeiture, 22 FCC Red 4090 (MB 2007) (licensee engaged in unauthorized operation of the station for 14 months); *Faith Enterprises, Inc.*, Memorandum Opinion and Order and Notice of Apparent Liability for Forfeiture, 22 FCC Red 3734 (MB 2007) (licensee engaged in unauthorized operation of the station for 3 months); *Discussion Radio, Inc.*, Memorandum Opinion and Order and Notice of Apparent Liability for Forfeiture, 19 FCC Red 7433 (2004) (licensee engaged in unauthorized operation of the station for 14 months). To the extent that Licensee cites to Enforcement Bureau cases in which licensees were fined different amounts for similar violations, we note that those cases predate more recent Media Bureau precedent. Furthermore, the Media Bureau retains discretion to determine forfeiture amounts on a case-by-case basis. See 47 C.F.R. § 1.80(b)(4), Note ("The Commission and its staff retain the discretion to issue a higher or lower forfeiture than provided in the guidelines, to issue no forfeiture at all, or to apply alternative or additional sanctions as permitted by the statute."); see also *Gaston College*, Forfeiture Order, 25 FCC Red 982, 986 (EB 2010) (declining to follow Media Bureau precedent involving denial of access to station's public file); *John Jason Bennett*, Letter, 20 FCC Red 17193, 17195, n.14 (MB 2005) (noting that Wireless Bureau precedent is not binding on Media Bureau).

²⁰ Response at 6.

²¹ Findings of violations, or apparent violations, by parent, sister or commonly controlled companies are imputed to, and also negate the past history claim, of the company under investigation. See, e.g., *Urban Radio, III, L.L.C.*, Forfeiture Order, 25 FCC Red 8215, 8217 (MB 2009) (finding that licensee was not entitled to a reduction of proposed forfeiture based on history of compliance where another subsidiary of its parent company had been issued a forfeiture order for violation of the Rules).

²² *Paulino Bernal Evangelism*, Memorandum Opinion and Order, 21 FCC Red 9532 (EB 2006) (in determining whether a licensee has a history of overall compliance, offenses need not be "prior" to be considered, and for stations having the same owner at the time of the violations, it is appropriate to consider such violations. Commission can consider violations occurring in cases where there has been no final determination).

²³ *James Rouse*, Memorandum Opinion and Order and Notice of Apparent Liability for Forfeiture, 22 FCC Red 5602 (MB 2008) (\$13,000 forfeiture proposed for filing renewal application after the station's license had expired and for several "extended periods of unauthorized operation" after the original untimely renewal application was dismissed under the "red light" program). In a separate action released today, we are issuing a \$13,000 forfeiture order to James Rouse for these violations.

²⁴ Moreover, even had Licensee's principal not received another NAL during the license term, we do not believe that a reduction in the forfeiture amount would be warranted due to the repeated and lengthy (nearly three years) nature of Licensee's unauthorized operation of the Station. See *Escalante City*, Memorandum Opinion and Order and

(continued...)

7. We have considered Licensee’s Response and the record of this case in light of the above statutory factors, our Rules, and the *Forfeiture Policy Statement*. We conclude that Licensee willfully²⁵ violated Section 73.3539 of the Rules and willfully and repeatedly²⁶ violated Section 301 of the Act.²⁷ We find that there is no basis for reduction and no basis for downward adjustment of the proposed monetary forfeiture.

IV. ORDERING CLAUSES

8. Accordingly, IT IS ORDERED, pursuant to Section 503(b) of the Communications Act of 1934, as amended, and Sections 0.283 and 1.80 of the Commission’s Rules,²⁸ that The Minority Voice, Inc., SHALL FORFEIT to the United States the sum of thirteen thousand dollars (\$13,000) for willfully violating Section 73.3539 of the Commission’s Rules and for willfully and repeatedly violating Section 301 of the Communications Act of 1934, as amended.

9. Payment of the forfeiture shall be made in the manner provided for in Section 1.80 of the Commission’s Rules within 30 days of the release of this Forfeiture Order. If the forfeiture is not paid within the period specified, the case may be referred to the Department of Justice for collection pursuant to Section 504(a) of the Act.²⁹ Payment of the forfeiture must be made by check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include the NAL/Acct. No. and FRN No. referenced in the caption above. Payment by check or money order may be mailed to Federal Communications Commission, at P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank–Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank: TREAS NYC, BNF: FCC/ACV–27000001 and account number as expressed on the remittance instrument. If completing the FCC Form 159, enter the NAL/Account number in block number 23A (call sign/other ID), and enter the letters “FORF” in block number 24A (payment type code).³⁰ Licensee will also send electronic notification on the date said payment is made to Kelly.Donohue@fcc.gov and Alexander.Sanjenis@fcc.gov. Requests for payment of the full amount of

(...continued from previous page)

Notice of Apparent Liability for Forfeiture, 25 FCC Red 2561 (MB 2010) (no downward adjustment in proposed forfeiture amount where license twice failed to timely file renewal applications and twice engaged in extended periods of unauthorized operation of its station).

²⁵ Section 312(f)(1) of the Act defines “willful” as “the conscious and deliberate commission or omission of [any] act, irrespective of any intent to violate” the law. 47 U.S.C. § 312(f)(1). The legislative history of Section 312(f)(1) of the Act clarifies that this definition of willful applies to Sections 312 and 503(b) of the Act, H.R. REP. NO. 97-765, 51 (Conf. Rep.), and the Commission has so interpreted the terms in the Section 503(b) context. See *Southern California Broadcasting Co.*, Memorandum Opinion and Order, 6 FCC Red 4387, 4387-88 (1991), *recon. denied*, 7 FCC Red 3454 (1992) (“*Southern California*”).

²⁶ Section 312(f)(2) of the Act defines “repeated” as “the commission or omission of [any] act more than once or, if such commission or omission is continuous, for more than one day.” 47 U.S.C. § 312(f)(2). See also *Southern California*, 6 FCC Red at 4388 (applying this definition of repeated to Sections 312 and 503(b) of the Act).

²⁷ 47 C.F.R. § 73.3539; 47 U.S.C. § 301.

²⁸ 47 U.S.C. § 503(b); 47 C.F.R. §§ 0.283, 1.80.

²⁹ 47 U.S.C. § 504(a).

³⁰ See 47 C.F.R. § 1.1914.

the forfeiture under an installment plan should be sent to: Associate Managing Director-Financial Operations, Room 1-A625, 445 12th Street, S.W., Washington, D.C. 20554.³¹

10. IT IS FURTHER ORDERED, that a copy of this Forfeiture Order shall be sent by Certified Mail Return Receipt Requested and by First Class mail to The Minority Voice, Inc., 405 S. Evans St., Greenville, North Carolina 27834, and to its counsel, Elizabeth E. Spainhour, Esq., Brooks, Pierce, McLendon, Humphrey, & Leonard, LLP, P.O. Box 1800, Raleigh, North Carolina 27602.

FEDERAL COMMUNICATIONS COMMISSION

Peter H. Doyle
Chief, Audio Division
Media Bureau

³¹ *Id.*

Table I Current Site W201AO Channel Study

TABLE I

W201AO Current Channel Study
Craven Community College

NAD 27
REFERENCE CH# 201D - 88.1 MHz, Pwr= 0.12 kW, HAAT= 41.0 M, COR= 53 M
35 36 56.0 N. Average Protected F(50-50)= 6.8 km
77 22 10.0 W. Omni-directional

CH CITY	CALL	TYPE	ANT STATE	AZI. <--	DIST FILE #	LAT. LNG.	Pwr(kW) HAAT(M)	INT(km) COR(M)	PRO(km) LICENSEE	*IN* (Overlap in km)	*OUT*
201C2 New Bern	WZNB	APP	DCX NC	156.7	61.21 336.8 BPED20150601AFB	35 06 32.0 77 06 10.0	36.000 116	125.7 123	44.7 Craven Community College	-70.8*	-4.6 **
204C3 Snow Hill	WAGO	LIC	CN NC	234.2	31.98 54.0 BLED19900702KB	35 26 49.0 77 39 20.0	17.000 89	3.5 112	34.5 Pathway Christian Academy,	22.5	-3.3 **
201C3 Raleigh	WKNC-FM	LIC	DCX NC	279.6	119.29 98.9 BLED20160719ABF	35 47 15.0 78 40 14.0	25.000 80	115.6 184	40.4 North Carolina State Unive	-3.0	58.1
255C3 Bethel	WLXB	LIC	C NC	356.8	19.54 176.8 BMLD20150303AAM	35 47 29.0 77 22 54.0	11.200 149	0.0 163	0.0 Educational Media Foundati	12.0R	7.5M
255C3 Bethel	AL7051	RSV-A	NC	357.7	21.25 177.7 RM10057	35 48 25.0 77 22 44.0	25.000 100	0.0 117	0.0	12.0R	9.3M
201A Emporia	WHRL	LIC	CX VA	351.8	119.85 171.7 BLED20111214AAX	36 41 04.0 77 33 41.0	4.200 119	85.9 165	29.2 Hampton Roads Educational	27.0	67.4
201C1 Lockwoods Folly Tow	WGHW	LIC	DVX NC	198.2	177.16 17.9 BLED20150529ADI	34 05 51.7 77 58 18.2	52.000 110	129.5 114	45.2 Church Planters Of America	41.5	111.1
202C2 Elizabeth City	WVRL	LIC	DCX NC	51.1	124.05 231.7 BLED20030206ACQ	36 18 40.0 76 17 34.0	50.000 136	75.4 136	49.7 Liberty University, Inc.	41.6	64.1
201C1 Lockwoods Folly Tow	WGHW	APP	DVX NC	198.2	177.16 17.9 BLED20150526ACF	34 05 51.7 77 58 18.2	52.000 104	128.4 107	44.1 Church Planters Of America	42.6	112.2
202D Wilson	W202CD	LIC	C NC	284.2	60.74 103.8 BLFT20120216AAP	35 44 52.0 78 01 14.0	0.038 55	9.4 103	6.5 Educational Media Foundati	44.5	45.5

Study Notes:

- ** PENDING APPLICATION OF WZNB WILL CAUSE INTERFERENCE TO THE CURRENT SIGNAL/COVERAGE AREA OF W201AO AS NOTED IN THE TABULATION, THE PREDICED INTERFERENCE COVERAGE CONTOUR OF Wznb IS PREDICTED TO OVERLAP THE CURRENT SITE OF W201AB BY 70.8 KM (44 MILES) THUS IS CAN BE PRESUMED THAT EXCESS INTERFERENCE TO THE W201AO WILL OCCUR. W201AO WOULD QUALIFY FOR A DISPLACEMENT CHANNEL AS A RESULT.
- ** IN ADDITION TO THE INCOMING INTERFERENCE W201AO CAUSE SLIGHT OVERLAP TO THE PENDING WZNB APPLICATION AND TO THE EXISTING WAGO, SNOW HILL FACILITY. AS SUCH ANY CHANGE IN THE OPERATION OF W201AO WOULD HAVE TO BECOME RULE COMPLIANT AND ELIMINATE THE OVERLAP BY REDUCING POWER, MODIFYING ITS ANTENNA, OR CHANGING SITES.



Table II WZMB Site W201AO Channel Study

TABLE II

AT WZMB SITE

W201AO Current Channel Study ALTERNATE CHANNEL 210
Craven Community College

NAD 27
REFERENCE CH# 2100 - 89.9 MHz, Pwr= 0.12 kW, HAAT= 41.0 M, COR= 55 M
35 36 01.0 N.
77 21 53.0 W.
Average Protected F(50-50)= 6.8 km
Omni-directional

CH CITY	CALL	TYPE	ANT STATE	AZI. <--	DIST FILE #	LAT. LNG.	Pwr(kW) HAAT(M)	INT(km) COR(M)	PRO(km) LICENSEE	*IN* (Overlap in km)	*OUT*
209C Raleigh	WCPE	LIC	CY NC	290.9 107.60 110.3	107.60 BLED20031103AAJ	35 56 25.0 78 28 45.0	100.000 359	113.2 462	76.8 Educational Information Co	-12.9*	21.7
210C2 Newport	NEW	CP	VX NC	142.7 119.92 323.2	119.92 BNPED20071015AFC	34 44 21.0 76 34 08.0	34.000 91	119.4 91	39.8 Brice's Creek Bible Church	-6.1	58.0
207C1 New Bern	WTEB	LIC	C NC	156.4 59.48 336.6	59.48 BMLD20111202AFW	35 06 32.0 77 06 10.0	100.000 147	7.1 154	58.3 Craven Community College	45.9	0.6
210C2 Elizabeth City	WRVS-FM	LIC	CN NC	53.5 128.50 234.2	128.50 BLED19910110KDD	36 16 55.0 76 12 44.0	41.000 70	120.2 73	37.3 Elizabeth City State Unive	0.9	66.5
212C2 Kinston	WKNS	LIC	DE NC	243.6 45.70 63.3	45.70 BLED19900604KDD	35 25 01.0 77 48 57.0	35.000 98	4.5 130	42.4 Craven Community College	34.9	2.4
208D Bell Arthur	W208AO	LIC	VN NC	272.0 14.85 91.9	14.85 BLFT19900803TA	35 36 17.0 77 31 43.0	0.070 38	0.6 56	5.6 Grace Missionary Baptist C	8.2	8.2
211C2 Garysburg	WZRU	LIC	DCX NC	345.1 73.98 164.9	73.98 BLED20081119ASC	36 14 39.0 77 34 40.0	11.000 154	49.0 181	32.5 Pathway Christian Academy,	17.8	31.2
213C3 Williamston	WTGX	LIC	DCX NC	43.2 46.81 223.4	46.81 BLED20140929AAD	35 54 24.0 77 00 32.0	20.000 92	2.5 100	25.2 Pathway Christian Academy,	37.0	19.6
211A Bath	WZPE	LIC	CX NC	105.3 51.98 285.7	51.98 BLED20100818ABQ	35 28 32.0 76 48 44.0	4.500 39	24.7 43	16.7 Educational Information Co	19.8	25.0
210D New Bern	W210DS	LIC	C NC	161.0 54.92 341.1	54.92 BLFT20041207ACT	35 07 56.0 77 10 04.0	0.120 36	22.3 45	6.6 Educational Information Co	26.1	26.4
264C Wake Forest	WRDU	LIC	CX NC	290.2 75.30 109.8	75.30 BLH20100106AEL	35 49 53.0 78 08 50.0	100.000 600	0.0 664	0.0 Capstar Tx, LLC	29.0R	46.3M

STUDY NOTES:

CHANNEL IS CLEAR NO OUTGOING INTERFERENCE - STUDY RUN AT WZMB EAST CAROLINA UNIVERSITY MEDNENHALL STUDENT CENTER TRANSMITTER SITE.

REDUCED INCOMING INTERFERENCE.



Enviro Assessments East, Inc.

Asbestos-Lead-Mold Inspections & Abatement

10705 Hwy 55 West
Dover, NC 28526
Phone (252) 527-3052
FAX (252) 527-3055
Email Josh@eae-inc.com
www.eae-inc.com

Inspection # - ASB16-0921-02

Wednesday, September 21, 2016

City of Greenville
200 West 5th Street
Greenville, NC 27835

Reference: Asbestos Inspection Report
105 East 1st Street – Radio Tower Building
Greenville, NC 27858

Dear City of Greenville,

Enviro Assessments East, Inc. (EAE, Inc.) has completed the Asbestos Survey of the Property located at 105 East 5th Street in Greenville, NC. We are pleased to provide you with this report, and if there are any questions please let us know.

Description of Services

An Asbestos Survey was performed on September, 19th, 2016 by NC Licensed inspector Jason T. Simpson (NC Inspector # 12882). The inspection was conducted in general accordance with the U.S. Environmental Protection Agency requirements and in General accordance with the North Carolina Health Hazards Control Unit. This inspection was performed in preparation for the demolition of the radio tower and building located on site.

Inspection Process

EAE, Inc. began the survey by determining homogeneous areas within each structure. Those areas are defined as having suspect materials that are alike based upon location, material type, color, texture, and time period of installation. Representative bulk samples were collected of each homogeneous area of each structure.

As required a minimum of 2 samples were taken of each material. These account for a total of 8 Bulk samples taken for analysis and 0 additional layers separated by the lab for a total of 8 Samples. All samples were double bagged and sent along with a chain of Custody (Attached) to a National Voluntary Laboratory Accreditation Program (NVLAP) approved laboratory for analysis. The samples were analyzed using Polarized Light Microscopy (PLM).

Results and Recommendations

Of the 8 totals samples analyzed, 2 were found to contain asbestos. It is required that these materials be properly abated prior to disturbance by renovation activities or demolition. Please see the table below for a description of materials found to contain asbestos.

Sample #	Material Type	Location	% Asbestos	Quantity
1,2	Cool Seal	Building Roof	3% Chrysotile	Approx. 170 SF

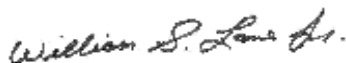
- All square footages are approximate.

Limitations

To the best of my knowledge, no other asbestos containing materials were found that were sampled in this survey. Before a building is to be renovated or demolished, all asbestos material that will be disturbed should be removed by a North Carolina State Licensed Asbestos Contractor using only licensed workers and supervisors.

If during demolition or remodeling any other suspect asbestos material is discovered, stop work immediately and test those materials for asbestos.

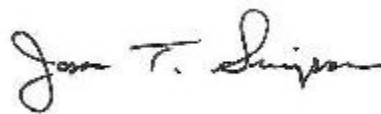
Sincerely,



William S. Lane Jr., President
Enviro Assessments East, Inc.

NC Asbestos Inspection # 12021
NC Asbestos Supervisor # 33514
NC General Contracting # 60742
NC Lead Firm # FPB-0292
NC RRP # RRP-0943
NC Lead Supervisor # 130279
VA & SC License upon Request

Sincerely,



Jason T. Simpson, Estimator/PM
Enviro Assessments East, Inc.

NC Asbestos Inspector # 12882
NC Asbestos Supervisor # 34329

Enviro Assessments East, Inc.

Asbestos-Lead-Mold Inspections & Abatement

10705 Hwy 55 West
Dover, NC 28526
Phone (252) 527-3052
FAX (252) 527-3055
Email Josh@eae-inc.com
www.eae-inc.com

Inspection # - LEAD16-0921-01

Wednesday, September 21, 2016

City of Greenville
200 West 5th Street
Greenville, NC 27835

Reference: Lead Inspection Report
105 East 1st Street – Radio Tower and Building
Greenville, NC 27858

Dear City of Greenville,

Enviro Assessments East, Inc. (EAE, Inc.) has completed the Limited Lead Survey of the Property located at 105 East 1st Street in Greenville, NC. We are pleased to provide you with this report, and if there are any questions please let us know.

Description of Services

Paint chip sampling was performed on September 19th, 2016 by William S. Lane Jr. The inspection was conducted in general accordance with professional industry standards. This inspection was performed to identify the presence of lead paint prior to the demolition of the Radio Tower and Building located on site. This inspection was conducted in accordance with OSHA Lead sampling regulation.

Inspection Process

EAE, Inc. began the survey by observing the building and tower to be demolished. Once specific areas were identified for inspection, EAE Inc. identified which paint types were homogeneous. These paints are alike based upon color and substrate type in which it is applied. Representative paint chip samples were collected of each homogeneous area of each structure.

As a minimum, 1 sample of each homogenous paint is required to be taken. These account for a total of 6 Bulk samples taken for analysis. All samples were double bagged and sent along with a chain of Custody (Attached) to Schneider Labs located in Richmond, VA. The samples were analyzed using Flame Atomic Absorption (FLAA), in accordance with Method EPA 3050B and 7000B.

Results and Recommendations

Of the 6 samples analyzed, 3 were found to be above EPA and HUD standard for lead base paint of 0.5% by dry weight. See individual samples in table below.

Sample #	Sample Area	Condition of Paint	Color	Analysis % by Weight
1	Metal Doors and Frames (Building)	Poor	White	0.922
2	Interior Wood Shelving (Building)	Poor	White	0.0108
3	Interior and Exterior Block Walls (Building)	Poor	White	0.00542
4	Exterior Wood Trim (Building)	Poor	White	0.528
5	Radio Tower	Poor	Red	12.2
6	Support Bracket (Exterior Building Antennae)	Poor	White	0.00441

Note: Due to this property being classified as commercial, EPA Lead RRP as well as HUD regulations do not apply during the renovation/demolition activities.

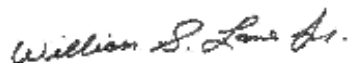
Note: OSHA considers ANY detectable levels of lead a concern when renovation or demolition will disturb the painted surface. Therefore, OSHA regulations must be followed during these activities, as it pertains to worker health and safety

Limitations

To the best of my knowledge, no other lead containing paint was found that was sampled in this survey. If renovation or demolition activities are to impact lead coated surfaces, all work should be conducted by workers trained in "lead safe work practices" as outlined by the Occupational Safety and Health Administration (OSHA).

If during demolition or renovation any other suspect lead containing material is discovered, stop work immediately and presume or test those materials for lead. In addition, all lead coated components or paint removed from lead coated components should be disposed of in accordance with all Federal, State and Local Regulations.

Sincerely,



William S. Lane Jr., President
Enviro Assessments East, Inc.

NC Asbestos Inspection # 12021
NC Asbestos Supervisor # 33514
NC General Contracting # 60742
NC Lead Firm # FPB-0292
NC RRP # RRP-0943
NC Lead Supervisor # 130279
VA & SC License upon Request

Attachment I



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Enviro Assessments East Inc. (1833)
Address: 10705 Highway 55 West
Dover, NC 28526

Order #: 185099

Received 09/20/16
Analyzed 09/20/16
Reported 09/20/16

Attn:
Project: Radio Tower Building 2
Location: Grennville Commons
Number:

PO Number:

Method: EPA 600/R-93/116 & 600/M4-82-020

PLM Analysis

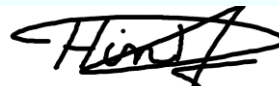
Sample ID	Collected	Cust. ID	Location	Asbestos Fibers	Other Materials
185099-001	09/19/16	1	Roof		
Layer 1:	Cool Seal			3% CHRYSOTILE	97% NON FIBROUS MATERIAL
	Silver, Bituminous				
185099-002	09/19/16	2	Roof		
Layer 1:	Cool Seal			3% CHRYSOTILE	97% NON FIBROUS MATERIAL
	Silver, Bituminous				
185099-003	09/19/16	3	Roof		
Layer 1:	Built-up Roofing			None Detected	45% CELLULOSE FIBER
	Black, Bituminous/Fibrous				55% NON FIBROUS MATERIAL
185099-004	09/19/16	4	Roof		
Layer 1:	Built-up Roofing			None Detected	45% CELLULOSE FIBER
	Black, Bituminous/Fibrous				55% NON FIBROUS MATERIAL
185099-005	09/19/16	5	Window		
Layer 1:	Caulking			None Detected	100% NON FIBROUS MATERIAL
	White, Rubbery				
185099-006	09/19/16	6	Window		
Layer 1:	Caulking			None Detected	100% NON FIBROUS MATERIAL
	White, Rubbery				
185099-007	09/19/16	7	Barrel		
Layer 1:	Coating			None Detected	40% CELLULOSE FIBER
	Black, Bituminous/Fibrous				60% NON FIBROUS MATERIAL
185099-008	09/19/16	8	Barrel		
Layer 1:	Coating			None Detected	40% CELLULOSE FIBER
	Black, Bituminous/Fibrous				60% NON FIBROUS MATERIAL

Reporting Limit: 1% PLM analysis is based on Visual Estimation and NESHAP recommends that any asbestos content less than 10 percent be verified by PLM Point Count or TEM Analysis. The EPA recommends that any vermiculite sample with a trace (<1) or greater amount of asbestos is a concern and should be treated as Asbestos Containing Material (ACM). This report must not be reproduced except in full with the approval of the laboratory. The test results reported relate only to the samples submitted.

Method: EPA 600/R-93/116 & 600/M4-82-020

PLM Analysis

Sample ID	Collected	Cust. ID	Location	Asbestos Fibers	Other Materials
-----------	-----------	----------	----------	-----------------	-----------------



Analyst: Wilson, John

Reviewed By: Hind Eldanaf

Total layers analyzed on order: 8

Microscopy Supervisor

185099-09/20/16 03:56 PM

Reporting Limit: 1% PLM analysis is based on Visual Estimation and NESHAP recommends that any asbestos content less than 10 percent be verified by PLM Point Count or TEM Analysis. The EPA recommends that any vermiculite sample with a trace (<1) or greater amount of asbestos is a concern and should be treated as Asbestos Containing Material (ACM). This report must not be reproduced except in full with the approval of the laboratory. The test results reported relate only to the samples submitted.

V:1851185099

Enviro Assessments East, Inc. **ACCOUNT # 1833**
 10705 Hwy 55 West
 Dover, NC 28526
 Contact: Sammy Lane
 PH# 252-560-3363 Fax#252-527-3055
 Email: eae200@embarqmail.com
 labresults@eae-inc.com

LABORATORY TEST REQUEST

Laboratory Name: Schneider
 Account Name: City of Greenville
 Survey Site: Radio Tower Building 2
 Address: Greenville Commons
Greenville, NC 27838

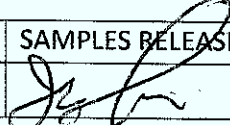
sdaniel 9/20/2016 9:50:00 AM
 UPS 1Z2E28999059709441

Sample Type: Asbestos Bulk	Analysis Type: PLM	Date Shipped: <u>9/19/16</u>
Turn Around Time: 24 HR	# of Samples: <u>8</u>	Date Collected: <u>9/19/16</u>

Special Instructions/Notes

Sample #	Sample type	Location	P/S
1	Cool Seal	Metal fascia Roof	
2	" "	" " "	
3	Butt up Roof	Roof	
4	" " "	"	
5	Ceiling	Window	
6	"	"	
7	Coating	Barrel to Rear	
8	"	" " "	
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			

CHAIN OF CUSTODY RECORD

DATE/TIME	CONDITION OF SAMPLE	SAMPLES RECEIVED BY:	SAMPLES RELEASED BY:
<u>9/19/16</u>	Double Bagged		 Item # 10

Attachment II



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Enviro Assessments East Inc. (1833)
Address: 10705 Highway 55 West
 Dover, NC 28526

Order #: 185101

Matrix: Paint
Received: 09/20/16
Analyzed: 09/20/16
Reported: 09/21/16

Attn:
Project: Radio Tower And Building
Location: Greenville Commons
Number:

PO Number:

Sample ID	Cust. Sample ID	Location	Sample Date	Weight			
Parameter		Method		Total µg	% / Wt.	Conc.	RL*
185101-001	1	Doors And Framing	09/19/16	328 mg			
Lead		EPA 7000B / 3050B		3030 µg	0.922 %	9220 mg/kg	305 mg/kg
185101-002	2	Int Shelving	09/19/16	313 mg			
Lead		EPA 7000B / 3050B		33.7 µg	0.0108 %	108 mg/kg	31.9 mg/kg
185101-003	3	Int/Ext Block Walls	09/19/16	324 mg			
Lead		EPA 7000B / 3050B		17.6 µg	0.00542 %	54.2 mg/kg	30.9 mg/kg
185101-004	4	Ext Trim	09/19/16	334 mg			
Lead		EPA 7000B / 3050B		1760 µg	0.528 %	5280 mg/kg	150 mg/kg
185101-005	5	Radio Tower	09/19/16	321 mg			
Lead		EPA 7000B / 3050B		39200 µg	12.2 %	122000 mg/kg	3120 mg/kg
185101-006	6	Support Bracket	09/19/16	317 mg			
Lead		EPA 7000B / 3050B		14.0 µg	0.00441 %	44.1 mg/kg	31.5 mg/kg

Dup failed due to interference

Analyst: OHE
 185101-09/21/16 08:29 AM

Abisola O Kasali

Reviewed By: **Abisola Kasali**
 Metals Supervisor

Minimum reporting limit: 10.0 µg. Lead Based Paint contains 0.5% lead by weight per Federal statute. The OSHA Lead in Construction Standard, 29 CFR 1926.62, is invoked if any lead is present in the sample. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted.

Enviro Assessments East, Inc. ACCOUNT # 1833 10705 Hwy 55 West Dover, NC 28526 Contact: Sammy Lane PH# 252-560-3363 Fax#252-527-3055 Email: eae200@embarqmail.com labresults@eae-inc.com		LABORATORY TEST REQUEST Laboratory Name: Schneider Account Name: <u>City of Greenville</u> Survey Site: <u>Radio Tower + Buildings</u> Address: <u>Greenville Commons</u> <u>Greenville, NC 27858</u>	
Sample Type: <u>Asbestos-Bulk</u>	Analysis Type: <u>PLM % by weight</u>	Date Shipped: <u>9/19/16</u>	
Turn Around Time: <u>24 HR</u>	# of Samples: <u>6</u>	Date Collected: <u>9/19/16</u>	
Special Instructions/Notes <u>Lead Paint Chips</u>			

Sample #	Sample type	Location	P/S
1	White Paint	Metal doors + framing	
2	" "	Interior Wood Shelving	
3	" "	Interior / Exterior Block Walls	
4	" "	Exterior Wood Trim	
5	Red " / Primer	metal Radio Tower	
6	White Paint	metal Support Bracket (South Side)	
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			

CHAIN OF CUSTODY RECORD

DATE/TIME	CONDITION OF SAMPLE	SAMPLES RECEIVED BY:	SAMPLES RELEASED BY:
<u>9/19/16</u>	<u>Double Bagged</u>		<u>[Signature]</u> Item # 10



City of Greenville, North Carolina

Meeting Date:
10/17/2016
Time: 6:00 PM

Title of Item: Discussion of appointment to Pitt County Animal Control Advisory Board

Explanation: **Abstract:** Mayor Pro-Tem Kandie Smith requested an item be added to the September agenda to discuss if there is any interest in a City Council Member having a seat on the Pitt County Animal Control Advisory Board since a large portion of the animals are from the City of Greenville. At the September 8, 2016, City Council meeting, this item was continued to October.

Explanation: The Pitt County Animal Control Advisory Board consists of 10 members appointed by the Pitt County Commissioners. One member is a veterinarian, one member is a County Commissioner, and the remaining members are non-specified. The Board meets on the fourth Wednesday of every other month at 5:30 p.m. The Advisory Board's purpose is as follows:

- To advise the County Staff and Board of Commissioners concerning animal shelter operation and animal control policies in general.
- To recommend schedules and changes thereto for the services provided.
- To recommend and document operational procedures and changes thereto to the staff and/or Pitt County Board of Commissioners.
- To advise the staff and the Pitt County Board of Commissioners regarding the development, design, and renovation of new and existing facilities.
- To review and have input to the animal control budget.
- To promote spay and neuter programs and other animal population control programs in the community.
- To organize and promote the solicitation of private funds and in kind contributions to the animal control program.
- To promote the adoption of unwanted animals.

Attached for your information is a copy of the Pitt County Animal Control Advisory Board's Strategic Plan dated 2013. This document provides background on the programs and services of Pitt County Animal Control and the Pitt County Animal Shelter, which you can use as background information on the issues, concerns, and work of this Advisory Board.

Several options, and there may be others, are listed below for Council consideration:

1. Pitt County Board of County Commissioners appoint a member of the City Council to serve a standing appointment as a voting member of the Pitt County Animal Control Advisory Board. This may require an amendment to the Pitt County Advisory Board's appointments policy. Pitt County designates a Commissioner to serve as a voting member of this Board.
2. The City Council recommend (vote on) a member of Council; Pitt County Board of County Commissioners would ratify the appointment of a Council member to serve as a City Council liaison to the Pitt County Animal Control Advisory Board (non-voting). This may require an amendment to the Pitt County Advisory Board's appointments policy.
3. Recommend the City of Greenville require the Police Department's command staff or Animal Protective Services Unit Supervisor or designee to attend the meetings of the Pitt County Animal Control Advisory Board. Such attendance would be non-voting, or the City would secure a permanent appointment of the person in this classification to serve on the Pitt County Animal Control Advisory Board (voting member). This may require an amendment to the Pitt County Advisory Board's appointments policy.
4. Determine not to pursue an appointment or to serve as Council liaison at this time.

Fiscal Note: No direct cost to discuss this issue.

Recommendation: Discuss the options as listed or otherwise determine a recommendation.

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

Attachments / click to download

 [Pitt County Animal Control Advisory Board Report](#)

Pitt County Animal Control Strategic Planning

Winter 2013

Pitt County Animal Control Advisory Board



Preface

First, this document will outline the role of the Pitt County Animal Control Advisory Board (PCACAB). The purpose of PCACAB (*formerly called the Citizens Advisory Committee for Pitt County Animal Control*) was defined many years ago and include the following:

- To advise the County Staff and Board of Commissioners concerning animal shelter operation and animal control policies in general.
- To recommend schedules and changes thereto for the services provided.
- To recommend and document operational procedures and changes thereto to the staff and/or Pitt County Board of Commissioners.
- To advise the staff and the Pitt County Board of Commissioners regarding the development, design, and renovation of new and existing facilities.
- To review and have input to the animal control budget.
- To promote spay and neuter programs and other animal population control programs in the community.
- To organize and promote the solicitation of private funds and in kind contributions to the animal control program.
- To promote the adoption of unwanted animals.

Next, this document was developed to articulate the results of the Pitt County Animal Control Strategic Planning (PCACSP) exercise initiated during the Spring of 2013. The PCACAB unanimously agreed that a PCACSP exercise would be valuable in moving animal care concerns forward in the county.

The purpose of the PCACSP is to address the following questions regarding Pitt County animal control, in general; and the Pitt County Animal Shelter (PCAS), specifically. (Note that *shelter* refers to PCAS in this document.)

The first question is “**What are we Doing?**” It is addressed in Chapter I of this document and the question refers to the current operations of PCAS in regards to the animals that come into the shelter for a resolution of some kind. (Note that, in this document, *animals* refers to cats and dogs.)

The resolutions may include:

- Returning lost animals to their owners;
- Transferring animals to approved animal rescue organizations for adoption;
- Adopting animals into appropriate homes; or
- Euthanasia of animals as appropriate.

Under this question, the care of the animals while in the shelter is also addressed. In 2012, with input from the Pitt County Manager, the Pitt County Animal Control Manager, PCAS shelter staff (hereafter may also be referred to as *staff*), and PCACAB, the PCAS operating policies and procedures were reviewed and revised. The new Pitt County Animal Shelter and Rabies Control: Policies and Procedures (here after referred to as *policies and procedures*) document provides a baseline for how all Pitt County shelter staff and volunteers perform routine shelter duties.

Pitt County Animal Control Advisory Board

PCACAB also adopted specific recommendations from the Shelter Care Guidelines document published in 2010 (See Attachment 2). There will be specific goals addressing the continued adoption of those Guidelines. The first chapter of this document will introduce the various Pitt County Animal Care Resources; provide information about the municipalities that PCAS support; provide general overviews of PCAS staff and management, the facility, and general data collection; and include the intake form.

The next question addressed during the PCACSP is “**How are we Doing It?**” Chapter II of this document provides information regarding NC certification requirements; partners and municipalities relationships; historical intake and disposition data; as well as, estimated costs, historically, for the care of the animals while in the shelter.

This question also looks at the animal intake data that has been collected since 2002 and the articulation of some trends suggested by that data. The data collected include:

- Dog and cat intakes;
- Dog and cat adoptions;
- Dog and cat reclaimations; and
- Dog and cat euthanasia

A number of assessments were initiated through the PCACSP and a summary of the data collected via these assessments will be presented in this Chapter of the PCACSP document. Those assessments include:

- Comments from 3 Public Forums;
- Comments from Pitt County Animal Control Survey;
- Comments from PCAS Staff and Management Surveys; and along with onsite shelter visits.

Lastly, the question, “**What Can We Improve on and How?**” is presented, in Chapter III, via the results of numerous assessments, data collected via the PCAS input form, and careful evaluations of the information presented in the previous 2 chapters.

Chapter III will include the following:

- Defining a “Vision for the Future” for PCAS; and
- Discussion of Immediate, Short, Intermediate, and Long Term Goals for PCAS
 - In this document, *immediate goals recommendations* are those in which the discussion, planning, and implementation of such program (operating policy) shall began during the adoption phase of this document by the PCACAB. In some cases; these recommendations are already in the planning phase, thus the recommendations are merely expansions of the scope of the current operating policies.
 - *Short, Intermediate, and Long-Term goals recommendations* shall be in the discussion, planning, and implementation phases in 1-2 years, 2-5 years, and 5-10 years, respectively.

In order for any goal to be fully obtained, there are critical phases that the process must go *through* (See Table 7).

1. The first phase is the **Discussion** phase. It is in this phase that the need for the goal is identified and appropriate dialogue with County and other experts associated with the concepts that the particular action involves is initiated. Sometimes before an action can be planned an **Options Paper** is developed. This document identifies all of the possible directions that may be taken in order to arrive at the result that the Action is designed to achieve. It includes cost/benefits analyses and any other appropriate contingencies. The Options Paper is designed to bring everyone up to speed on the issues associated with the particular Action. Very few goals have implementation actions without prior discussion, except those that are currently defined as “*on going*” (See Table 7).
2. The next phase is the **Action** planning. In this stage, all of the critical entities are defined and their specific roles and responsibilities are laid out and accepted by the critical entities.
3. The **Implementation** phase is next and it follows the direction put forth in the planning phase. There may be adjustments made due to special circumstances (i.e., critical entity no longer available). In most cases, these nuances may have been discussed and contingency plans developed.
4. **Measures of Progress/Success** process is an evaluation that is scheduled and conducted to determine if the goal is still obtainable, progressing as scheduled (i.e., earlier or later implementation), and next steps determined to mitigate any special circumstances.

After the assessments were conducted and reviewed, PCACAB adopted a “Vision for Future Operations of PCAS”. That vision is:

The Pitt County Animal Shelter will act as the county leader in addressing animal control by:

- ❖ *Advocating for PCAS to have adequate personnel and funding to continue meeting North Carolina required guidelines for certification;*
- ❖ *Coordinating with all partners, including municipalities within the county, in addressing animal care issues and providing general information sharing opportunities; and*
- ❖ *Continuing to educate county residents about animal control concerns and solicit public feedback where appropriate.*

Immediate Goals (Now)

- Continue meeting NC Code
- Hire 3 FTEs and 1 part time FTE
- Develop Communication Strategy
- Discuss the establishment of Pitt County Leash Law (here after referred to as *Animal Containment Ordinance*);
- Centralized County lost pets site
- Discuss policy for working alone at PCAS

Short Term Goals (1 – 2 years)

- Continue meeting NC Code
- Implement Community Strategy
- Develop Action Plan for Animal Containment Ordinance

Pitt County Animal Control Advisory Board

- Hire 1 FTE for shelter and field operations
- Implement volunteer recruitment program
- Develop Action Plan for recommendations from the Shelter Guidelines document
- Develop Action Plan pet registration with fee
- Increase live release rate by 5%
- Reduce euthanasia rate yearly
- Implement owner-surrender by appointment

Intermediate Term Goals (2 – 5 years)

- Continue meeting NC Code
- Continue implementing Community Strategy
- Implement Pitt County Animal Containment Ordinance
- Implement Shelter Guidelines Action Plan
- Implement pet registration
- Continue increase live release rate and
- Reduce euthanasia rate yearly
- Discuss anti-tethering policy
- Discuss banning animals riding uncontained in vehicle

Long Term Goals (5 – 10 years)

- Continue meeting NC Code
- Continue increase live release rate and
- Reduce euthanasia rate yearly
- Discuss anti-tethering policy
- Discuss banning animals riding uncontained in vehicle
- Revisit PCACSP activities

Acknowledgement:

This document was prepared by the Pitt County Animal Control Advisory Board and specifically, the PCAS Strategic Planning Committee during the Summer of 2013. Board members include Linda Mazer- Chair, James (JC) Woodley, Ashley-Nicole Russell, Kelli Williams, Dennis Honeycutt, Melonie Bryan, Ralph Skinner, and Katherine Willis, DVM. The Strategic Planning Committee include; James Woodley-Chair, Linda Mazer, and Ashley-Nicole Russell. Special thanks to Michele Whaley, PCAS Director and Pitt County Commissioner, Tom Coulson.



Pitt County Animal Control Strategic Planning

(Summer 2013)

Table of Contents

Chapter/Section	Title	Page
Chapter I	What Are We Doing?	7
Section 1	Introduction	7
Section 2	Describe The Strategic Planning Process	8
Section 3	Pitt County Animal Care Resources	9
Section 4	Municipality Information	12
Section 5	PCAS Management and Staff Analysis	14
Section 6	PCAS Space and General Animal Care Conditions	14
Section 7	Process of Data Collection at PCAS	17
Chapter II	How Are We Doing It?	19
Section 1	Introduction	19
Section 2	NC Certification Requirements	19
Section 3	PCAS Partners and Other Relationships	21
Section 4	PCAS Intake Data Municipality 2012 Snapshots	23
Section 5	PCAS Historical Animal Intake Data Review	25
Section 6	PCAS Historical Adoption Data Review	27
Section 7	PCAS Historical Animal Reclamation Data Review	28
Section 8	PCAS Intake Trends Data Review	30
Section 9	PCAS Live Release Rates Trends Data Review	31
Section 10	PCAS Euthanasia Trends Data Review	33
Section 11	Summary Table of Intake and Outcomes at PCAS with National Averages	35
Section 12	Estimated Cost of Animal Care at PCAS	36
Section 13	Summary Data from Pitt County Animal Control Public Forums	37
Section 14	Summary Data from Pitt County Animal Control Survey	38
Section 15	Summary Data from PCAS Staff/Management Surveys and Real-Time Observations	40
Chapter III	What Can We Improve On and How?	43
Section 1	“Vision for the Future of Pitt County Animal Control”	43
Section 2	Immediate Goals Recommendations	44
Section 3	Short Term Goals Recommendations	48
Section 4	Intermediate Term Goals Recommendations	49
Section 5	Long Term Goals Recommendations	51

Tables, Figures/Flow Charts, Charts

Tables		Page
Table	Social Media	8
Table 1	Non-Profit Animal Care Organizations in Pitt County	9
Table 2	Pitt County Municipalities That PCAS Supports	12
Table 3	PCAS Structural Capacity	17
Table 4	PCAS Adoption Driven Capacity	17
Table 5	Non-Profit Animal Care Organizations That PCAS Conduct Animal Transfers With In 2012	22
Table 6	Intake, Adoption, and Euthanasia Rates/1000 People	35
Table 7	Goals Timeline Tracking Table	52

Figures/Flow Charts		Page
Figure 1	PCAS Floor Plan	16
Flow Chart 1	PCAS Relationships Addressing Animal Care	21

Charts		Page
Chart 1	Animals Found In- or Surrendered From Municipalities in 2012	23
Chart 2	Dogs Found In- or Surrendered From Municipalities in 2012	24
Chart 3	Cats Found In- or Surrendered From Municipalities in 2012	25
Chart 4	Animal Intake Data from 2001 to 2012	25
Chart 5	Animal Adoption Data from 2001 to 2012	27
Chart 6	Animal Reclamation Data from 2001 to 2012	28
Chart 7	Animal Intake Trends Data from 2001 to 2011	30
Chart 8	Animal Live Release Rates Trends Data from 2001 to 2011	31
Chart 9	Euthanasia Trends Data from 2001 to 2012	33
Chart 10	Cost per Animal Handled at PCAS between 2002 and 2012	36
Chart 11	Total Cost of Animals Handled at PCAS between 2002 and 2012	36

Attachments		Page
Attachment 1	PCAS Surrender and Delivery Receipt	18
Attachment 2	PCAS Future Goals and Strategic Plans	54
Attachment 3	Pitt County Animal Control Strategic Planning Communication Strategy	56
Attachment 4	Estimated Pet Population Calculations Using Census Data and HSUS Formulas	60



Chapter I. What Are We Doing?

Section 1. Introduction

The Pitt County Animal Shelter (PCAS)—located at 4550 County Home Road in Greenville, North Carolina—sits nestled behind a county dumpsite and is conveniently positioned right beside the Spay Today clinic. The shelter serves Pitt County which, according to the 2012 Census Bureau, has an estimated population of 172,554 people with an average household income of approximately \$40,000. The average household contains 2.45 people, 85% of the population has at least a high school education, and 24% of population lives at or below the poverty level. The City of Greenville—the largest municipality within Pitt County—has a population of 87,242 and is one of the fastest growing large cities in the state. Also, within Greenville is a highly recognized medical and general health professional community and two relatively large advanced educational institutions, East Carolina University (ECU)—estimated student population of over 27,000—and Pitt County Community (PCC) College—estimated student population of ~10,000.

This type of environment is vulnerable to potential animals being surrendered, lost, and/or becoming strays because students and young professionals have a tendency to relocate more than the established communities. And often-time, they cannot take their pets with them. On the other hand, this type of environment is ripe for consistent pet adoptions because newcomers to the county often time look for companion animals to become part of their household.

PCAS provides a safe and secure place to house any stray and/or lost animals—delivered to them or picked up in the county—for a specific time prior to the animals being adopted or humanely euthanized. The shelter has cultivated working relationships with other agencies and non-profit animal care organizations (see Table 1) to address animal control issues in the county. The shelter also provides lost and/or stray animal space for the City of Greenville and other municipalities within Pitt County (see Table 2).

Mission

PCAS's Mission is *"To provide services which safeguard public health and safety by supporting the education of our citizens on responsible pet ownership, the protection of our community's animals from cruelty and neglect, and the housing, care, placement or humane resolution for the animals in its care."*

PCAS goals associated with the Mission are:

- ✓ To increase PCAS staff and Pitt County funding in order for PCAS to continue to meet NC certification requirements;
- ✓ To evaluate whether we are protecting Pitt County animals from cruelty and neglect;
- ✓ To explore additional avenues for educational support for Pitt County; To evaluate whether we are protecting Pitt County animals from cruelty and neglect; and
- ✓ PCAS staff is committed to working with the many partners to reduce pet over population and to increase the live release rate by 5% next year and further reductions in future years.

PCAS provide the following services to the county:

- ✓ Animal Care/Control Records/Data
- ✓ Rabies Control,
- ✓ Ordinance Enforcement,
- ✓ Public Information/Education,
- ✓ Complaint/Bite Investigation,
- ✓ Abuse/Neglect Response,
- ✓ Housing of Strays/Lost Animals,
- ✓ Adoption, and
- ✓ Euthanasia.

Education and Outreach:

PCAS utilizes all of the current forms of social media to announce the availability of animals for adoption. The electronic addresses for the media used are listed in the “Social Media” information box.

Social Media

Website
www.pittcoanimalshelter.petfinder.com

Twitter
[Twitter.com/pittcoanimals](https://twitter.com/pittcoanimals)

Facebook
www.facebook.com/groups/124703707549686/?ref=ts&fref

Adoptable Pets Visit
www.petfinder.com
www.petango.com/pittshelter

Section 2. Describe the Strategic Planning Process

Pitt County Animal Control Advisory Board (PCACAB) with the assistance of PCAS and Pitt County Government began the process of strategic planning addressing county animal control operations during the Spring of 2013. All of the entities mentioned above have an intimate knowledge of the issues associated with the day-to-day operation and maintenance of PCAS.

Section 2 of Chapter II will focus on The NC Animal Welfare Administrative Code under the Veterinary Division of the North Carolina Department of Agriculture and Consumer Services. The NC Administrative Code provides guidance for the operation of animal shelters in NC. In order for animal shelters to operate in NC, they must adhere to the requirements articulated in the Code. Successful meeting the standards provided in the NC Code is extremely important is maintaining PCAS.

PCAS has collected animal care data from its routine services to the residents of the county and has held special events to address community concerns and to promote awareness of proper animal care in the county.

A summary of the animal care data collected is provided in *Chapter II* of this document. Preliminary analysis of the data has revealed some trends. They include:

- ✓ Animal intakes are high but recent trends in the data suggest that intakes are declining significantly;
- ✓ Animal reclaimations and adoptions are still not negating the intakes; and
- ✓ Thus, the animals requiring shelter care is very high, and the cost for that care has risen sharply over the past 10 years.
 - In 2012 alone, 3915 animals were handled by the shelter; and
 - The costs for their care was \$109.05 per animal or \$426,942.00 annually.

Using US Census data and Humane Society of the United States (HSUS) animal population calculation formulas, present Pitt County dog and cat populations are estimated to be 55,077 and 60,430, respectively (See Attachment 4 Estimated Pet Population Calculations using Census data and HSUS Formulas). Thus, to address these trends and other Pitt County animal control concerns, the strategic planning process was initiated.

The process involves the following assessments:

- ✓ Shelter partners and municipality relationships,
- ✓ Community assessments, and
- ✓ Shelter operations along with staff and management concerns,

The strategic planning process is designed to be transparent. The public received information and was invited to address their concerns through 3 public forums. In addition, Pitt County residents were invited to participate in an online Pitt County Animal Care survey. Information gathered at the forums and the data captured through public participation of the animal care survey, is available in *Chapter II, Sections 13 and 14* of this document. PCAS management and staff surveys provided information regarding how the work environment is impacted by the daily operations at the shelter (summary of data can be found in *Chapter II, Section 15* of this document).

Valuable information will be gained from the assessments to help determine what the vision for the future of the shelter and its subsequent operations should be. The identification of appropriate immediate, short, intermediate, and long-term goals and recommendations for PCAS moving forward will be the ultimate deliverable of this strategic planning exercise.

Section 3. Pitt County Animal Care Resources

Table 1. Non-Profit Animal Care Organizations in Pitt County

Organization	Purpose	Website
Humane Society of Eastern Carolina	Rescue, Relocation, and Transportation	www.hsecarolina.org
Marley Fund	Fight Against Feline Retroviruses	www.marleyfund.com
PetSmart	Finding Homes for Pets	www.petsmart.com/adoptions
Saving Graces 4 Felines	Finding Homes for stray, abandoned, or feral cats	www.savinggraces4felines.com
Friends of the Pitt County Animal Shelter	Assist PCAS in areas such as animal fostering	www.pittfriends.com
Spay Today	Low cost spay and neutering to animals	www.spaytoday.net
Lees Carolina Cat House	Cat rescue and adoption	www.facebook.com/Lees-Carolina-Cat-House/21225448219104?sk=info

This section of the document lists other county animal control resources and their focus on animal care in Pitt County (See Table 1). The relationship of PCAS and these resources will be analyzed in *Chapter*

Pitt County Animal Control Advisory Board

II (Section 1) of this document. Recommendations for maintaining or improving specific relationships will be addressed in *Chapter III (Section 2)* of the document. Specifically, the **Immediate Goal** pertaining to the development and PCACAB approval of a communication strategy will focus on information transfer among partners.

The Humane Society of Eastern Carolina

The Humane Society of Eastern Carolina's mission is to serve as a safe haven for homeless and neglected pets and act as a resource to the community. By educating the public about issues pertaining to animals, we feel that we can work towards the elimination of over breeding of dogs and cats and teach owners to be responsible pet owners. At the same time, we hope to facilitate adoption of pets to good homes so that we can allow more unwanted animals to find a temporary home with us.

The HSEC is a no-kill shelter which is funded by donations. They have a limited intake of animals based primarily upon the animals' adoptability. They maintain a waiting list of animals that the public wants to re-home and do not accept strays. The animal can be called in a week or months and possibly never depending upon space and selection of current animals. The fee to surrender an animal is \$50 and they are supposed to be current with vaccines and rabies. At the present time they are operating with less than half of their cages full and limited hours open to the public due to monetary constraints. Even with lessening their intake numbers they have reportedly maintained consistent adoption numbers year to year. HSEC pulls animals from PCAS when they are able to.

Marley Fund

Marley's Cat Tales is dedicated to making a difference in the fight against feline retroviruses, including both feline leukemia and feline immunodeficiency viruses, through public service, promoting awareness and educating the public. Knowledge about feline diseases and their prevention is essential to the Fund's mission of stopping the viral cycles and ultimately eradicating feline retroviruses. As the only national nonprofit dedicated to offering an alternative option to immediate euthanasia, they have created a safe haven for infected cats—where quality care and life enrichment are the primary concern.

The Marley Fund primarily deals with the FIV and FELV kitties but has helped with healthy cats as well. They receive their animals from the public and various shelters or veterinarians. They adopt out through PetSmart and online.

PetSmart

PetSmart is another avenue for homeless animals to find new homes. They work with all the animal groups by allowing them to bring adoptable animals out to their store site. Various animal groups have cats that are available for adoption housed their all the time; however, dogs are brought out by different groups every weekend.

PetSmart, in its Greenville store, offers animal supplies, grooming, dog training, and a veterinary practice.

Saving Graces for Felines

Saving Graces 4 Felines is a non-profit organization formed to help stray, abandoned, and feral cats who have no home and are left to fend for themselves in less than desirable environments.

They are a volunteer based group that utilizes foster homes to care for stray or unwanted cats until they can be placed in a permanent home. They also assist with spaying/neutering of feral cats that are in a location that they are accepted in.

Friends of the Pitt County Animal Shelter

Friends of the Pitt County Animal Shelter, better known as Pitt Friends, is a non-profit group that was set up to help the animals at PCAS. They help with many things at the shelter and also have foster homes that pull animals from the shelter to keep them until good homes are found.

Pitt Friends does not have a central location. They are comprised of individual foster homes. Another mission of Pitt Friends is to make the public aware about heartworms, heartworm disease, and heartworm prevention.

Spay Today

Spay Today opened in May, 2006 in response to the large intake numbers of animals at PCAS. It was originally developed by a coalition between the SPCA of Pitt County and Saving Graces 4 Felines, with assistance from Friends of the Pitt County Animal Shelter and other area animal advocates. Spay Today provide low-cost spay/neuter services for dogs and cats. They also offer heartworm testing, vaccines, de-worming, flea treatment and rabies at the time of the surgery. Lastly, Spay Today offers a high quality, high volume spay/neuter program to the Pitt County Animal Shelter, animal rescue groups, TNR feral groups, and the public

Lees Carolina Cat House

Lees Carolina Cat House (LCCH) is a small independent cat rescue in Greenville North Carolina, hoping to reduce the cats and kittens intake volumes at shelters. LCCH place the cats/kittens they rescue up for adoption when they are ready. They hope to reduce the amount of cats and kittens euthanized in Pitt County every year by fostering as many as possible until they are adopted.
Section 4. Municipality Information

PCAS provide temporary food and shelter for lost and stray animals delivered to PCAS from the Pitt County municipalities (See Table 2). These services cost \$20.00 per animal. The animals can stay a minimum of 72 hours in PCAS. After that period of time, they may be assessed for adoptability potential or humanely euthanized.

This section contains Municipality information as it relates to animal care in Pitt County. In Chapter II (Section 2, Charts 1-3) the relationships will be analyzed and Recommendations for maintaining or

Pitt County Animal Control Advisory Board

improving specific relationships will be addressed in *Chapter III (Section 2)* of the document. Specifically, the **Immediate Goal** pertaining to the development and PCACAB approval of a communication strategy will focus on information transfer among municipalities. It is understandable that these changes may be subtle because of county mandates to provide animal care services to the municipalities.

Table 2. Pitt County Municipalities that PCAS Supports

Municipality	*Estimated 2012 Population	Website
Ayden	5,032	www.ayden.com
Bethel	1,614	www.bethelnc.org
Falkland	98	none
Farmville	4,742	www.Farmville-nc.com
Fountain	436	none
Greenville	87,242	www.greenvillenc.gov/departments/police_dept/
Grifton	2,481	www.grifton.com
Grimesland	445	none
Simpson	424	www.villageofsimpsonnc.com
Winterville	9,471	www.wintervillenc.com

*Data from U.S. Census Bureau (Municipality total=111,985)

Ayden: There is an animal control focus. Further analysis is required to assess its effectiveness.

- The Ayden Police Department has one part-time animal control officer, who patrols the streets of Ayden, looking for stray, injured, and at large animals.
- The animal control officer also operates a shelter for the animals, which is located at the Town of Ayden Operations Center.

Bethel: There is no animal control focus. They rely solely on PCAS

Falkland: There is no animal control focus. They rely solely on PCAS

Farmville: There is an animal control focus. Further analysis is required to assess its effectiveness.

- The Farmville Police Department does employ an animal control officer on a part-time basis.
- For these services, call the police department at (252) 753-4111.

Fountain: There is no animal control focus. They rely solely on PCAS

Greenville: There is an animal control focus. Further analysis is required to assess its effectiveness.

- The Greenville Animal Control Unit (ACU) operates within the Code Enforcement Division of the Greenville Police department. ACU has full time staff and a full time supervisor to address animal control issues within the city.
- Staff duties include enforcing the City of Greenville's animal control ordinances, educating the public on proper animal control responsibilities, and investigating animal cruelty, dog bites/animal attacks, and vicious dogs issues.
- The mission of ACU is to provide the citizens of Greenville with effective and cost-efficient animal control services through the active enforcement of state and local laws, and the promotion of responsible pet ownership and animal welfare.
- The primary objective of animal control employees is to provide quality service to the citizens, while dedicating themselves to improving the co-existence of animals and humans.
- Greenville's ACU offer the following services to its citizens:
 - ✓ Lost pet retrieval process;
 - ✓ Off leash dog area
 - ✓ Ride-Along Program
 - ✓ Illegal Animal Fighting/Animal Cruelty
 - ✓ Neighborhood Watch for Animals Campaign

Grifton: There is no animal control focus. They rely solely on PCAS

Grimesland: There is no animal control focus. They rely solely on PCAS

Simpson: There is no animal control focus. They rely solely on PCAS

Winterville: There is no animal control focus. They rely solely on PCAS

In Summary, PCAS provides the framework for animal care in Pitt County. The city of Greenville has a complimentary animal control program to PCAS. There should be a strong relationship between the two programs to offset costs and improve mutual effectiveness.

Section 5. PCAS Management and Staff Analysis

PCAS staff and management analysis will be conducted by real-time observation of shelter operations. These observations will be conducted to gauge the atmosphere at various representative times of shelter activity.

- Ideally, observations will occur during the euthanasia procedures to gauge staff preparation and animal handling. Staff attitude will also be rated.
- Also, observations of management and staff interactions are important in assessing the workplace atmosphere.
- Staff will be asked to complete a brief survey to get their feedback on workplace atmosphere and animal care issues at PCAS.
- Management will also be asked to complete a brief management-specific survey to get their perspective on workplace and animal care issues at PCAS.

Section 6. PCAS Space and General Animal Care Conditions

In order to fully assess PCAS daily routine animal care and work place conditions, members of the PCACAB Strategic Planning Committee observed real-time processes and activities at PCAS. In this section, *staff* refers to management personnel, as well as those staff members they manage.

Ordinarily, the day usually began very early (7:00 am) with staff performing humane euthanasia of animals that have exhausted their minimal sheltering requirements (72 hours) at PCAS or at a partner municipality animal housing facility. Partner municipalities most often call to alert PCAS staff of their need to bring an animal(s) for humane euthanasia. However, there are occasions when staffs are not alerted before hand by the municipality of needed euthanasia services and those are the times that pose significant animal care management challenges. Unfortunately, those situations occur early in the day, thus causing a day long effort to continue to meet minimal NC Animal Welfare Administrative Code animal care requirements.

Staff performing humane euthanasia is required by The NC Animal Welfare Administrative Code to be certified through meeting the standards identified in the code. Initially, staffs review animal run tags on the intake side of PCAS. In *Figure 1*, the intake section of PCAS can be identified by the dog runs without hatches to the outside and the cat intake section sits abruptly to the garage area. Injection amount for the animals identified for euthanasia are calculated and the solutions are prepared as required by NC code. The animals first receive a sedative and are completely relaxed when the lethal solution is injected. The injected animals drifted off to sleep and there were no violent convulsions or release of body fluids as one might expect. Staffs were professional and caring to the animals to the end--which was a relief for the observers to witness. After the dogs were deceased, their corpses were placed in individual black plastic garbage bags and placed in the dog-specific refrigerator located in the cat intake area (*See Fig. 1*). Deceased cats were placed in another refrigerator in another isolated storage area (*See Fig. 1*). PCAS has designated areas for puppies and kittens (*See Fig. 1*)

After the euthanasia procedures, staff moved on to cleaning runs and cat cages. The dog runs on the intake side are not equipped with outside hatches (*See Fig. 1*), thus the dogs were not able to be moved into another area (in a time-sensitive manner) while their runs were cleaned. At full capacity, there are

25 dog runs to be cleaned on the intake side (*See Table 3*). The cages require a more hands on cleaning since each cage has small items in them that require cleaning. On the intake side of PCAS, there are 12 cat cages to be cleaned and on the adoption side; there are 30 dog runs and 10 cat cages to be cleaned (*See Table 3*). After the runs and cages are cleaned, clean water and fresh food is placed in each area. Staff then moved to cleaning and restocking the adoption runs and cages. Once the facility was cleaned and restocked with water and food, staff quickly transitioned into greeting volunteers for animal exercise and behavioral behavior and modification activities. During the afternoon, staffs greet visitors for animal adoptions, handle field activities, and address citizen animal care/control issues. On this occasion for observation, staff had to perform rabies determination analysis on a deceased animal required by NC Code. Those requirements included beheading a suspected rabies infected animal and sending the head to the state lab for further rabies evaluations.

Pitt County Animal Control Advisory Board



Figure 1. PCAS Floor Plan (note: this schematic is not to scale and was prepared as a simple tool to help describe PCAS workplace issues.)



This legend is provided to help facilitate the description of workplace issues when referring to Figure 1. You will be able to view areas with labels if you increase the magnification of this figure.

Staffs have an area to take a break and eat lunch. That site (breakroom) is depicted in *Fig. 1* in the office area directly across from the rest rooms and just outside of the staff entry into the main intake side (old) of the facility.

Staff seem well adapted to the plethora of potential stressful activities that go on when sheltering animals and providing services to Pitt County Citizens, rescue/animal care organizations and partner municipalities.

Table 3. PCAS Structural Capacity

Animal Type	Adoption Floor (new)	Intake (old)
Large dogs	30 runs	25 runs
Puppies	6 cages	4 cages
Cats	10 cages	12 cages
Totals	46 spots	41 spots

The Adoption Driven Capacity (ADC) is the optimal number of animals to have actively available for adoption, or for shelters where animals are viewable for adoption throughout their stay, the number of animals actively moving towards adoption. *Table 4* demonstrates that at PCAS, in the past couple of years, the ADC has remained the same or decreased slightly.

Table 4. PCAS Adoption Driven Capacity

Animal Type	2011	2012
Dogs	15 – 21	14 - 20
Cats	6 – 9	4 - 6
Totals	21 - 30 animals	18 – 26 animals

These numbers are adoption capacities per month

Section 7. Process of Data Collection at PCAS

Whenever someone brings a stray or a surrendered animal to the shelter, they must complete an intake form—called *PCAS Surrender and Delivery Receipt* (See Attachment 1)—before PCAS could take custody of the animal. This form was reviewed and revised by the ACAB in the Fall of 2012 along with the adoption of the Policies and Procedures Document.

Information collected via *PCAS Surrender and Delivery Receipt* form includes (but not limited to):

- Owner or finder of the animal and location found;
- Type of animal including its name;
- Other specific animal identification information; and
- Specific historical behavioral information about the animal.

Pitt County Animal Control Advisory Board

Attachment 1: PCAS SURRENDER AND DELIVERY RECEIPT

Pet Pointe ID# _____
Pen # _____

Owner _____ Finder _____ Time: _____ AM/PM Date: _____

If owner surrender state reason: _____

If not the owner, when and where found _____

Dog _____ Cat _____ Rabies Tag # _____ Year _____ Expiration Date _____

Breed Type: _____ Name of Animal: _____

Sex _____ Neutered? _____ Spayed? _____ Color _____ Collar? _____ Tattoo? _____

Weight of Animal: _____ lbs Short Hair? _____ Long Hair? _____

Microchipped? _____ Scanned: _____ Officers Initials _____

Condition of Animal: Excellent(H) _____ Good(T/M) _____ Fair(T/R) _____ Poor(U/U) _____

Eyes clear? Y / N Ears Clean? Y / N Teeth Clean? Y / N Skin Clear? Y / N Limping? Y / N

Veterinarians Name? _____ Up to date on shots? _____

Name records are in at the veterinarian's office _____

Any bite history? _____ # of times bite on human _____ # of times bite dog / cat _____

Was medical attention needed? _____

Any other things we should know about this pet: examples- House trained? _____ Good with cats? _____ Good

with dogs? _____ Good with children? _____ Age of pet _____

I CERTIFY THAT I DO _____, DO NOT _____ OWN THE ANIMAL(S) DESCRIBED ABOVE, AND HEREBY SURRENDER ALL OF MY INTEREST THEREIN TO THE PITT COUNTY ANIMAL SHELTER. I UNDERSTAND THAT THE ANIMAL SHALL BE DISPOSED OF AT THE DISCRETION OF THE PITT COUNTY ANIMAL SHELTER IN A HUMANE MANNER IF A SUITABLE HOME IS NOT FOUND. I HEREBY RELEASE AND HOLD HARMLESS THE PITT COUNTY ANIMAL SHELTER, ITS AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, PRESENT OR FUTURE, RESULTING FROM THIS ACTION.

_____ Printed Name of Owner/Finder

_____ Signature of Owner/Finder

_____ Address of Owner/Finder

_____ Phone Number of Owner/Finder

Officer Surrendering: _____ Date: _____

Received: _____ (Animal Control Staff) Date: _____

Chapter II. How Are We Doing It?

Section 1: Introduction

The next question addressed through PCACSP is “How are we Doing It?” In order to address this question, it is necessary to review the many relationships PCAS maintains in addressing animal control in Pitt County. Also, numerous sections of this chapter will provide data to help address this question and many others.

In regards to relationships, the most important one is with North Carolina Department of Agriculture and Consumer Services. If PCAS does not meet the standards put forth by this department, it could be closed and no longer offer important services to Pitt County residents. Another important relationship is with Pitt County Government which provides funding, infrastructure services, and general oversight of PCAS operations.

Section 2: NC Certification Requirements

The NC Animal Welfare Administrative Code under the Veterinary Division of the North Carolina Department of Agriculture and Consumer Services provides guidance for the operation of animal shelters in NC. In order for animal shelters to operate in NC, they must adhere to the requirements articulated in the Code.

Listed below are some of the Codes that PCAS must currently address in order to continue to provide animal control/care services to the residents of Pitt County:

- Indoor housing facilities for dogs and cats shall be adequately ventilated to provide for the health and comfort of the animals at all times. The facilities shall be provided with fresh air either by means of windows, doors, vents or air conditioning and shall be ventilated so as to minimize drafts. Air flow shall be adequate to minimize odors and moisture condensation. (Section 02NCAC 52J.0202(b) titled *Indoor Facilities*)
- Waste shall be removed from primary enclosures and exercise areas to prevent contamination of the dogs or cats contained therein and to reduce disease hazards and odors. Enclosures and exercise areas for dogs and cats must be properly cleaned a minimum of two times per day. The animal must be able to walk or lie down without coming in contact with any waste or debris. When a hosing or flushing method is used for cleaning an enclosure, dogs or cats contained therein shall be removed during the cleaning process, and adequate measures shall be taken to protect the animals in other such enclosures from being contaminated with water and other wastes. (Section 02NCAC 52J.0207(a) titled *Sanitation*)
- A sufficient number of employees shall be utilized to maintain the prescribed level of husbandry practices set forth in this Rule. (Section 02NCAC 52J.0208 titled *Employees*)

Pitt County Animal Control Advisory Board

- (6) Animals in long term care which are intended for adoption or sale must be provided the following:
 - (a) Daily access to both human and same species social interaction.
 - (b) Daily access to space other than the primary enclosure.
 - (c) A species and size-appropriate toy, unless it poses a health threat.
(Section 02NCAC 52J.0209 titled *Classification and Separation*)

There may be additional requirements for shelters if the General Assembly of North Carolina Session 2013 mark up for language that amends the Animal Welfare Act are adopted. Two additional requirements (G.S. 19A-23 amended by adding 2 subdivisions) for PCAS to adopt in order to maintain NC certification include:

- 5a “Approved foster care provider” mean an individual, nonprofit corporation, or association that cares for stray animals that has been favorably assessed by the operator of the animal shelter through the application of written standards.
- 5b “Approved rescue organization” mean a nonprofit corporation, or association that cares for stray animals that has been favorably assessed by the operator of the animal shelter through the application of written standards.

In order for PCAS to continue to meet North Carolina Codes 9 full time FTEs and 1 part time FTE would be needed. This assessment is based on the Staff Driven Capacity (SDC) at PCAS which was developed by taking 5 year averages for intakes and adoptions. The average length of stay for animals on the adoption floor was 17 days. The average length of stay for animals on the intake side was 4 days. Therefore the following FTE requirements are as follows:

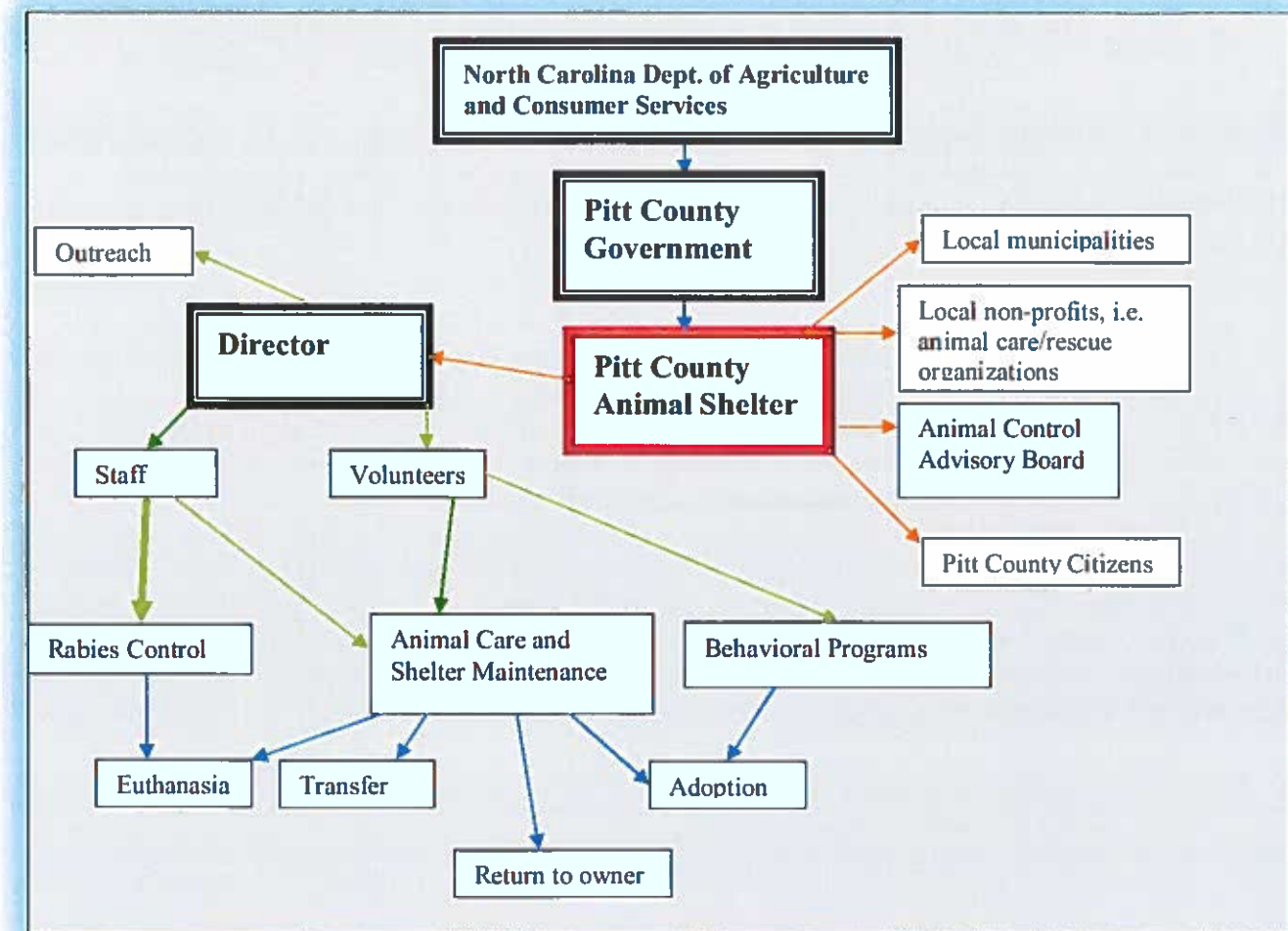
- 3.64 FTEs needed for Adoption Floor
- 3.57 FTEs need for the Intake Side
- Thus, the total needed staff for animal care at PCAS = 7.21 FTEs

For 20 mins. of exercise, the following FTE requirements are:

- 20 mins. x 59 dogs (adoption floor and intake side)=1160 mins. Or 19.66 hrs.
- If staff performs these activities, 2.5 additional FTEs
- If volunteers assist for this activity, groups of 4 volunteers will be needed each day for exercise. Thus, 4 volunteers x 3 hrs. = 12 hrs. /day on Tuesday s and Thursday.

The total SDC is 7.21 FTEs + 2.5 FTEs = 9.7 or 9 full time FTEs and 1 part time FTE would be the appropriate staffing level to meet the NC Code. Currently, PCAS staffing level includes a manager, assistant manager, 3 full time FTEs and 2 part time FTEs. The estimated cost for 3.5 additional FTEs would be ~3 x \$40,000 = \$120,00; 0.5 x \$40,000 = \$20,000 for a total of \$140,000 in the “Immediate” goals category” and \$40,000 for the FTE in the “Short Term” goals category (See Table 7)

Section 3: PCAS Partners and Other Relationships



Flow Chart 1. PCAS Relationships Addressing Animal Care

As depicted in *Flow Chart 1*, PCAS has many relationships to maintain in order to continue to be effective. These relationships include:

- Municipalities—Receiving strays or surrenders from municipalities;
- Non-profit Animal Rescue or Animal Care organizations—providing transfer to the organizations for adoption and participating in outreach activities;
- Animal Control Advisory Board—Assisting in dangerous dog appeals, receiving policy and procedural guidance, and guidance on county animal control issues;
- Pitt County Citizens—Accepting strays and surrender animals, providing adoption and euthanasia services, and providing education on appropriate animal care activities.
- Director—Participates in appropriate outreach and manages staff and volunteers; and ultimately is responsible for ensuring that services such as rabies control, general animal care and overall shelter maintenance, behavior programs, and if necessary, euthanasia is

Pitt County Animal Control Advisory Board

carried out appropriately. The Director communicates with NC Dept. of Agriculture and Consumer Services regarding code issues and the Director communicates with Pitt County Government regarding issues of budget, staffing, NC Code, and general updates.

Organization	Number of Transfer Animals
Pitt Friends	126
Humane Society of Eastern Carolina (HSEC)	91
Spay Today	53
Lee's Carolina Cat House	44 cats
Daschund Rescue	9 dogs
Green County	7 dogs
Great Dane Rescue	1 dog
Pointer Rescue	1 dog
Shihtsu Rescue	1 dog
Marley Fund	0

Table 5. Non-Profit Animal Care Organizations That PCAS Conduct Animal Transfers With in 2012

Table 5 lists the Non-profit animal care or rescue organizations that PCAS conducted animal transfers with during 2012. Pitt Friends, HSEC, Spay Today, and Lee's Carolina Cat House were the non-profit organizations that PCAS conducted significant numbers of animal transfers during 2012.

An animal that comes to the shelter as a surrender or stray is provided basic humane care until an outcome is decided upon. An intake may take a few days before the outcome and depending on that outcome, the animal may still be housed in the shelter for another 10 days or more. Sections 4-10 will present compilations of various types of intake and outcome data collected by PCAS from 2001 to 2012. Section 11 will provide a comparison of PCAS intake data with national trends.

The intake and outcome data collected and discussed in this section include:

- Dog and cat intakes;
- Dog and cat adoptions;
- Dog and cat reclamations; and
- Dog and cat euthanasia

Section 12 of the document, provides estimated costs for the care of the animals while in the shelter.

Information gathered at the forums and the data captured through public participation of the animal care survey, is available in Sections 13 and 14 of this Chapter. PCAS management and staff surveys provided information regarding how the work environment is impacted by the daily operations at the shelter (summary of data can be found in Section 15 of this Chapter).

Section 4: PCAS Intake Data Municipality 2012 Snapshots

Below are charts that depict intake data regarding animals (dogs and cats) handled at PCAS:

- Chart 1 depicts all intakes from the municipalities that are in Pitt County during 2012;
- Chart 2 depicts dog intakes from the municipalities that are in Pitt County during 2012; and
- Chart 3 depicts cat intakes from the municipalities that are in Pitt County during 2012.

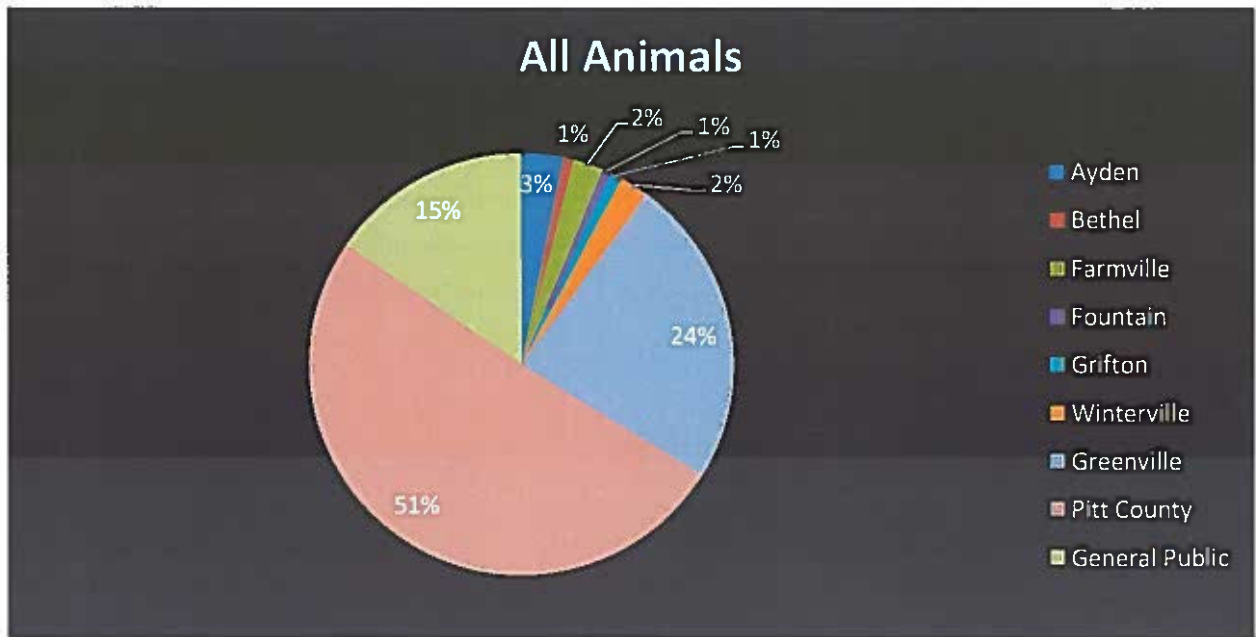


Chart 1: Animals Found In- or Surrendered From Municipalities in 2012

All Animals (Dogs and Cats)

In 2012, 3,915 dogs and cats were handled by the PCAS:

- 2,301 dogs (59%)
- 1,614 cats (41%)

Of the 3,915 animals handled by PCAS, Chart 1 depicts which municipality the animals were found in or surrendered from. Summary of Chart 1 is as follows:

- 51% of animals came from surrounding Pitt County;
- 24% of animals came from the city of Greenville;
- 15% came from general public;
- 2% came from Winterville, as well as, Farmville;
- All other municipalities contributed 1% each.

Pitt County Animal Control Advisory Board

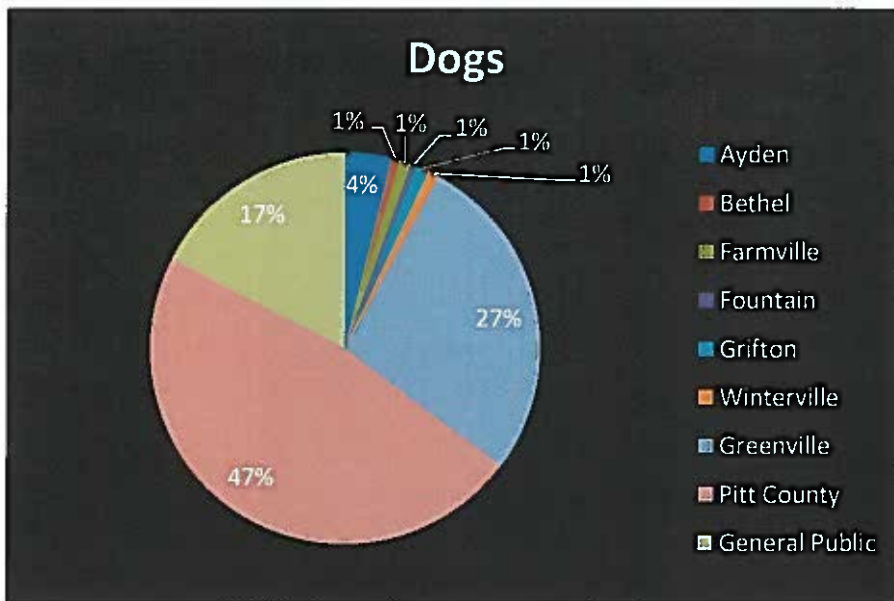


Chart 2: Municipalities Dogs Found in or Surrendered from in 2012

Dogs

In 2012, PCAS handled 2301 dogs. *Chart 2* depicts the municipalities dogs were found in or surrendered from in 2012. Summary of *Chart 2* data includes:

- 47% of dogs came from surrounding Pitt County
- 27% of dogs came from the city of Greenville
- 17% of dogs came from general public
- 4% of dogs came from Ayden
- All other municipalities contributed~1% of dogs handled by PCAS

Cats

In 2012, PCAS handled 1614 cats. *Chart 3* depicts the municipalities cats were found in or surrendered from in 2012. Summary of *Chart 3* data:

- 56% of cats came from surrounding Pitt County;
- 18% of cats came from the city of Greenville;
- 13% of cats came from general public;
- 4% of cats came from Winterville and Farmville each;
- 2% of cats came from Ayden; and
- All other municipalities contributed~1% of cats handled by PCAS

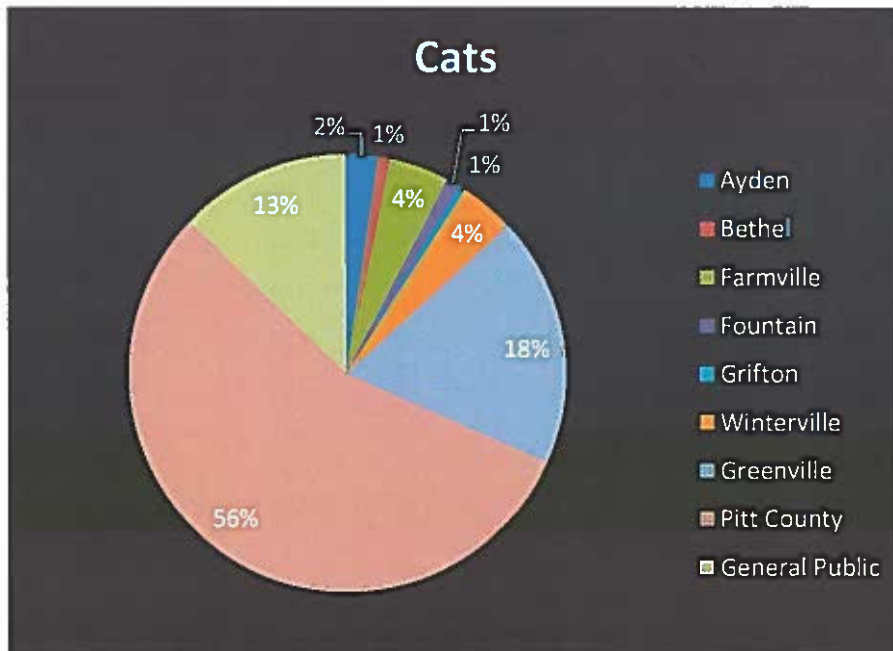


Chart 3: Municipalities Cats Found in or Surrendered from in 2012

Section 5: PCAS Historical Animal Intake Data Review

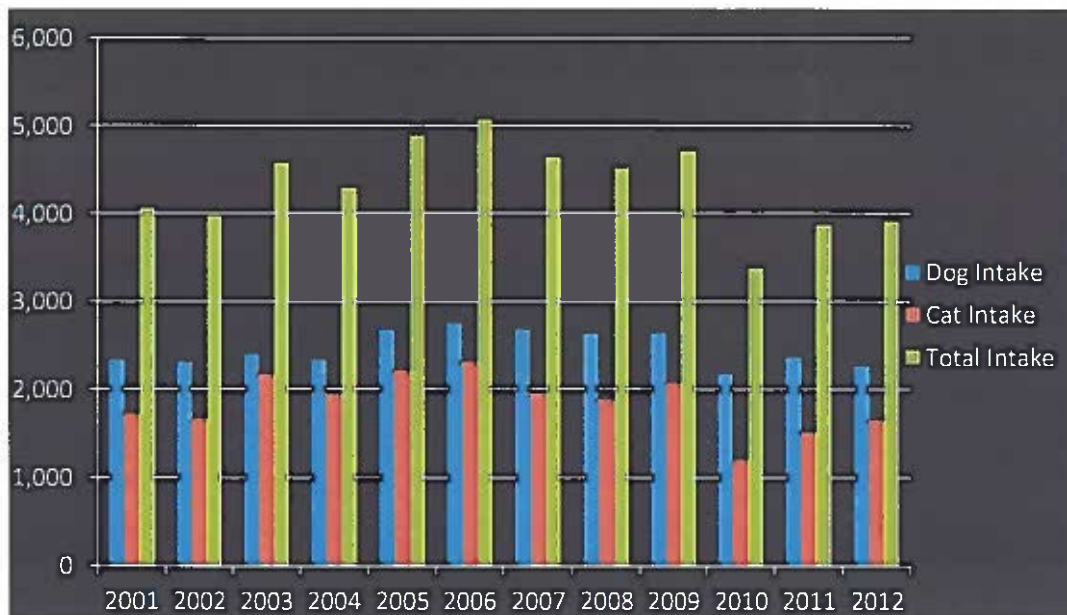


Chart 4: Animal Intake Data from 2001 to 2012

Pitt County Animal Control Advisory Board

Total Intake

Since 2001, PCAS has recorded intake data for animals handled at the shelter. *See Chart 4 (Animal Intake Data from 2001 to 2012).*

- Intake data peaked Between 2005 and 2007 when approximately 4500+ animals were handled at PCAS;
- In 2010 there was a dip in intake data when approximately 3400+ animals were handled;
- Between 2011 and 2012 data plateaued as ~approximately 3800+ animals were handled;

Dog Intake

Between 2001 and 2012, dog intake data was collected at PCAS. That data is depicted in *Chart 4 (Animal Intake Data from 2001 to 2012).*

- Dog intake data collected in 2006 revealed a spike when more than 2500 dogs were handled;
- In 2010 dog intake data dipped to ~2200 dogs were handled;
- Between 2011 and 2012 dog intake data appears to decline slightly

Cat Intake

Between 2001 and 2012, cat intake data was collected at PCAS. That data is depicted in *See Chart 4 (Animal Intake Data from 2001 to 2012).*

- Dog intake data collected in 2006 revealed a spike when more than 2500 dogs were handled;
- In 2010 dog intake data dipped to ~2200 dogs were handled;
- Between 2011 and 2012 dog intake data appears to decline slightly

Section 6: PCAS Historical Adoption Data Review

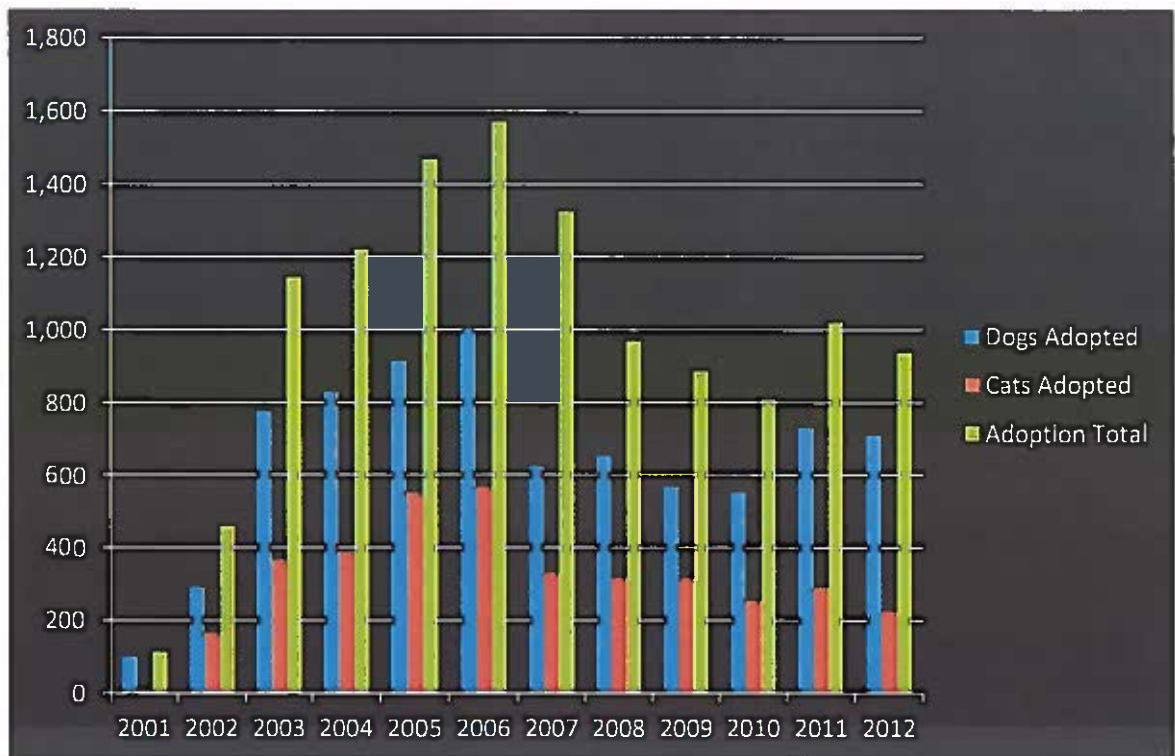


Chart 5: Animal Adoption Data from 2001 to 2012

Total Adoptions

Since 2001, PCAS has recorded adoption data for animals handled at the shelter. See Chart 5 (*Animal Adoption Data from 2001 to 2012*).

- Adoption data peaked in 2006 when approximately 1580+ animals were adopted from PCAS;
- Lowest adoptions occurred in 2001 when approximately 100 animals were adopted;
- There was a sharp increase in adoptions from 2002 up to 2006;
- Between 2007 and 2010 there was a decline in adoptions from ~1300 animals to ~800 animals;
- In 2012 there were ~950 adoptions

Dog Adoption

Between 2001 and 2012, dog adoption data was collected at PCAS. That data is depicted in Chart 5 (*Animal Adoption Data from 2001 to 2012*).

- Between 2001 and 2006, dog adoptions steadily increased;

Pitt County Animal Control Advisory Board

- Dog adoption data collected in 2006 revealed a spike when more than 1000 dogs were adopted;
- Between 2007 and 2010, dog adoption plateaued at ~600 dogs; and
- In 2012, ~700 dogs were adopted.

Cat Adoption

Between 2001 and 2012, cat adoption data was collected at PCAS. That data is depicted in *Chart 5 (Animal Adoption Data from 2001 to 2012)*.

- Cat adoption data suggest sharp increase in adoptions from 2001 – 2003 from <5 to ~380, respectively
- Another sharp increase in cat adoptions from 2004 – 2005 from 390 – 550, adoptions respectively;
- Sharp decrease in cat adoptions from 2006 – 2007 from 550 – 320, adoptions respectively
- From 2007- currently, cat adoptions plateaued ~300 per year

Section 7: PCAS Historical Animal Reclamation Data Review

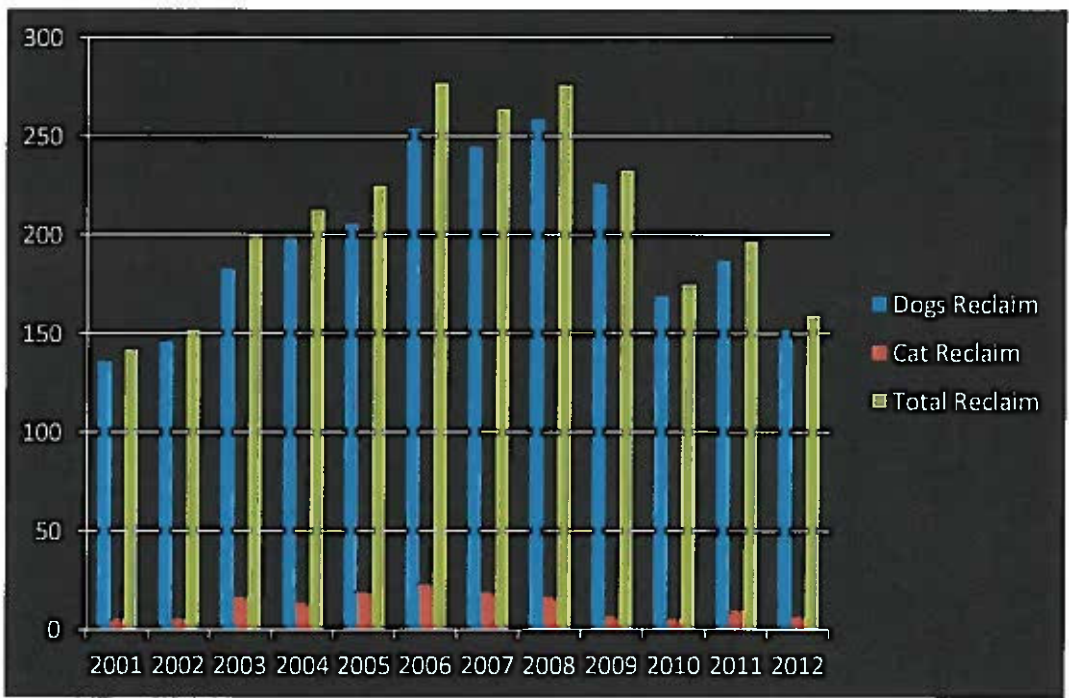


Chart 6: Animal Reclamation Data from 2001 to 2012

Total Reclamations

Since 2001, PCAS has recorded reclamation data for animals handled at the shelter. *See Chart 6 (Animal Reclamation Data from 2001 to 2012)*.

- Animal reclamation data gradually increased from a low of ~140 animals reclaimed in 2001 to ~280 animals reclaimed in 2006;
- Animal reclamation peaked in 2006 and 2008 with a high of ~280 animals reclaimed each year; and
- Between 2008 and 2012 there has been a decline in reclamation from ~280 animals to ~160 animals, respectively.

Dog Reclamation

Between 2001 and 2012, dog reclamation data was collected at PCAS. That data is depicted in *Chart 6 (Animal Reclamation Data from 2001 to 2012)*.

- Since 2001 to 2006, there has been a gradual increase in dog reclaimations from ~140 dogs to ~255 dogs, respectively;
- Between 2006 and 2008, dog reclaimations data plateaued at ~250 dogs;
- Between 2008 and 2012, there has been a gradual decline in dog reclamation from ~255 to ~150 dogs.

Cat Reclamation

Between 2001 and 2012, cat reclamation data was collected at PCAS. That data is depicted in *Chart 6 (Animal Reclamation Data from 2001 to 2012)*.

- Between 2001 and 2002, there has been 5< cats reclaimed each year;
- Between 2003 and 2008, cat reclamation data peaked and plateaued to ~10 – 15 cats reclaimed each year.
- Between 2009 and 2012, cat reclamation declined initially from ~12 cats reclaimed in 2008 to <5 cats reclaimed each year; and
- Overall cat reclamation has been significantly lower than that of dogs.

Section 8: PCAS Intake Trends Data Review



Chart 7: Animal Intake Trends Data from 2001 to 2011

Animal Intake Trends

Since 2001, PCAS has recorded intake trends data for animals handled at the shelter. *See Chart 7 (Animal Intake Data from 2001 to 2011).*

- Initially in 2001, all animals intake was ~4000 animals;
- There was a gradual increase in animal intakes from 2001 (~4000 animals) to 2007 (~5000 animals); and
- In 2010, there was a sharp dip in animal intakes (~3500 animals).

Dog Intake Trends

Between 2001 and 2011, dog intake data was collected at PCAS. That data is depicted in *Chart 7 (Animal Intake Trends Data from 2001 to 2011).*

- Since 2001 to 2005, dog intakes were consistent ~2350 dogs/year;
- Between 2005 and 2006, dog intakes increased sharply to ~2800 dogs;
- Between 2006 and 2009, dog intakes plateaued at ~2750 dogs/year;
- In 2010, there was a significant dip in dog intakes from ~2350 dogs; and
- There was a slight increase in dog intakes between 2010 – 2011 to ~2500 dogs.

Cat Intake Trends

Between 2001 and 2011, cat intake data was collected at PCAS. That data is depicted in *Chart 7 (Animal Intake Trends Data from 2001 to 2011)*.

- Between 2002 and 2005, cat intake data sharply increased from ~1800 cats to ~2800 cats, respectively;
- Between 2005 and 2008, cat intake data gradually decreased from ~2800 cats to ~1950 cats, respectively;
- Between 2009 and 2010, cat intake data sharply decreased to ~1100 cats; and
- Between 2010 and 2011, cat intake data is gradually increasing from ~1100 cats to >1600 cats, respectively.

Section 9: PCAS Live Release Rates Trends Data Review

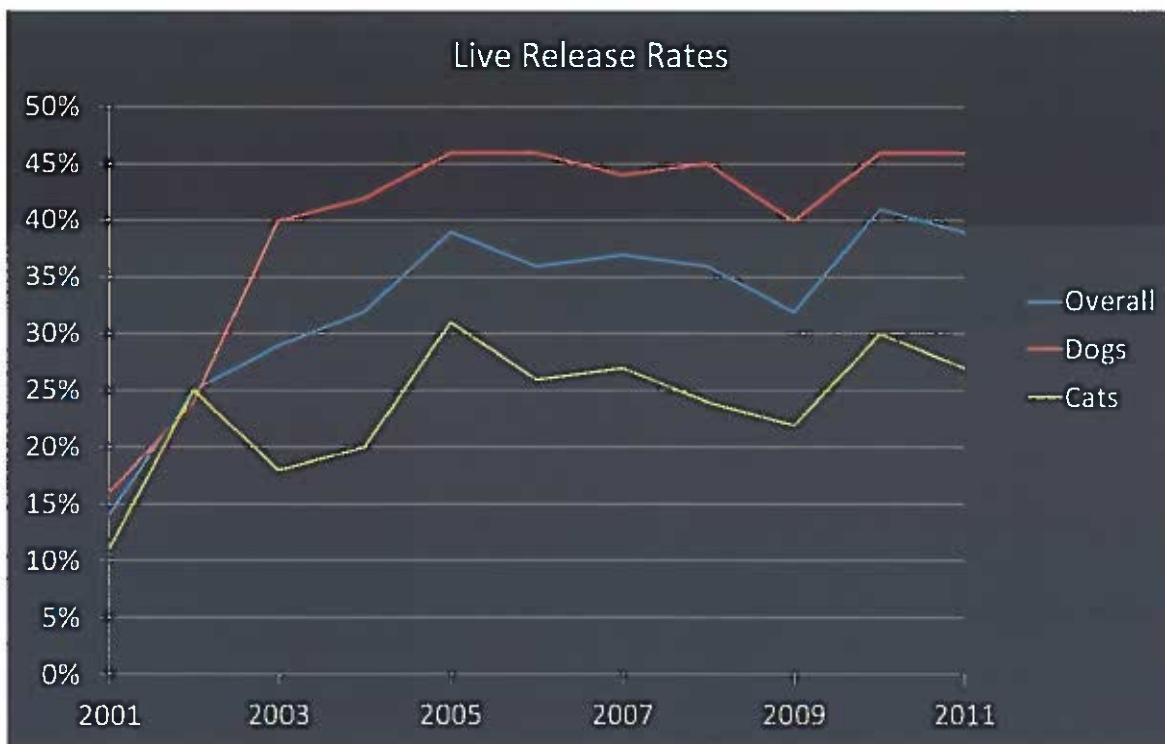


Chart 8: Animal Live Release Rates Trends Data from 2001 to 2011

Animal Live Release Rates Trends

Since 2001, PCAS has recorded live release rates trends data for animals handled at the shelter. See *Chart 8 (Animal Live Release Rates Trends Data from 2001 to 2011)*.

- In 2001, the live release rate for all animals handled at PCAS was ~15%;

Pitt County Animal Control Advisory Board

- Between 2001 and 2005, the live release rate for all animals handled at PCAS increased sharply from ~15% to ~39%, respectively;
- Between 2005 and 2006, the live release rate for all animals handled at PCAS decreased from ~39% to ~35%;
- Between 2006 and 2009, the live release rate for all animals handled at PCAS increased initially, then decreased rather sharply from ~37% to ~32.5%;
- Between 2009 and 2010, the live release rate for all animals handled at PCAS increased sharply from ~32.5% to 41.5%, respectively; and
- Between 2010 and 2011, the live release rate for all animals handled at PCAS decreased from ~41.5% to ~39%, respectively.

Dog Live Release Rates Trends

Between 2001 and 2011, dog live release rates data was collected at PCAS. That data is depicted in *Chart 8 (Animal Live Release Rates Trends Data from 2001 to 2011)*.

- Between 2001 and 2003, the live release rate for dogs handled at PCAS sharply increased from ~16% to 40%, respectively;
- Between 2003 and 2005, the live release rate for dogs handled at PCAS increased significantly from 40% to ~46%;
- Between 2005 and 2008, the live release rate for dogs handled at PCAS plateaued at ~46%;
- Between 2008 and 2009, the live release rate for dogs handled at PCAS decreased from 45% to 40%;
- Between 2009 and 2010, the live release rate for all animals handled at PCAS increased sharply from 40% to 46%; and
- Between 2010 and 2011, the live release rate for all animals handled at PCAS plateaued at 46%.

Cat Live Release Rates Trends

Between 2001 and 2011, cat live release rates data was collected at PCAS. That data is depicted in *Chart 8 (Animal Live Release Rates Trends Data from 2001 to 2011)*.

- Initially in 2001, the live release rate for cats handled at PCAS was ~11%;
- Between 2001 and 2002, the live release rate for cats handled at PCAS increased sharply from 11% to 25%, respectively;
- Between 2002 and 2003, the live release rate for cats handled at PCAS decreased sharply from 25% to ~18%, respectively;
- Between 2004 and 2005, the live release rate for cats handled at PCAS increased sharply from 20% to ~31%, respectively;
- Between 2005 and 2009, the live release rate for cats handled at PCAS decreased gradually from ~31% to ~22.5%;
- Between 2009 and 2010, the live release rate for cats handled at PCAS increased sharply from ~22.5% to 30%, respectively; and

- Between 2010 and 2011, the live release rate for cats handled at PCAS decreased gradually from 30% to ~27.5%, respectively.

Section 10: PCAS Euthanasia Trends Data Review

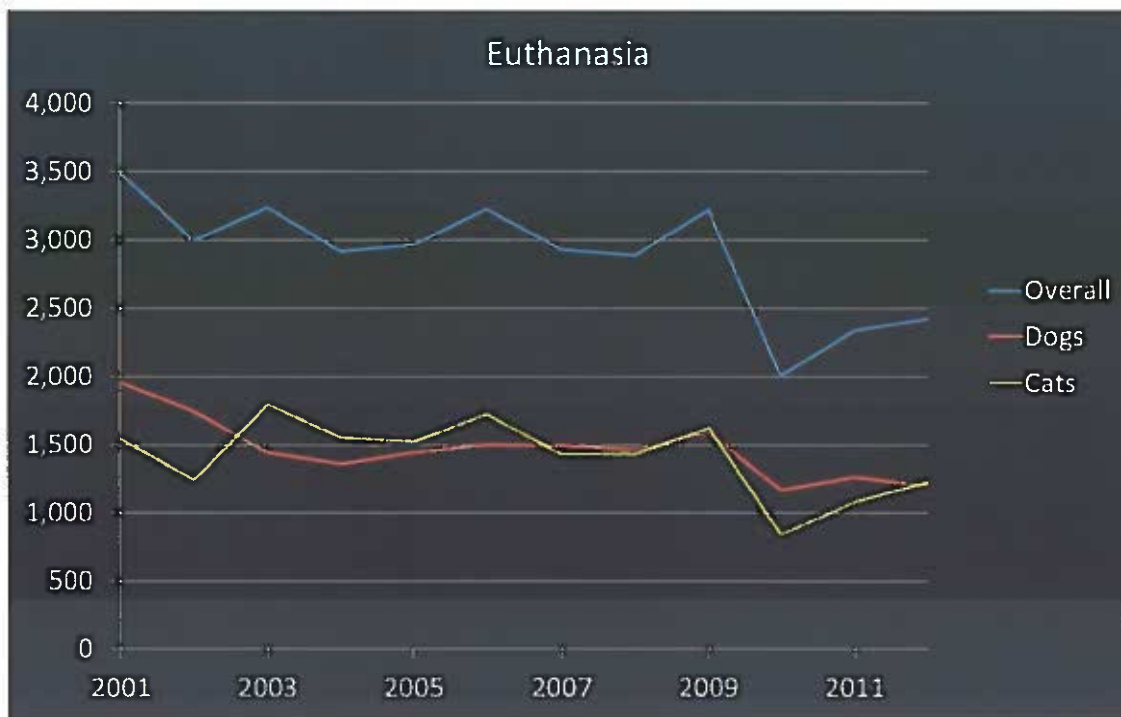


Chart 9: Euthanasia Trends Data from 2001 to 2011

Animal Euthanasia Trends Data

Since 2001, PCAS has recorded euthanasia trends data for animals handled at the shelter. See Chart 9 (*Euthanasia Trends Data from 2001 to 2011*).

- Initially in 2001, the euthanasia rate for all animals handled at PCAS was 3500 animals;
- Between 2001 and 2004, the euthanasia rate for all animals handled at PCAS undulated slightly before settling in at 3000 animals;
- Between 2004 and 2005, the euthanasia rate for all animals handled at PCAS plateaued at ~3000 animals;
- Between 2005 and 2007, the euthanasia rate for all animals handled at PCAS undulated slightly before settling in at ~2900 animals;
- Between 2007 and 2008, the euthanasia rate for all animals handled at PCAS plateaued at ~2900 animals;
- Between 2008 and 2009, the euthanasia rate for all animals handled at PCAS increased from ~2900 to ~3300 animals, respectively;

Pitt County Animal Control Advisory Board

- Between 2009 and 2010, the euthanasia rate for all animals handled at PCAS decreased sharply from ~3300 to ~2000 animals, respectively; and
- Between 2010 and 2011, the euthanasia rate for all animals handled at PCAS increased gradually from 2000 to ~2400 animals, respectively.

Dog Euthanasia Data Trends

Between 2001 and 2011, euthanasia trends data for dogs was collected at PCAS. That data is depicted in *Chart 9 (Euthanasia Trends Data from 2001 to 2011)*.

- Initially in 2001, the euthanasia rate for dogs handled at PCAS was ~1990 dogs;
- Between 2001 and 2003, the euthanasia rate for dogs handled at PCAS declined sharply from ~1990 to <1500 dogs;
- Between 2003 and 2009, the euthanasia rate for dogs handled at PCAS plateaued at ~1500 dogs;
- Between 2009 and 2010, the euthanasia rate for dogs handled at PCAS declined from ~1550 to ~1250 dogs; and
- Between 2010 and 2011, the euthanasia rate for dogs handled at PCAS plateaued at ~1250 dogs.

Cat Euthanasia Data Trends

Between 2001 and 2011, euthanasia trends data for cats was collected at PCAS. That data is depicted in *Chart 9 (Euthanasia Trends Data from 2001 to 2011)*.

- Initially in 2001, the euthanasia rate for cats handled at PCAS was ~1510 cats
- Between 2001 and 2002, the euthanasia rate for cats handled at PCAS declined sharply from ~1510 to ~1250 cats;
- Between 2002 and 2003, the euthanasia rate for cats handled at PCAS increased sharply from ~1250 to ~1750 cats, respectively;
- Between 2003 and 2009, the euthanasia rate for cats handled at PCAS undulated between high data points of ~1750 cats to low data points of <1500 cats;
- Between 2009 and 2010, the euthanasia rate for cats handled at PCAS decreased sharply from ~1500 to ~900 cats, respectively; and
- Between 2010 and 2011, the euthanasia rate for cats handled at PCAS increased gradually from ~1100 to ~1250 cats, respectively.

Section 11: Summary Table of Intake and Outcomes at PCAS with National Averages

Year	Intake (Total Animals)	Adopted (Total Animals)	Euthanized (Total Animals)
2001	30.11	0.84	25.89
2002	28.85	3.34	21.71
2003	32.92	8.23	23.25
2004	30.37	8.63	20.61
2005	34.15	10.26	20.71
2006	34.64	10.73	22.01
2007	30.56	8.72	19.28
2008	29.05	6.24	18.58
2009	29.65	5.58	20.21
2010	20.88	4.98	12.39
2011	23.05	6.08	13.89
2012	22.69	5.44	14.05
*National Averages/1000 people (year of average)			
	30 (2007)	7.7 (2005)	12.5 (2007)

Table 6. PCAS Intake, Adoption, and Euthanasia rates/1000 people (*National Averages)

Table 6. lists intake, adoption, and euthanasia rates/1000 people at PCAS over 10+ years.

- From 2001 to 2009, animal intake averaged (31.14) above the national 2007 average(30);
- From 2010 to 2012, animal intake averaged (22.20) below the national 2007 average(30);
- From 2001 to 2007, animal adoption averaged slightly (7.25) below the national 2005 average (7.7);
- From 2008 to 2012, animal adoption averaged significantly (5.66) below the national 2005 average (7.7);
- From 2001 to 2009 , animal euthanasia averaged significantly (21.23) above the national 2007 average (12.5); and
- From 2010 to 2012, animal euthanasia averaged slightly (13.44) above the national 2007 average (12.5)

Section 12: Estimated Cost of Animal Care at PCAS

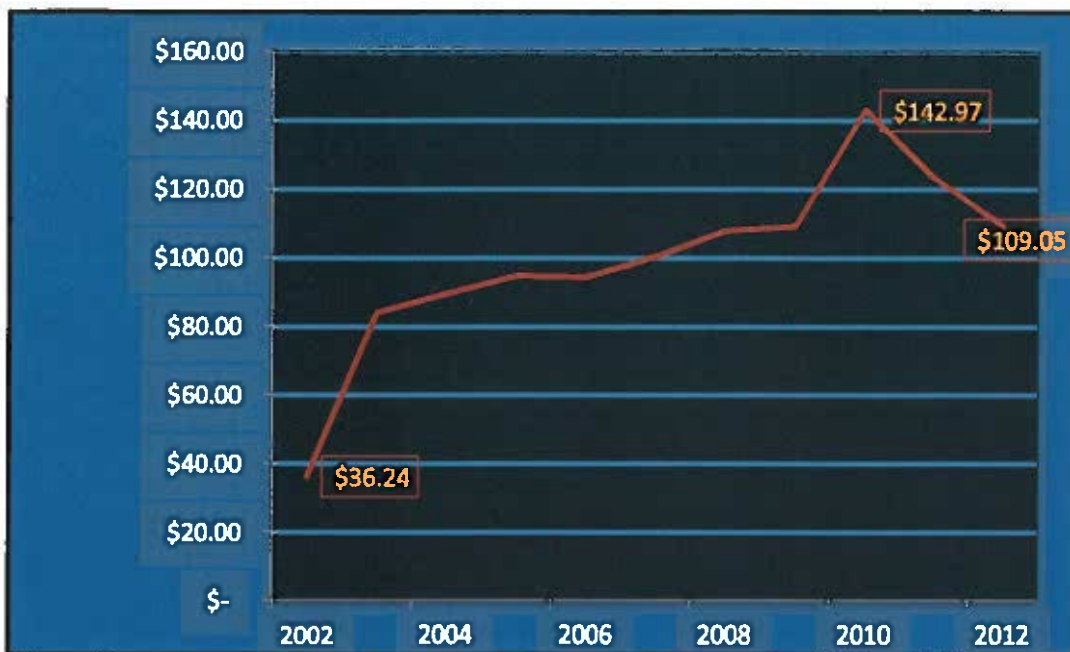


Chart 10. Cost per Animal Handled at PCAS between 2002 and 2012.

In 2003, the cost per animal was calculated to be less than \$40.00. It steeply rose to over \$80.00 in 2004. In 2007, the cost per animal rose to over \$100.00. Between 2010 and 2011, the cost per animal reached an all-time high of over \$142.00 per animal. See Chart 10 for data analysis.



Chart 11. Total Cost of Animals Handled at PCAS between 2002 and 2012

In 2003, the total cost for care of animals at PCAS was approximately \$111,000. It rose to over \$500,000 between 2008 and 2011. In 2012, the total cost to care for animals handled at PCAS dropped

below \$430,000. In 2012 PCAS total operating costs was \$426,942.00 with the cost per animal being \$109.05 (*See Chart 11 for data analysis*). PCAS spent \$2.47 per capita for expenses (172,554 population of Pitt County). It has been reported that on average, communities in the United States (2007) spend approximately \$8 per capita for animal shelters. **If the \$8 per capita was projected using the 2012 Pitt County population of 172,554 people, PCAS should have a budget of approximately \$1,380,432.00**

Section 13: Summary Data from Pitt County Animal Control Public Forums

PCAS with assistance from the PCACAB conducted 3 public forums to provide information to Pitt County residents pertaining to animal care in the county. Also, these forums collected information from Pitt County citizens to facilitate future planning for the needs of the animals and citizens of the county.

The public forums supplied information that supports the mission of PCAS—“*Which is to provide services which safeguard public health and safety by:*”

- *supporting the education of Pitt County citizens on responsible pet ownership;*
- *protecting Pitt County community’s animals from cruelty and neglect; and*
- *providing housing, care placement, or humane resolution for animals in its care.”*

Pitt County citizens had an opportunity to provide valuable information to PCAS by completing a survey before or after each forum. The survey was designed to address key strategic planning questions that are necessary to formulate a vision for PCAS for the future. Below is logistical information for each forum.

Dates, Times, and Locations:

- June 5, 2013, 6:30 pm -7:30 pm at the Agricultural Center, Government Circle
- June 11, 2013, 6:30 pm -7:30 pm at the Community Schools& Recreation, County Home Road
- June 20, 2013, 6:30 pm -7:30 pm at the County Office Bldg., Commissioners Auditorium, 2nd floor

Advertisement for the forums, including announcement regarding the survey, appeared in the local newspaper, *The Daily Reflector*, on 12 separate occasions prior to the last forum. One of those occasions was on the front page. The front page article was extremely positive. One additional article appeared in *The Farmville Enterprise*.

A total of 50 Pitt County residents attended the forums. There were 37 females and 13 males in attendance. Those 50 participants included 47 Whites, 2 Blacks and 1 other. More detailed information regarding the public forums can be found in the companion Appendix document.

Recommendations from the Pitt County residents at the Public Forums include:

- Tethering and chain laws;
- Central location for looking for lost animals;

Pitt County Animal Control Advisory Board

- Leash law;
- Pet registration law with fees;
- Pet education programs in schools;
- Broader advertisement of pet adoption including WITN Community Forum;
- Allow on-call pet control officers to take home vehicles to reduce response time; and
- Improve relationship with City of Greenville

Section 14: Summary Data From Pitt County Animal Control Survey

The Pitt County Animal Control Public Survey (PCACPS) was developed to gather information from the public regarding animal control in the county. It was administered through SurveyMonkey and accessed by the public via the website [www.surveymonkey.com /s/pittcoanimals](http://www.surveymonkey.com/s/pittcoanimals). The survey was designed to last approximately 6 weeks (May 18, 2013 – June 30, 2013). At the end of the data collection period, the Board used the information gathered to develop a Vision for the future (strategic plan regarding Pitt County animal care) which would include immediate, short, intermediate, and long-term goals.

The first **9 questions** of the survey addressed respondent demographics. This information is critical in developing animal control strategies for all citizens in Pitt County.

Questions 10 – 19 assess general pet care behaviors of the respondents. Even though the survey focuses on dogs and cats there are questions designed to gather general information about the type of pets the respondents own and their specific care.

Questions 19 – 31 look at Pitt County-specific pet care concerns; awareness issues regarding the Pitt County Animal Shelter (PCAS); and the importance of spay/neuter of pets.

Questions 32 – 40 focus on the respondents reactions to potential Pitt County animal care policy changes to improve services by the generation of additional revenue. The new revenue could come from increased taxes or pet owner license fees. Also, these additional monies would be used to increase animal control personnel to better enforce current and any additional animal control policies.

Questions 41 – 45 assess community awareness of PCAC policies, current enforcement activities, and overall Pitt County animal care program effectiveness.

Demographic

- ❖ 420 people took the survey
- ❖ 98% of respondents were from Pitt County
- ❖ 68% of the respondents were from Greenville
- ❖ 86% of respondents were female
- ❖ 85% of the respondents were between 21 – 59 years of age
- ❖ 72% of the respondents' average income ranged between (\$25K – \$125K)
- ❖ 90% of the respondents have taken some college courses
- ❖ 97% of respondents' home make-up include 2.6 people

Pitt County Residents General Pet Care Behavior

- ❖ Overwhelmingly pet-friendly responses
- ❖ 83% of the respondents have a dog
- ❖ 53% of the respondents have a cat
- ❖ 83% of the respondents say they owned their first pet at an early age
- ❖ 94% of the respondents' pets were spayed or neutered
- ❖ 97% of the respondents are current with rabies vaccination
- ❖ 92% of the respondents took their pet to the vet within the last year
- ❖ Over 54% of the respondents got their pet from PCAS
- ❖ 97% of respondents allow their pet to sleep inside

Community needs for Animals in Pitt County

- ❖ 74% of respondents are concerned about chained/tethered animals
- ❖ 81 % of the respondents are concerned about evicted/abandoned animals
- ❖ 56% of the respondents do not attend PCAS events
- ❖ 61% of the respondents have never adopted an animal from PCAS
- ❖ Less than 50% of the respondents answered this questions
- ❖ 8% of the respondents (47%) indicated they had a "bad" experience when they visited PCAS
- ❖ 85% of the respondents would support an increase in the adoption fee
- ❖ 52% of the respondents do not use PCAS as a animal care resource
- ❖ 78% of the respondents would use a PCAS Helpline regarding spay/neuter issues
- ❖ 87% of the respondents are aware of spay/neuter clinics in Pitt County
- ❖ 41% of the respondents did not know about 72 hr. hold period prior to any negative action taken when stray or surrendered animals come into PCAS

Pitt County Potential Policy Changes

- ❖ 94% of the respondents would support pet license fee
- ❖ 42% of the respondents did not know that spay/neuter programs are less expensive than euthanasia programs
- ❖ 90% of the respondents would support an anti-tethering law
- ❖ Overwhelming positive responses to questions regarding dangerous dogs, etc
- ❖ Over 65% of the respondents would feel safe with a leash law being adopted

Current Pitt County Animal Control Program Effectiveness

- ❖ 64% of the respondents have seen an ACO in their area
- ❖ 58% of the respondents have witnessed animal cruelty and/or neglect
- ❖ 98% of the respondents would report animal cruelty and/or neglect
- ❖ 71% of the respondents became aware of survey through social media
- ❖ 81% of the respondents would like to be informed about Pitt County Animal Control issues annually

More detailed information regarding this survey can be found in the companion Appendix document.

Section 15: Summary Data from PCAS Staff/Management Surveys and Real Time Observations

Listed below are the shelter and field operations that PCAS staff/management were able to select from when discerning their applicable skills and training needs.

General Shelter Operations for Survey Question

- ✓ Public Information/Education
- ✓ Records/Intake data
- ✓ Adoption
- ✓ Euthanasia
- ✓ Animal Care/Control
- ✓ Disease Outbreak/Rabies Control
- ✓ Safety

General Field Operations for Survey Question

- ✓ Public Information/Education
- ✓ Records/Intake data
- ✓ Emergency Field Euthanasia
- ✓ Animal Abuse/Neglect Complaint
- ✓ Bite Investigation Complaint
- ✓ General Ordinance Enforcement
- ✓ Rabies Control
- ✓ Picking Up Strays
- ✓ Safety

PCAS Staff Assessment

Currently there are 3 full time and 2 part time employees (excluding the Manager and Asst. Manager) at PCAS. Listed below is information from a staff survey implemented anonymously through survey monkey in July of 2013:

- The full time employees are Animal Control Officers
- 3 employees with 1.5 years or less PCAS employment tenure;
- 2 employees with an average of 8.5 years of PCAS employment tenure;
- 80% or greater (4-5) number of employees could perform records upkeep,, safety, adoption/reclamation, public relations, and participated in animal care events.
- Only 60% (3) could perform disease outbreak control activities.
- 3 employees conduct field operations that encompasses Pitt County;
- 80% or greater of field operators perform field impoundment, complaints, trapping, dangerous dogs, rabies control, animal bites, and safety;
- 60% of field operators could perform general patrolling and emergency field euthanasia;
- 80% of PCAS staff feel adequately trained;

- 80% of PCAS staff feel that management is available to support work-related issues;
- 60% of PCAS staff feel that the work environment is good most of the time;
- 40% and 20% of PCAS staff feel that when the work environment is poor, those times occur in the mornings and afternoons, respectively;
- When asked “why staff work at the shelter?” 80% of them believe they make a difference and they want to protect and care for companion animals; and
- When asked “if they had one wish regarding working at PCAS, what that would be?” Almost all of the responses were associated with the desire to have more staff to meet the upkeep demands of PCAS.

In general, PCAS staff is well trained to do their job, feel that their work is important, yet understand that they have to work really hard to do the bare minimum for the shelter to remain open to the citizens and municipalities of Pitt County.

On occasions when real-time observations were made of work place environment and staff handling of stressful situations, it was clear that the staff know what needs to be done to keep the shelter in compliance with NC code. It was also clear that there was not enough staff to comfortably meet sheltering demands daily. Things had to be done in a manner that would not be generally in compliance with NC code, yet if they were not done in a smart way, more serious noncompliance issues would be expected. **Most importantly, PCAS and its staff should not be expected to accommodate municipalities’ schedules when those municipalities require necessary services such as euthanasia and lost/stray animal sheltering. With additional full time staff, PCAS should be able to reasonably handle its daily required duties.**

On occasion when real-time observations were made of the work place environment on Saturday when PCAS is open to the public for animal adoption, viewing, and other services; the facility was still undergoing repairs due to peeling paint in the dog intake area (*See Chapter II, Section 6, Figure 1, Old section, and dog and cat intake areas*). The facility was clean and there was a staff person as well as several volunteers. This assessment made clear several issues:

- Staff may be there alone handling animals for cleaning, viewing, and owner surrender,
- Staff may be there alone handling or in the vicinity of presumed dangerous or diseased animals,
- Staff may be there alone if there is a medical emergency of any type,
- If staff is alone and is the subject of a medical emergency, notification of the proper authorities to assist that staff person may not happen,
- If staff is alone and there is an instance of violence or other criminal activities targeting that staff person, notification of the proper authorities to assist that staff person may not happen, and
- If staff is alone and PCAS is subjected to instantaneous structural damage, notification of the proper authorities to assist that staff person may not happen.

There has to be some procedures developed and implemented to address staff working alone during weekends.

PCAS Management Assessment

Management at PCAS consists of a Manager and an Assistant Manager (2 people).

- Management has approximately 39 years of experience addressing animal care/control issues.
- 100% of PCAS management has the expertise to address all of the shelter and field operations issues
- 100% of PCAS management feels that the work environment is at least “OK” most of the time.
- 100% of PCAS management feels that when the work environment is “Bad”, it is in the mornings.
- When asked “why management work at the shelter?” 100% of them acknowledge that it is their source of income; and
- When asked “if they had one wish regarding working at PCAS, what that would be?” 100% of management responses were associated with the desire to have more staff and space to meet the daily demands at PCAS.

On the occasion that the real time observation of management was conducted, the shelter was undergoing repairs associated with paint peeling from a recently renovated area (*See Chapter II, Section 6, Figure 1, Old section, and dog and cat intake areas*). Approximately 41 normally used spaces for intake animals were no longer available (*See Chapter 1, Section 6, Table 3*). Management and 1 staff person were handling day-to-day operations, which included fielding calls from Pitt County citizens and municipalities requesting to surrender animals. These services were temporally suspended for lack of space. This was a high stress period for management and staff. However, it certainly puts things in perspective in regards to strategic planning. **There has to be more funds, FTEs, and additional space required for PCAS to operate efficiently. The citizens, municipalities, and animals directly suffer because of these limitations—not only in crisis situations—but also in normal day-to-day operations.**

Chapter III. What Can We Improve On and How?

Section 1. "Vision for the Future of Pitt County Animal Control"

This section of the PCACSP will define a "Vision for the Future of Pitt County Animal Control". In this chapter, additional goals will be identified that will ensure that the PCAS's vision and mission will be obtained. The new "Vision for the Future" was developed from this strategic planning process.

"Vision for the Future"

The Pitt County Animal Shelter will act as the county leader in addressing animal control by:

- ❖ *Advocating for PCAS to have adequate personnel and funding to continue meeting the state of North Carolina required guidelines for certification;*
- ❖ *Coordinating with all partners, including municipalities within the county, in addressing animal care issues and providing general information sharing opportunities; and*
- ❖ *Continuing to educate the county residents about animal control concerns and solicit public feedback where appropriate.*

PCAS's Mission is *"To provide services which safeguard public health and safety by supporting the education of our citizens on responsible pet ownership, the protection of our community's animals from cruelty and neglect, and the housing, care, placement or humane resolution for the animals in its care."*

PCAS goals associated with the Mission are:

- ✓ To increase PCAS staff and Pitt County funding in order for PCAS continue to meet NC certification requirements;
- ✓ To evaluate whether we are protecting Pitt County animals from cruelty and neglect;
- ✓ To explore additional avenues for educational support for Pitt County; To evaluate whether we are protecting Pitt County animals from cruelty and neglect; and
- ✓ PCAS staff is committed to working with the many partners to reduce pet over population and to increase the live release rate by 5% next year.

Pitt County Animal Control Advisory Board

Having completed Pitt County animal care assessments regarding community awareness; partners and other agency relationships; North Carolina certification; and PCAS structural, animal care, and personnel issues, the following recommendations are being recommended by PCACAB.

Section 2. Immediate Goals Recommendations

In order for any goal to be fully obtained, there are critical phases that the process must go through.

1. The first phase is the **Discussion** phase. It is in this phase that the need for the goal is identified and appropriate dialogue with County and other experts associated with the concepts that the particular action involves is initiated. Sometimes before an action can be planned an **Options Paper** is needed. This document identifies all of the possible directions that may be taken in order to arrive at the result that the Action is designed to achieve. It includes cost/benefits analyses and any other appropriate contingencies. Very few goals have implementation actions without prior discussion, except those that are currently defined as “*on going*” (See Table 7).
2. The next phase is the **Action** planning. In this stage, all of the critical entities are defined and their specific roles and responsibilities are laid out and accepted by the critical entities.
3. The **Implementation** phase is next and it follows the direction put forth in the planning phase. There may be adjustments made due to special circumstances (i.e., critical entity no longer available). In most cases, these nuances may have been discussed and contingency plans developed.
4. **Measures of Progress/Success** process is an evaluation that is scheduled and conducted to determine if the goal is still obtainable, progressing as scheduled (i.e., earlier or later implementation), and next steps determined to mitigate any special circumstances.

In this document, *immediate goals recommendations* are those in which the discussion, planning and implementation of such program (operating policy) shall began during the adoption phase of this document by the PCACAB. In some cases; these recommendations are already in the planning/implementation phases, thus the recommendations are merely expansions of the scope of the current operating policies. *Short, Intermediate, and Long-Term goals recommendations* shall be in the discussion, planning, and implementation phases in 1-2 years, 2-5 years, and 5-10 years, respectively. These projected dates are ranges for the actual implementation of goals. Therefore, various kinds of strategies for implementation will need to be identified.

Immediate Recommendations

- ✓ Continue to implement required provisions from the NC Animal Welfare Administrative Code under the Veterinary Division of the North Carolina Department of Agriculture and Consumer Services stated in Chapter II, Section 14 of this document.
 - **Measures of Progress/Success**
 - **Continue meeting NC certification standards**
 - **Ultimately, receiving high site review ratings**

- ✓ PCAS should seek to acquire 3 full time staff (3 FTEs) persons to be added to address shelter and field operations uniquely.
 - Those FTEs would ensure that intake and disposition data is prepared in format such that County Manager and residents would be able to see how PCAS is aggressively addressing issues such as increasing “live release rates” and decreasing the number of animals being euthanized annually.
 - Even though PCAS data and other factors make clear that additional staff is required for proper routine sheltering procedures and providing services daily to Pitt County municipalities and citizens, in order to determine and maintain the needed space and personnel to ensure that the animals in the shelter meet minimum North Carolina certification requirements, intake and disposition data should be compiled in a format and presented in the manner that the definitions below articulate:

Definitions

- **Physical Holding Capacity (PHC)** is the physical space required for animals in stray hold, quarantine or other required/desired finite holding periods prior to being made available for adoption. This includes animals that can be viewed for adoption but are not currently ready to go to a home.
- **Adoption Driven Capacity (ADC)** is the optimal number of animals to have actively available for adoption, or for shelters where animals are viewable for adoption throughout their stay, the number of animals actively moving towards adoption.
- **Staff Capacity for Daily Care** is the number of animals that can be adequately cared for, based on national and/or internal standards, on a daily basis. Even if physical capacity is sufficient, staff capacity may limit the number of animals that can be provided adequate care.
- **Staff Capacity for Flow Through** is number of staff needed to provide specific services to the animals at several points during their shelter stay, e.g. intake, behavioral evaluation, spay/neuter surgery, and processing for reclaim, adoption, transfer or euthanasia. If staff capacity for flow through is inadequate for any of these points, it can lead to a backlog that in turn creates problems with capacity in other areas.
- **Monthly Daily Averages (MDA)** for intake and outcomes are obtained by calculating monthly totals and dividing by the number of days in the month.
- **Actual and Average Daily Population (ADP)** are in addition to intakes and outcomes, actual and ADP are needed in order to monitor and predict housing and staffing requirements for animal care.
- **Required Physical Holding Capacity (RPHC)** refers to the number of housing units required to hold animals for any necessary period prior to making them available for adoption. $RPHC = MDA \text{ intake} \times \text{required holding period}$.
- **Measures of Progress/Success**
 - **Development of a Position Description that includes:**

Pitt County Animal Control Advisory Board

- a. **Data entry compatible for the calculations described by the above definitions;**
 - **Hire 3 FTEs for shelter and field operations**
- ✓ PCAS should seek to acquire 1 part time FTE for volunteer program development.
 - That person would address development of a vibrant and self-sustaining volunteer recruitment program exploring potential community partnerships.
 - ECU and PCC may also be valuable in volunteer recruitment especially if they have biology, pre-med, pre-vet, and/or zoology programs that can consistently offer students volunteers.
 - Partnerships with ECU and PCC may also focus on GIS gaining technical expertise which would support importing PCAS data in Census Bureau data bases facilitating the various mapping themes.
 - Lastly, Pitt County Board of Education may be another resource for obtaining mature student volunteers yearly. These students could be part of an after school program for college preparatory consideration.
 - **Measures of Progress/Success**
 - **Development of a Position Description that includes:**
 - a. **Volunteer program development;**
 - b. **Fostering good relationships with ECU, PCC, and Pitt County Board of Education in support of the volunteer program.**
 - **Hire Part Time FTEs for volunteer program**
- ✓ PCAS should develop a communication strategy that focuses on establishing information transfer meetings with the following entities at the specified times:
 - Updates to PCACAB on board approved activities
 - Provide orientation training of PCACAB members on policy and procedures, by laws and ordinances that the Board is mandated by
 - Pitt County Board of Commissioners presenting the completed Pitt County Animal Control Strategic Plan
 - Municipalities (quarterly)
 - Strategic planning update
 - Seeking their feedback
 - Identifying “what’s going on with their programs?” (i.e. “We care about you”)
 - Animal Care Partners (TBD)
 - Defines criteria consistent with recent amendments to the Animal Welfare code (G.S. 19A-23 (5a and 5b) associated with “Approved foster care provider” and “Approved rescue organization”, respectively.
 - Seek the articulation of the animal care partners’ “Mission and Vision”
 - Identify partnerships likely to have a positive impact on grant opportunities and meet the “Approved foster care provider” and “Approved rescue organization” definitions.
 - Residents (annually)
 - “State of PCAS” meeting
 - What do citizens need

- May have positive impact on other animal care relationships that are challenging
- **Measures of Progress/Success**
 - **Development of a Communication Strategy that is approved by PCACAB**
- ✓ Discuss the establishment of a Pitt County animal containment ordinance
 - **Measures of Progress/Success**
 - **Initiate the gathering of appropriate information to facilitate the decision of how to establish the ordinance in a cost and enforcement effective manner**
- ✓ PCAS should continue to utilize all the forms of social media mentioned in Chapter I, Section 1 (page 5) of this document to:
 - Announce availability of animals for adoption;
 - Educate Pitt County residents concerning county animal control/care issues and announce upcoming PCAS sanctioned events;
 - Provide an electronic central location for residents seeking to find and retrieve lost pets; and
 - Receive resident concerns regarding county animal control/care issues
 - **Measures of Progress/Success**
 - **Lost pet site established using social media and working effectively**
- ✓ Discuss the establishment of a policy to address weekend working conditions at PCAS. The discussion should include the following issues:
 - Ensuring that if staff is working alone at PCAS and is the subject of a medical emergency, notification of the proper authorities to assist that staff person would occur,
 - Ensuring that if staff is working alone at PCAS and there is an instance of violence or other criminal activities targeting that staff person, notification of the proper authorities to assist that staff person would occur, and
 - Ensuring that if staff is working alone at PCAS and PCAS is subjected to instantaneous structural damage, notification of the proper authorities to assist that staff person would occur.
 - **Measures of Progress/Success**
 - **Decision made by PCACAB to either move forward with policy or not**
 - **If moving forward, initiation of the development of the weekend workplace policy**
 - **If moving forward, approval of the weekend workplace policy by PCACAB**
 - **If moving forward, implementation of the weekend workplace policy by insertion into the PCAS Policy and Procedures document.**

Section 3. Short Term Goals Recommendations

Short Term (1-2 years) Goals Recommendations

- ✓ Continue to implement required provisions from the NC Animal Welfare Administrative Code under the Veterinary Division of the North Carolina Department of Agriculture and Consumer Services stated in Chapter II, Section 14 of this document.
 - **Measures of Progress/Success**
 - **Continue meeting NC certification standards**
 - **Ultimately, receiving high site review ratings**
 - **Develop Options Paper addressing necessary structural improvements to PCAS, expansion of the current facility, or securing another facility—moving all animals into it or—securing an additional facility and housing either dogs or cats in it and having staff divided to support both facilities**
- ✓ PCAS should seek to acquire a full time staff (1 FTE) person to be added to address shelter and field operations.
 - **Measures of Progress/Success**
 - **Position description developed for shelter and field operations staff person**
 - **Staff person hired**
- ✓ Develop Action Plan for Pitt County Animal Containment Law
 - **Measures of Progress/Success**
 - **Action Plan approved by PCACAB**
 - **Implementation of Action Plan initiated**
- ✓ Implement the Volunteer Recruitment Program mentioned in the *“Immediate Goals Recommendation”*
 - **Measures of Progress/Success**
 - **Volunteer program developed, operational, and effective**
- ✓ Continue implementing the provisions of the communication strategy that was developed under the *“Immediate Goals Recommendation.”*
 - **Measures of Progress/Success**
 - **Implementation of PCACAB approved communication strategy**
- ✓ Review recommendations from the shelter guidelines document and develop an Action plan for implementation.

- **Measures of Progress/Success**
 - **Development of Action Plan for implementation of shelter guidelines recommendations**
 - **Consideration of cost/benefit issues when deciding which guidelines to implement and when such guidelines should be implemented**
- ✓ Continue to increase live release rate by 5%.
 - **Measures of Progress/Success**
 - **Reviewing annual live release rate data**
 - **Continuing to educate the public about importance of spaying/neutering animals**
 - **Continuing to encourage the public to adopt PCAS animals**
- ✓ Continue to reduce euthanasia rate yearly (avg. 50 animals)
 - **Measures of Progress/Success**
 - **Reviewing of annual euthanasia rate data**
 - **Continuing to educate the public about importance of spaying/neutering animals**
 - **Continuing to encourage the public to adopt PCAS animals**
- ✓ Implement owner surrender by appointment only policy
 - **Measures of Progress/Success**
 - **Updating PCAS Policy and Procedures document to include owner surrender by appointment**
 - **Announcement of PCAS policy change in social media and other media outlets**
- ✓ Develop Action Plan pet registration with fee/renew every 3-5 years
 - **Measures of Progress/Success**
 - **Action plan for pet registration with fee developed and approved by PCACAB**

Section 4. Intermediate Term Goals Recommendations

Intermediate Term (2-5 years) Goals Recommendations

- ✓ Continue to implement required provisions from the NC Animal Welfare Administrative Code under the Veterinary Division of the North Carolina Department of Agriculture and Consumer Services stated in Chapter II, Section 14 of this document.

Pitt County Animal Control Advisory Board

- **Measures of Progress/Success**
 - **Continue meeting NC certification standards**
 - **Ultimately, receiving high site review ratings**
- ✓ Continue to increase live release rate by 5% and reduce euthanasia rate yearly (avg. 50 animals)
- **Measures of Progress/Success**
 - **Reviewing annual live release rate data**
 - **Reviewing of annual euthanasia rate data**
 - **Continuing to educate the public about importance spaying/neutering animals**
 - **Continuing to encourage the public to adopt PCAS animals**
- ✓ Implementation of Pitt County Animal Containment Law
 - **Measures of Progress/Success**
 - **Ordinance developed, implemented and enforced**
 - **Ordinance effective and not receiving significant numbers of citizens or other complaints**
- ✓ Implement Pet registration with fee/renew every 3-5 years
 - **Measures of Progress/Success**
 - **Implementation of Pet registration with fee effective**
 - **Enforcement of Pet registration with fee non-problematic**
- ✓ Discuss the development of Pitt County Anti-tethering policy
 - **Measures of Progress/Success**
 - **Decision made by PCACAB to either move forward with policy or not**
 - **If moving forward, initiation of the development of an Action Plan**
 - **If moving forward, approval of the Action Plan by PCACAB**
- ✓ Discuss banning animals from riding without restraints in the uncovered bed of trucks
 - **Measures of Progress/Success**
 - **Decision made by PCACAB to either move forward with policy or not**
 - **If moving forward, initiation of the development of an Action Plan**
 - **If moving forward, approval of the Action Plan by PCACAB**

Section 5. Long Term Goals Recommendations

Long Term (5-10 years) Goals Recommendations

- ✓ Continue to implement required provisions from the NC Animal Welfare Administrative Code under the Veterinary Division of the North Carolina Department of Agriculture and Consumer Services stated in Chapter II, Section 14 of this document.
 - **Measures of Progress/Success**
 - **Continue meeting NC certification standards**
 - **Ultimately, receiving high site review ratings**
- ✓ Continue to increase live release rate by 5% and reduce euthanasia rate yearly (avg. 50 animals)
 - **Measures of Progress/Success**
 - **Reviewing annual live release rate data**
 - **Reviewing of annual euthanasia rate data**
 - **Continuing to educate the public about importance spaying/neutering animals**
 - **Continuing to encourage the public to adopt PCAS animals**
- ✓ Development of anti tethering policy Action Plan
 - **Measures of Progress/Success**
 - **If moving forward, Action Plan developed and approved by PCACAB**
 - **If moving forward, anti-tethering policy developed, implemented, and effective**
- ✓ Development of ordinance banning animals from riding without restraints in the uncovered bed of trucks
 - **Measures of Progress/Success**
 - **Decision made by PCACAB to either move forward with ordinance or notlf moving forward, initiation of the development of an Action Plan**
 - **If moving forward, approval of the Action Plan by PCACAB**
 - **If moving forward, ordinance banning unrestrained animals from riding in the uncovered bed of trucks developed, implemented, and effective**
- ✓ Revisit Pitt County Animal Control Strategic Planning document and evaluate Measures of Success to determine if next steps or contingency measures are necessary for any of the elements identified in the various goals.

Pitt County Animal Control Advisory Board

Goals Timeline Tracking Table/Checklist

Table 7

Goal	Implementation Schedule	Initiation (projected)	Completion (projected)	Measure of Success
A. Continue Meeting NC Code	Immediate (now)	Ongoing	Ongoing	1. Meet standards _____ 2. Facilities Option paper _____
B. 3 Full-Time PCAS FTEs and 1 part time FTE	Immediate (now)	March 2014	When hired	1. PDs developed _____ 2. People hired _____
C. Develop Communication Strategy	Immediate (now)	Ongoing	January 2014	ACAB approved Communication Strategy _____
D. Discuss Pitt County Animal Containment Ordinance	Immediate (now)	Ongoing	Spring 2014	Decision made how to move forward _____
E. Centralized County Lost Pet Site	Immediate (now)	Ongoing	Summer 2014	Site established and working effectively _____
F. Discuss Policy for Working Alone	Immediate (now)	Ongoing	Summer 2014	1. Decision made how to move forward _____ 2. Dev. of policy _____ 3. Implementation of policy _____
A-1. Continue Meeting NC Code	Short (1 – 2 yrs.)	Ongoing	Ongoing	1. Meet standards _____ 2. Dev. Action Plan for ACAB approved facility option _____
C-1. Continue Implementing Communication Strategy	Short (1 – 2 yrs.)	Ongoing	Ongoing	Communication between municipalities and partners effective _____
D-1. Develop Action Plan for Animal Containment Ordinance	Short (1 – 2 yrs.)	Spring 2014	January 2015	1. ACAB approval of Action Plan _____
G. 1 Full Time Shelter and Field Operations FTE	Short (1 – 2 yrs.)	March 2015	When hired	1. PD developed _____ 2. Person hired _____
H. *Implement Volunteer Recruitment Program	Short (1 – 2 yrs.)	Ongoing	Summer 2014	Program operating and effective _____
I. *Develop Action Plan for Shelter Guidelines Recommendations	Short (1 – 2 yrs.)	Ongoing	December 2014	ACAB approval of Action Plan _____
J. *Develop Action Plan for Pet Registration with fee	Short (1 – 2 yrs.)	Fall 2014	January 2015	ACAB approval of Action Plan _____
K. *Continue to Increase Live Release Rate	Short (1 – 2 yrs.)	Ongoing	Ongoing	1. Review Data _____ 2. Spay/Neuter Ed _____ 3. Adoptions up _____
L.*Continue to Reduce Euthanasia Rate	Short (1 – 2 yrs.)	Ongoing	Ongoing	1. Review Data _____ 2. Spay/Neuter Ed _____ 3. Adoptions up _____
M. *Implement Owner/Surrender by Appointment	Short (1 – 2 yrs.)	Summer 2015	January 2015	1. Announce policy change to public _____ 2. Update P&P doc. _____

Goals Timeline Tracking Table/Checklist (Continued)

Goal	Implementation Schedule	Initiation (projected)	Completion (projected)	Measure of Success
A-2. Continue Meeting NC Code	Intermediate (2 -5 yrs.)	Ongoing	Ongoing	1. Meet Standards _____ 2. Achieve High Standards
C-2. Continue Implementing Communication Strategy	Intermediate (2 -5 yrs.)	Ongoing	Ongoing	Communication between municipalities and partners effective
D-2. Implement Animal Containment Ordinance	Intermediate (2 -5 yrs.)	Spring 2015	Spring 2016	Ordinance developed , implemented, and enforced
I-1. *Implement Shelter Guidelines Recommendations Action Plan	Intermediate (2 -5 yrs.)	Spring 2015	Ongoing	Guidelines implemented and effective in helping PCAS meet NC Code
J-1. *Implement Pet Registration with fee	Intermediate (2 -5 yrs.)	Spring 2015	Spring 2016	Implementation effective and enforcement non-problematic
K-1. * Continue to Increase Live Release Rate	Intermediate (2 -5 yrs.)	Ongoing	Ongoing	1. Review Data _____ 2. Spay/Neuter Ed _____ 3. Adoptions up
L-1. *Continue to Reduce Euthanasia Rate	Intermediate (2 -5 yrs.)	Ongoing	Ongoing	1. Review Data _____ 2. Spay/Neuter Ed _____ 3. Adoptions up
N. *Discuss anti-tethering ordinance	Intermediate (2 -5 yrs.)	January 2017	December 2017	Decision to move forward or not
O. *Discuss banning animals riding uncontained in vehicle	Intermediate (2 -5 yrs.)	January 2017	December 2017	Decision to move forward or not
A-3. Continue Meeting NC Code	Long Term (5-10 yrs.)	Ongoing	Ongoing	Achieve High Standards
K-2. *Continue to Increase Live Release Rate	Long Term (5-10 yrs.)	Ongoing	Ongoing	1. Review Data _____ 2. Spay/Neuter Ed _____ 3. Adoptions up
L-2. *Continue to Reduce Euthanasia Rate	Long Term (5-10 yrs.)	Ongoing	Ongoing	1. Review Data _____ 2. Spay/Neuter Ed _____ 3. Adoptions up
N-1. *Discuss anti-tethering ordinance	Long Term (5-10 yrs.)	Ongoing	Ongoing	Depending on earlier decisions
O-1. *Discuss banning animals riding uncontained in vehicle	Long Term (5-10 yrs.)	Ongoing	Ongoing	Depending on earlier decisions
P. Revisit Strategic Planning activities	Long Term (5-10 yrs.)	Summer 2018	January 2019	Assessment of all Measures of Success

**This goal was part of the planning of other goals and is now isolated for accountability or it was recommended from citizens' public surveys and/or forums*

Attachment 2: PCAS Future Goals and Strategic Plans

(Developed by ACAB and led by Dr. Willis during 2012 -2013)

***Recommended Updates to the Pitt County Shelter And Rabies Control: Policies and Procedures document**

(Page numbers are listed as Shelter Guidelines pg #/PACA-PP pg #)

1. Include Mission Statement (p 12/p 4)
2. Shelter Operations –Records: (p 12/p 9)
 - a. Need ID physically affixed to animal
 - b. List identifier (who completed paper work)
 - c. Microchip scan results (note scan was complete, and results)
3. Include Reference of Working With Veterinarian (p 12)
4. Care of Animals:
 - a. Movement patterns for animals who cannot be physically touched (p 50/p 13)
 - b. Isolating sick animals from apparently healthy ones
 - i. 10% of facility should be devoted to isolation (p 13/p 13)
 - ii. “Healthy to sick” traffic pattern (p 13/p 13)
 - c. Vaccinations:
 - i. Rabies is not considered a priority (but believe current policy is warranted)
 - ii. Vaccines for cats: FVRCP (p 25-26/p 14)
 - iii. Vaccines for dog: DHPP or Da2PPC, Bordetella (p 25-26/p 13)
 1. *Possible Canine Influenza H3N8
 - d. Feeding and Watering – estimated 6 minutes per day per animal (p 18/p 14)
 - e. Cleaning and Disinfection (referenced to as “Sanitation” in manual)
 - i. Estimated 9 minutes per day per animal (p 18/ p 14).
 - ii. Removal of gross organic matter, cleaning with detergent or degreaser (p 21/p 14)
 - iii. Movement patterns for animals who cannot be physically touched (p 50/p 14-15)
5. Family Structure* Addendum Needed to PCAS –p & p (recom p 23, add #12, before C)
 - a. Space requirements of cats: (p 14)
 - i. Recommendation of 30 cubic feet per cat
 - ii. Separation of food, urination and defecation, and resting areas should be maximized
 - iii. litter box should be large enough to comfortably accommodate pet’s entire body
 - b. Ventilation:
 - i. Need between 10 to 20 room air exchanges per hour with fresh air (p 16)
 - ii. Isolation areas for dogs should have separate air circulation from rest of facility (p 16)
 - iii. Cat cages facing each other should be spaced more than 4 feet apart
 - c. Sound Control:
 - i. Architectural strategies – arrangement of caging and material selection (p 17)
 - ii. Behavior modification strategies – music can be used to reduce animal stress (p 17)
 - iii. Cats should not be exposed to noise of barking dogs (p 17)
6. Mental & Physical Stimulation Becomes More Important as Length of Stay Increases (p 15)
* Addendum Needed to PCAS – P & P (recom p 17, insert before #7)
 - a. Alternative housing arrangements: hiding areas, play areas, rest areas (dogs) & scratching, climbing and perching areas (cats) (p 15)
 - b. Staff training to recognize body language and other behaviors that indicate animal stress, pain, and suffering (p 33)
 - c. Establish behavioral evaluation prior to re-homing (or other placement) (p 33)
 - d. Proper socialization and enrichment for kittens and puppies (p 34-36)

7. Tracking Statistics(p 19) *Addendum Needed to PCAS- P & P (recom p 17, insert before # 7)
 - a. Disease incidence should be monitored and tracked monthly (pre-existing and shelter acquired)
 - b. Periodic review of the rate of morbidity and mortality (p 29)
8. Formite Control –Huge!!! (p 22 – 23/p 24)
 - a. Footbaths are inadequate to prevent infectious disease
 - i. Use dedicated boots or disposable shoe covers
9. Adequate Scanning for Microchips – Staff Training (PCAS – P & P p 9)
10. Emergency Medical Plan (p 26) *Addendum Needed to PCAS – P& P (recom p 15, add “D” before VIII)
 - a. Provide appropriate and timely veterinary medical care
 - b. *Natural disaster planning
11. When Healthy Animals Remain in Care for Longer than 1 Month, Exams Including Weight and Body Condition Score Should be Performed and Recorded at Least on a Monthly Basis. *Addendum needed to PCAS – P & P (recom p 17, insert before # 7)
12. Separation of Animals by Species (p 34/p 13)
13. Verification of Death (PCAS –P & P p 20)
 - a. Pupillary and corneal reflexes, toe withdrawal, pulse, respiration and heartbeat (p 41)
 - b. Separate room for euthanasia where other animals cannot hear procedure (and to limit distractions and interruptions) (p 42)
 - c. Need control log for controlled drugs and all euthanasia (p 42)
14. Does *Spay Today* Follow All These Guidelines Listed in PP 43 – 44?
15. Animal Transport Guidelines
 - a. Verify requirement when animals are transported across state lines (p 45); *Addendum needed to PCAS P & P (recom p 27)
 - b. Animals must be vaccinated and treated for internal and external parasites (p 45); *Addendum needed to PCAS – P & P (recom p 27)
 - c. No sedation unless recommended by veterinarian (p 46/p 27)
 - d. Use thermometer in area where animals are housed within vehicle (p 46/p 27)
 - e. Maximum transport should be no more than 12 hours (p 46/p 27)

***The Pitt County Animal Control Advisory Board is Currently Initiating the Development of Strategic Planning for the future maintenance and operation of the Pitt County Animal Shelter.**

Attachment 3: Pitt County Strategic Planning Communication Strategy (December, 2013)

The purpose of this communication strategy is to ensure that the governing officials and citizens of Pitt County, as well as the municipalities and the animal care partners within the county, are appropriately informed of the new vision and goals for the Pitt County Animal Shelter (PCAS) defined in the Pitt County Animal Control Strategic Planning document. This communication strategy will also outline other information sharing opportunities regarding lost pets and other programs being implemented by the Pitt County animal care community.

The primary mission of the Pitt County Animal Shelter is:

To provide services which:

- Safeguard public health and safety by supporting the education of our citizens on responsible pet ownership;*
- The protection of our community's animals from cruelty and neglect; and*
- The housing, care, placement or humane resolution for the animal in its care.*

PCAS Vision Statement

PCAS will act as County Leader in addressing animal control by:

- Advocating for PCAS to have adequate personnel and funding to continue meeting the state of North Carolina required guidelines for certification;*
- Coordinating with all partners, including municipalities within the county, in addressing animal care issues and providing general information sharing opportunities; and*
- Continuing to educate county residents about animal control concerns and solicit public feedback where appropriate.*

Animal Control Advisory Board (ACAB) Orientation

ACAB members will be provided orientation training on updated by laws of the Board

- Bylaws of the operating procedures of the Board will be updated*
- Members of the Board will be trained on all policy and procedures, by laws, and ordinances that the Board is mandated by.*
- New members of the Board will be trained on all of the above mentioned documents and procedures as appropriate.*

PCAS Live Release Rate Increase and Euthanasia Rate Reduction Goals

- *PCAS— Continuing to Increase the Live Release Rate by 5% and Reduce the Euthanasia Rate annually were identified as Short Term goals with Ongoing and Long Term implications.*
- *These goals can be addressed through reviewing the data and directing outreach opportunities to continue educating Pitt County citizens about the need to have their pets spayed or neutered.*
- *These goals may also be addressed additionally through outreach opportunities encouraging Pitt County citizens to adopt PCAS and other partner dogs and/or cats to be a part of their families.*

Meet With Pitt County Board of Commissioners to Present the Strategic Plan

- *To present the strategic plan document to the Board of Commissioners to get their support which ultimately should result in increased funding for PCAS including hiring of several FTEs over the next year.*
- *To get their input on the plan and make changes as necessary.*
- *Establish annual updates to the Commissioners regarding the Measures of Success of the goals.*

Meet With PCAS Management and Staff to Present the Strategic Plan

- *PCAS management, staff, and volunteers will be implementing the plan or their workplace may be significantly impacted if the strategy is adopted by ACAB.*
- *ACAB should meet with PCAS management and staff to personally inform them of the impacts of the adopted strategic plan.*
- *Ideally, if ACAB adopts the strategy, this meeting should occur soon after the Board meeting in which the vote occurred to adopt the plan.*

Quarterly Informational (Sharing) Meetings with Pitt County Municipalities (or as needed)

- *The goals of these meetings are to share information with each other including updates of strategic planning activities.*
- *Ultimately, these meeting and other information sharing opportunities will help to create more effective working relationships between PCAS and the Pitt County Municipalities it supports*
- *Lastly, these meeting will assist in the participation of each entity in activities that will be mutually beneficial to PCAS and the municipalities (i.e., grants, equipment, and other resources).*

First Meeting Summary

- *Recent Meeting held at the County Home Road site in Greenville, NC on Oct. 30, 2013*
- *14 people in attendance*
 - *2 from HSUS*
 - *2 from Town of Winterville*
 - *2 from City of Greenville*

Pitt County Animal Control Advisory Board

- 3 from PCACAB
- 3 from Pitt County
- 1 from Ayden
- 1 from Farmville
- Meeting format
 - General update of strategic planning activities by ACAB Chair, Linda Mazer and Shelter Director Michele Whaley
 - HSUS Representative, Kimberley Alboum facilitated Municipality information sharing period
- Issues discussed/agreed to
 - All agreed that a centralized site for Pitt County residents to begin search for lost pets is needed
 - All agreed that frequent municipality meetings is needed
 - Sharing resources such as microchip scanners is needed
 - Municipalities (small) would have an opportunity to discuss their issues
 - Next meeting should be in 3 months (~Feb. 1, 2014)

Bi-Annual Meetings with Pitt County Animal Care Partners (or as needed)

- The goal of this meeting is to share Pitt County animal care/control information with each other including update of strategic planning activities
- Continue to partner with these entities and ultimately increase the number of such partnerships with other animal care/control entities.

First Meeting Summary

- Recent meeting held in the Commissioner's Auditorium on Nov. 19, 2013 during regular ACAB meeting
- 3 Pitt County Animal Care/Control partners participated
 - Spay Today
 - Humane Society of Eastern North Carolina
 - Pitt Friends of PCAS (not in attendance; however, sent letter addressing it's challenges)
- Meeting format
 - General update of strategic planning activities by Strategic Planning Committee Chair, JC Woodley
 - Presentations from each partner including their mission and/or vision
 - Presentations also included articulation of their partnership with PCAS
 - ACAB Chair, Linda Mazer and Shelter Director Michele Whaley provided more insight on the partnerships and their effectiveness.
 - Next meeting should occur in May 2014.

Annual Meeting with Pitt County Citizens

- To provide Pitt County Citizens with an annual "State of Animal Control"
- To gather information from the Pitt County citizens regarding animal control/care

Development of Central Site for Pitt County Citizens to began search for lost pets

- *To establish a centralized electronic location for beginning the search for lost pets*
- *All municipalities would share photos or narrative statements, as appropriate , announcing reported lost pets*
- *All municipalities would share photos or narrative statements, as appropriate , announcing found pets*
- *Additional platform to publicized information to citizens regarding Pitt County policy changes, enforcement activities, and/or animal care resources as they are made available.*

Providing Information to Local Media Regarding Strategic Plan Activities

- *To keep the public informed of the progress of the development and implementation of the Pitt County Animal Control Strategic Planning activities.*
- *This type of transparency was requested by the Pitt County residents through the public forums and citizens' survey conducted during Summer of 2013.*

Attachment 4. Estimated Pet Population Calculations Using Census Data and HSUS Formulas

Pitt County Population Data from 2012 National Census

- ❖ Pitt County est. population 172,554 people
- ❖ 2.45 people per household
- ❖ $\frac{172,554 \text{ (people)}}{2.45 \text{ (people/household)}} = 70,430 \text{ households}$

National Data

- ❖ 46% households have dogs
- ❖ 39% households have cats
- ❖ 1.7 dogs/household
- ❖ 2.2 cats/household

Pitt County Estimated Dog and Cat Populations

- ❖ $70,430 \text{ (households)} \times .46 = 32,398 \text{ households with dogs}$
- ❖ $70,430 \text{ (households)} \times .39 = 27,468 \text{ households with cats}$
- ❖ $32,398 \text{ (households)} \times 1.7 \text{ (dogs/households)} = 55,077 \text{ dogs in Pitt County}$
- ❖ $27,468 \text{ (households)} \times 2.2 \text{ (cats/household)} = 60,430 \text{ cats in Pitt County}$

If 20% of Pet Population Come into PCAS over 5 years, the projected Pitt County Costs?

- ❖ $55,077 \text{ dogs} \times 0.2 = 11,015 \text{ dogs}$
- ❖ $11,015 \text{ dogs} \times \$109 = \$1,200,679/5 \text{ years or } \$240,000/\text{year for dogs}$
- ❖ $60,430 \text{ cats} \times 0.2 = 12,086 \text{ cats}$
- ❖ $12,086 \text{ cats} \times \$109 = 1,317,374/5 \text{ years or } \$263,475/\text{year for cats}$



If Pet registration is adopted just for pet (dogs and cats) owners, the expected additional animal care/control revenue would be:

Registered Cats Total Revenue Generated After 5 years = \$1,208,600

- ❖ 1st year $60,430 \times \$10 = \$604,300$
- ❖ 3rd year $60,430 \times \$5 = \$302,150$
- ❖ 5th year $60,430 \times \$5 = \$302,150$

Registered Dogs Total Revenue Generated After 5 years = \$1,101,540

- ❖ 1st year $55,077 \times \$10 = 550,770$
- ❖ 3rd year $55,077 \times \$5 = \$275,385$
- ❖ 5th year $55,077 \times \$5 = \$275,385$

(Note: These are Conservative Estimates Assuming 0 expansion of Population)

If PCAS No Longer Offer Services to Citizens of Pitt County

There is no circumstance in which a decision to suspend or permanently halt animal care/control services to the Pitt County residents without there being significant negative impacts on the quality of life of the residents, and the County's environment including the habitats of the animals.

Below is an example of how quickly the dogs and cats populations could explode to out-of-control levels within 5 years.

(Note: These are Conservative Projections that do not include other factors such as demographics)



Dogs

- ❖ Assuming 50% of a population of 55,077 dogs constitute males and the other 50% constitute females, thus if 27,539 animals produce a litter of 3 puppies twice in a year= 165,231 additional dogs will be in Pitt County.
- ❖ The total population would be $55,077 + 165,231 = 220,308$ dogs in 1 year
- ❖ Again assuming 50% of a population of 220,308 dogs constitute males and the other 50% constitute females, thus if 110,154 dogs have a litter of 3 puppies twice a year, in 2 years there would be 1,321,848 additional dogs in Pitt County and in 3 years the total number of dogs in the county would be $1,321,848 + 220,308 = 1,542,156$.

Cats

- ❖ Assuming 50% of a population of 60,430 cats constitute males and the other 50% constitute females, thus if 30,215 animals produce a litter of 3 kitties twice in a year= 181,290 additional cats would be in Pitt County.
- ❖ The total population would be $60,430 + 181,290 = 241,720$ cats in 1 year
- ❖ Again assuming 50% of a population of 241,720 cats constitute males and the other 50% constitute females, thus if 120,860 cats have a litter of 3 kitties twice a year, in 2 years there would be 1,450,320 additional cats in Pitt County and in 3 years the total number of cats in the county would be $1,450,320 + 241,720 = 1,692,040$.



Big ~~Monday~~ — 4th Wednesday — 5³⁰ — 7³⁰ (Sept. 20) Item # 11



City of Greenville, North Carolina

Meeting Date:
10/17/2016
Time: 6:00 PM

Title of Item: Update on Bradford Creek Public Golf Course

Explanation: Council Member PJ Connelly requested an update on the Bradford Creek Public Golf Course be added to the October City Council agenda. City staff will provide an update on the course's operational costs, revenues, and participation figures for July through September, 2016.

Fiscal Note: No direct cost to discuss the issue.

Recommendation: Receive the first quarter operational report on the Bradford Creek Public Golf Course.

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

Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date:
10/17/2016
Time: 6:00 PM

-
- Title of Item:** Discussion regarding the construction of a pedestrian bridge and boardwalk from the Town Common to River Park North
- Explanation:** City Council Members Calvin Mercer and McLean Godley would like to engage the Council in a discussion about the desirability of this bridge that would connect the north and south across the river, if significant federal and private dollars can be obtained.
- Fiscal Note:** Costs of the project will be determined following preliminary designs for the project if City Council moves forward with the request.
- Recommendation:** Hold discussion on the proposed item.

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

Attachments / click to download



City of Greenville, North Carolina

Meeting Date:
10/17/2016
Time: 6:00 PM

Title of Item: Contract amendment for the Active Transportation Master Plan (ALTA Planning + Design, Inc.)

Explanation: **Abstract:** In April 2016, City Council awarded a professional services contract for development of an Active Transportation Master Plan (bicycling, pedestrian, and greenway) to ALTA Planning + Design, Inc. City officials have requested additional services not currently identified in the contract relating to conceptual design, feasibility, and preliminary cost estimates for a pedestrian bridge over the Tar River at the Town Common. To perform this work, an additional \$25,000 is requested. 80% of this cost is Federally-reimbursable, making the City's net cost \$5,000.

Explanation: In April 2016, City Council awarded a professional services contract for development of an Active Transportation Master Plan (bicycling, pedestrian, and greenway) to ALTA Planning + Design, Inc. The goals of the master plan include: 1) Enhance connectivity, 2) Create a Positive Economic Impact, 3) Protect the Environment, 4) Promote Equity, 5) Enhance Health, 6) Increase Safety, and 7) Increase Livability.

In July 2016, the City expressed interest in conceptual design, feasibility, and preliminary cost estimates for a pedestrian bridge over the Tar River at the Town Common. These work tasks were not originally identified in the scope of the master plan. Thus, the contract needs to be amended for the identified work tasks.

The proposed work involves a team led by the master plan consultant (ALTA) to hold a three-day charrette to do on-site concept, analysis, and estimates. A charrette is a facilitated planning workshop often used by professional planners to gather information from stakeholders and the public about the project at hand. Charrettes involve a diverse set of stakeholders, decision makers, and the public in the planning process to ensure that the final plan comprehensively addresses the study area. The resulting work product will be a short report and conceptual

graphics to aid in visualizing the pedestrian bridge concept.

Attached is the proposed amendment with the additional scope of work and rate sheet for your consideration. Having the charrette over a period of three consecutive days minimizes costs related to consultant travel. The consultant is available to perform this work on November 14-16, 2016.

The general schedule for the three-day charrette is as follows:

- Day One – Site tour and analysis - Stakeholder meeting with appropriate City, State, and local staff to discuss the visions for the bridge. Initial sketch work to be performed.
- Day Two – Charrette-style discussion, sketching and photo-simulations of bridge alternatives - Stakeholders can come and go as they please. There will be a couple more formal sessions during the day to discuss early ideas and recommendations. By end of day, consultant will receive reaction to the drafts from stakeholders.
- Day Three – Present concept graphics to general public invited for half day - Closing meeting in the afternoon with stakeholder group to tweak final graphics/renderings. With the direction received, Alta staff can make tweaks and complete cost estimates and memorandum in the following weeks.

Fiscal Note:

The proposed amendment increases the cost of the Active Transportation Master Plan by \$25,000. The City will receive reimbursement of 80% (\$20,000) from NCDOT, making the City's net cost \$5,000. The funding source for the amendment is the General Fund. Funds will be allocated by a budget transfer as a separate agenda item.

Recommendation:

City Council approve the proposed amendment for \$25,000.

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

Attachments / click to download

 [Scope of work](#)

 [Draft Fees](#)

Scope of Services and Fee Estimate

Charrette and Conceptual Plan for Iconic Bike/Ped Bridge over Tar River

This work would be an addendum to the current contract between Alta Planning + Design and the City of Greenville for an MPO-wide Bicycle, Pedestrian, and Greenway Plan.

Alta will assist the City of Greenville in conducting a three-day charrette to study options for a bike/ped bridge crossing of the Tar River and connection to existing trail on the north side of the Tar River. It is anticipated that options to be considered and determined will be: degree of environmental assessment needed, basic structural needs assessment, landing points on each side of the Tar River, gateway treatments to the bridge, conceptual details of iconic structure, connection (possibly boardwalk) to existing trails on the north side of the Tar River, and cost estimates. The charrette will include participation from the consultant team, client team, and the public.

Specific tasks are outlined as follows:

Task 1 – Review Existing Conditions Data

The Alta Team will receive data from the Client and review existing conditions data, including GIS mapping data, Tar River clearance guidance, floodplain and wetland data and regulations, existing and recommended bike/ped connections to the area, and previous planning efforts for Town Common and River Park North. The Alta team will collect and review any additional information that the Client deems pertinent to discussions in preparation for the onsite charrette.

Client responsibilities: Provide all requested and available existing conditions data

Task 2 –Tour and Charrette with City Staff

Alta team staff (4) will attend and facilitate a three-day charrette with City staff in Greenville, likely in November 2016 (Alta staff are prepared to conduct the charrette at the City's convenience). This will include an initial tour to review the riverfront area and surroundings. In addition, we will facilitate a charrette with City and stakeholder staff centered on developing bike/ped bridge options for the Tar River. The charrette would be accomplished in the following order:

- Day One – Site tour and analysis; Initial sketch work
- Day Two – Charrette-style discussion, sketching and photo-simulations of bridge alternatives
- Day Three – Public invited for half day; Half day for developing final alternative graphics

We will work with the design team to generate sketches of potential bridges, cross sections, and photo-simulations of the bridge (up to 8 graphics through the life of the charrette) and connections to the north-side trails. At the conclusion of the worksession, Alta will develop a brief summary memo outlining options and recommendations, as well as next steps for further developing a preferred concept for the bridge and implementation.

Deliverable: Charrette sketches and photosims; PowerPoint show summarizing the three day session and recommendations.

Task 3 – Summary Memorandum and Strategy for Moving Forward

At the conclusion of the worksession, Alta will develop a brief summary memo outlining options and recommendations, as well as next steps for further developing a preferred concept for the bridge and implementation. The memo will include text and graphics developed at the charrette to convey the outcome and recommended path forward toward implementation of the concepts.

Deliverable: Brief memorandum outlining options for the Tar River bike/ped bridge and connection to the trails on north side of river, and strategy for moving the concepts forward in the funding and implementation process.

All products will be digital delivery.

Greenville NC Bike/Ped Bridge - Add-on	Walker Eng. Principal	Lloyd Designer	Conlon Engineer/Planner	Sherman (PB) Structural Engineer	Griffin (Woolpert) Architect	Totals
<i>2016/7 Estimated NCDOT Rate</i>	\$232.95	\$82.21	\$102.06	\$166.18	\$210.00	
1.0 Existing Conditions	0	7	11	0	0	\$1,698.13
2.0 3-Day Charrette	24	32	32	24	10	\$17,575.76
3.0 Memo	2	18	18	4	0	\$4,447.48
Totals	26	57	61	28		\$23,721.37
	\$6,056.70	\$4,685.97	\$6,225.66	\$4,653.04		\$21,621.37
	Overall	Labor Cost	\$23,721.37			
	Breakout	Expenses	\$1,276.80			
		Fee + Expenses	\$24,998.17			
Expense Estimates						
See Expenses Sheet tab						



City of Greenville, North Carolina

Meeting Date:
10/17/2016
Time: 6:00 PM

Title of Item: City of Greenville's funding commitment for the Arlington Boulevard Safety and Improvements Project and the Town Common to River Park North Greenway Connection Project

Explanation: **Abstract:** The North Carolina Department of Transportation (NCDOT) has asked the City to indicate its commitment to funding 20% of the total project cost for following two potential transportation projects within the City:

- Town Common Pedestrian Bridge
- Arlington Boulevard Safety and Improvements

These two projects rank high based on NCDOT's preliminary rankings. Prior to assigning the final round of points to a project, NCDOT is requesting a letter of commitment from local municipalities. By providing the City's commitment to fund our share of the project cost, the probability of these two projects being funded would remain high.

Explanation: There are funding regulations in current State law that require local municipalities to provide a 20% local match for greenway and/or transportation projects. The City has two projects that it is seeking funding for that require a 20% local match:

1. River Park North to Town Common Greenway Connector Project. This project would construct a greenway trail over the Tar River. Estimated total project cost is \$2,830,000 with the City of Greenville's commitment being \$566,000.
2. Arlington Boulevard Safety and Improvements Project (from Old Firetower Road to West 5th Street/NC43). This project would widen the existing cross section, construct a median along Arlington Boulevard with dedicated left and right turn lanes in selected locations, provide dedicated bicycle lanes, construct sidewalks on both sides of the roadway, realign Red Banks Road intersection to facilitate a safer north-south movement along Arlington Boulevard, and incorporate bus pull-out bays at appropriate locations. Estimated cost is \$40M

with the City of Greenville commitment being \$8M.

Currently, these projects are unfunded. A critical part of the process to obtain the 80% funding is for the City to officially recognize its financial commitment by providing evidence in the form of a resolution of commitment to provide funds for the required 20% for greenway projects or other transportation projects that require a 20% local match.

3. As an alternative to providing a letter of commitment to NCDOT for funding 20% of the costs associated with the design, property acquisition, and construction of the Arlington Safety and Improvement project, a request to perform a feasibility study only could be submitted. The feasibility study will be performed by NCDOT in conjunction with the City of Greenville. The study will analyze several roadway alternatives, present options, and make a design recommendation. The City would be responsible for 20% or approximately \$40,000 of the cost of the feasibility study. By selecting this alternative, the Arlington Boulevard project would be subject to reprioritization in a future Strategic Prioritization Office of Transportation (SPOT) process.

Fiscal Note:

The City's fiscal commitments would be \$566,000 for the greenway project and approximately \$8M for the Arlington Boulevard project. Funding of the City's commitments would come from a combination of Powell Bill and General Funds. Funds will be allocated at such time if or when the project receives funding notice and would be brought before City Council through the standard Capital Improvement Projects budgeting process.

Recommendation:

City Council approve the attached resolution committing to the City's share of funding of the Town Common to River Park North Greenway and Arlington Boulevard Projects.

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

Attachments / [click to download](#)

[City Council Resolution commit to 20 greenway Arlington Blvd 1038220](#)

RESOLUTION NO. _____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
EXPRESSING ITS COMMITMENT TO PROVIDE 20% FUNDING MATCH FOR TWO
TRANSPORTATION PROJECTS (ARLINGTON BOULEVARD SAFETY AND
IMPROVEMENTS AND TOWN COMMON TO RIVER PARK NORTH GREENWAY)

WHEREAS, the City of Greenville has an interest in the safe and efficient movement of people and goods; and

WHEREAS, the City is currently seeking funding for both a greenway trail to connect the Town Common to River Park North and the Arlington Boulevard Safety and Improvements Project from Old Firetower Road to W. 5th St / NC43; and

WHEREAS, funding for these projects is contingent upon the City agreeing in advance to their local match of 20%; and

WHEREAS, if selected for funding, the City of Greenville would expect the State to provide 80% of the eligible federal funding for the following projects:

- a) Town Common to River Park North greenway trail connector. (SPOT ID B150863)
- b) Arlington Boulevard Safety and Improvements Project - This project would widen the existing cross section; construct a median along Arlington Boulevard with dedicated left and right turn lanes in selected locations; provide dedicated bicycle lanes; construct sidewalks on both sides of the roadway; re-align Red Banks Road intersection to facilitate a safer north-south movement along Arlington Boulevard; and incorporate bus pull-out bays at appropriate locations. (SPOT ID H150335)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does commit to a 20% non-federal funding match for the above-listed projects. The local contribution/match will be available concurrent with project authorization and in accordance with Federal Highway Administration requirements. The City is aware that any funded projects will also be subject to additional requirements included in the municipal reimbursement agreement.

Adopted this 17th day of October, 2016.

Allen M. Thomas, Mayor

Attest:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date:
10/17/2016
Time: 6:00 PM

Title of Item: Discussion of modification to the Uptown Greenville contract

Explanation: **Abstract:** Council Member PJ Connelly requested an item be added to the October City Council agenda to discuss modification of the Uptown Greenville contract.

Explanation: As a result of discussion and direction at the September 8, 2016, City Council meeting, City staff and Uptown Greenville staff have been discussing the expansion of the City's current contract with Uptown Greenville. Both entities will be ready to bring forward the results of these contract negotiations at the November 10, 2016, City Council meeting.

Fiscal Note: To be determined based upon Council action.

Recommendation: Discuss modifications to the Uptown Greenville contract as requested by Council Member Connelly.

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

Attachments / [click to download](#)
