



Agenda

Greenville City Council

January 14, 2021

6:00 PM

**This meeting will be virtual and conducted via Zoom. See the City's website
(www.greenvillenc.gov) for details.**

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

- I. Call Meeting To Order**
- II. Invocation - Council Member Smiley**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. 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.

- VII. Appointments**

1. Appointments to Boards and Commissions

VIII. New Business

Public Hearings

2. Ordinance to annex Happy Trail Farms, LLC property involving 0.227 acres located along the western right-of-way of the Southwest Bypass and 300+/- feet south of Stantonsburg Road
3. Ordinance requested by P. B. Builders, LLC to rezone 15.072 acres located on the eastern side of Dickinson Avenue south of the intersection of Dickinson Avenue and Spring Forest Road from RA20 (Residential-Agricultural) to R6 (Residential [High Density])
4. Ordinance requested by the Planning and Development Services Department to amend Title 9, Chapter 4 of the City Code to make six (6) amendments to the zoning ordinance, specifically 1) add "10 (II) Grocery Store" to the table of uses as a permitted use in the following zones: CN, CD, CDF, CG, CH, MCG, MCH; 2) reduce the separation distance of accessory structures between residential structures and other accessory structures from 10 feet to 5 feet; 3) clarify setback requirement for residential pools by adding "No pool structure, including associated decks and concrete aprons, shall be located nearer than 5' from a side and/or rear property line."; 4) add "12(e) Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outside storage" as a permitted use in the following zones: IU, I, PIU and PI; 5) reduce the standard for illuminated signs from switching every 60 minutes to switching every 60 seconds; and 6) add "12(d) Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outside storage" as a special use in the CH (Heavy Commercial) zoning district
5. Ordinance requested by Maurice and Drucilla York to designate the J. B. Cherry & Company -- Frank Wilson Office Building, located at 106 East 4th Street and further identified as Pitt County Parcel Number 25337, as a Local Historic Landmark
6. Resolution to Amend an Economic Development Agreement with Grover Gaming, Inc.

Other Items of Business

7. Approval of Right of Way Agreement and Memorandum of Understanding with Metro Fibernet, LLC

IX. City Manager's Report

X. Comments from Mayor and City Council

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 01/14/2021

Title of Item: Appointments to Boards and Commissions

Explanation: City Council appointments need to be made to the Board of Adjustment, Environmental Advisory Commission (Engineer Seat), Historic Preservation Commission, Human Relations Council, Pitt-Greenville Convention and Visitors Authority (City member; resident not involved in tourist or convention-related business), Police Community Relations Committee, and Youth Council.

The City Council updated the Boards and Commission Policy on October 9, 2017 to include a provision for extended vacancies:

Nominations for Extended Vacancies

"In the event there is a vacancy on a City board or commissions which has been on the City Council agenda for appointment by City Council for more than three (3) calendar months in which a regular City Council meeting has been held, then any Council Member may make a nomination to fill the vacancy without regard to any other provision relating to who has the authority to make the nomination. If there is more than one nomination, the appointment shall be conducted in accordance with the procedure for nomination and elections in Robert's Rules of Order."

Under this provision, the following seats are open to nominations from the City Council:

- Maurice Whitehurst
- Human Relations Council 7 seats on the Youth Council

Fiscal Note: No direct fiscal impact

Recommendation: Make appointments to the Board of Adjustment, Environmental Advisory Commission (Engineer Seat), Historic Preservation Commission, Human Relations Council, Pitt-Greenville Convention and Visitors Authority (City member; resident not involved in tourist or convention-related business), Police Community Relations Committee, and Youth Council

ATTACHMENTS

 **Appointments to Boards and Commissions January 2021.pdf**

Appointments to Boards and Commissions

January 2021

Board of Adjustment

Council Liaison: Council Member Brian Meyerhoeffer

Name	District #	Current Term	Reappointment Status	Expiration Date
Dillon Godley <i>(Mayor P.J. Connelly)</i>		First term	Resigned	June 2021

Environmental Advisory Commission

Council Liaison: Council Member Brian Meyerhoeffer

Name	District #	Current Term	Reappointment Status	Expiration Date
Derrick Smith	4	Filling unexpired term	Resigned	April 2021

Historic Preservation Commission

Council Liaison: Council Member Monica Daniels

Name	Current Term	Reappointment Status	Expiration Date
Justin Edwards	First Term	Eligible	January 2021
Andrew Morehead	Filling unexpired term	Eligible	January 2021
Robert Wright	Filling unexpired term	Eligible	January 2021

Human Relations Council

Council Liaison: Mayor Pro-Tem Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Maurice Whitehurst	2	Second term	Did not meet	Oct. 2015

(Pitt Community College)

attendance
Requirement

Pitt-Greenville Convention and Visitors Authority

Council Liaison: Council Member Brian Meyerhoeffer

Name	District #	Current Term	Reappointment Status	Expiration Date
Dede Carney	5	Second term	Ineligible	July 2020

Police Community Relations Committee

Council Liaison: Council Member Will Bell

Name	District #	Current Term	Reappointment Status	Expiration Date
Gregory Barrett	1	Second term	Ineligible	January 2021

Youth Council

Council Liaison: Mayor Pro-Tem Rose Glover

Current Name	Reappointment Term	Expiration Status	Date
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7 spots open

Seats that are open to nominations from the City Council are highlighted.

Applicants for Board of Adjustment

Jonathan Ganzert
302 South Summit Street
Greenville, NC 27858
District #: 3

Application Date: 2/19/2019

Home Phone: (704) 550-6031
Email: ganzert@gmail.com

Applicants for Environmental Advisory Committee

None.

Applicants for Historic Preservation Commission

None.

Applicants for Human Relations Council

None.

Applicants for Police Community Relations Committee

None.

Applicants for
Pitt-Greenville Convention and Visitors Authority

None.

Applicants for Youth Council

None.



City of Greenville, North Carolina

Meeting Date: 01/14/2021

Title of Item: Ordinance to annex Happy Trail Farms, LLC property involving 0.227 acres located along the western right-of-way of the Southwest Bypass and 300+/- feet south of Stantonsburg Road

Explanation:

A. SCHEDULE

1. Advertising date: January 4, 2021
2. City Council public hearing date: January 14, 2021
3. Effective date: TBD

B. CHARACTERISTICS

1. Relation to primary city limits: Non-contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 0.227
4. Voting District: 1
5. Township: Arthur
6. Zoning: I (Industrial)
7. Existing land use: Vacant
8. Anticipated land use: One (1) billboard
9. Population estimate

	Formula	Number of people
Total current:	n/a	n/a
Estimated at full development	n/a	n/a
Current minority	n/a	n/a
Estimated minority at full development	n/a	n/a
Current white	n/a	n/a
Estimated white at full development	n/a	n/a

10. Rural fire tax district: Red Oak
11. Greenville fire district: Station 2 (4.0 miles)
12. Present tax value: \$1,375
13. Estimated tax value: \$30,000

Fiscal Note: The total estimated tax value at full development is \$30,000.

Recommendation: Approve the attached ordinance to annex the Happy Trail Farms, LLC property

ATTACHMENTS

 [Ordinance_-_HTF_annex.pdf](#)

 [HTF Survey.pdf](#)

ORDINANCE NO. 21-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 160A-58.1, as amended, to annex the area described herein; and

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held electronically at 6:00 p.m. on the 14th day of January, 2021, after due notice by publication in The Daily Reflector on the 4th day of January, 2021; and

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

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

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

TO WIT: Being all of that certain property as shown on the annexation map entitled "Happy Trail Farms, LLC", involving 0.227 acres as prepared by Baldwin Design Consultants.

LOCATION: Situate in Arthur Township, Pitt County, North Carolina, located along the western right-of-way of the Southwest Bypass and 300+/- feet south of Stantonsburg Road.

GENERAL DESCRIPTION:

Beginning at a point on the western right-of-way of NC Hwy 11 By-Pass, said point being located S 32°39'50" W 203.81' and S 38°22'00" W 236.63' as measured along the western right-of-way of NC Hwy 11 By-Pass from a Right-of-Way Monument located where the western right-of-way of NC Hwy 11 By-Pass intersects the southern right-of-way of NCSR 1200 (Stantonsburg Road). From the above described beginning, so located, running thence as follows:

With the western right-of-way of NC Hwy 11 By-Pass, S 38°22'00" W 60.00', thence leaving the western right-of-way of NC Hwy 11 By-Pass, N 51°38'02" W 165.00', thence N 38°22'00" E 60.00', thence S 51°38'02" E 165.00' to the point of beginning containing 0.227 acre and being a portion of the property recorded in Deed Book 3005, Page 769 of the Pitt County Register of Deeds.

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

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Greenville and shall be entitled to the same privileges and.

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

Section 5. This annexation shall take effect from and after the ____ day of January, 2021.

ADOPTED this ____ day of January, 2021.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

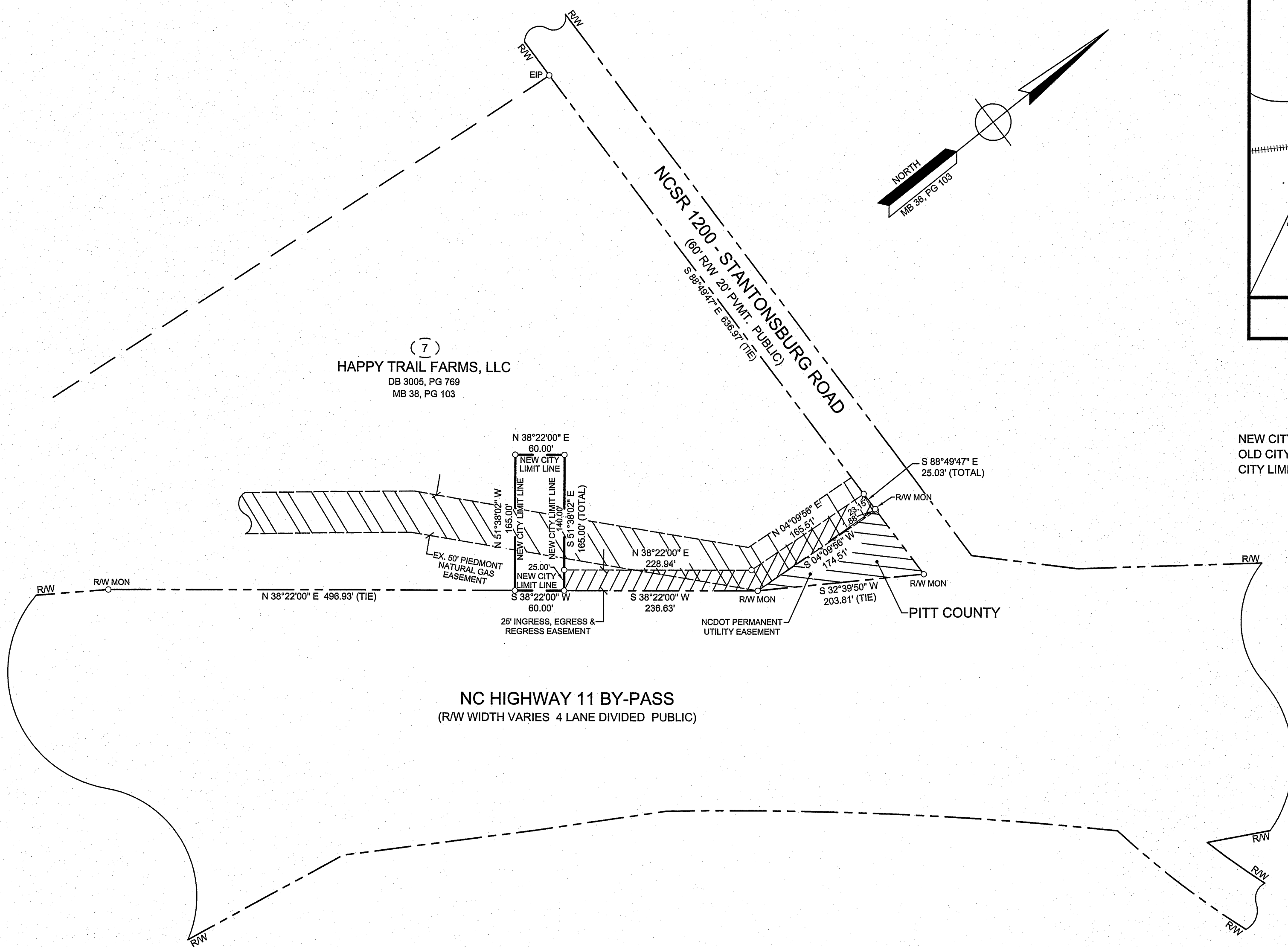
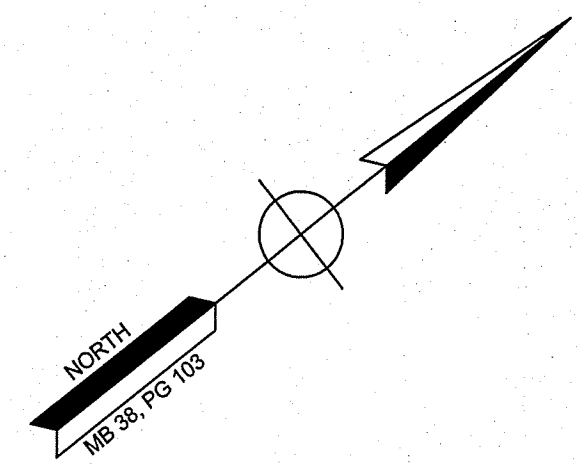
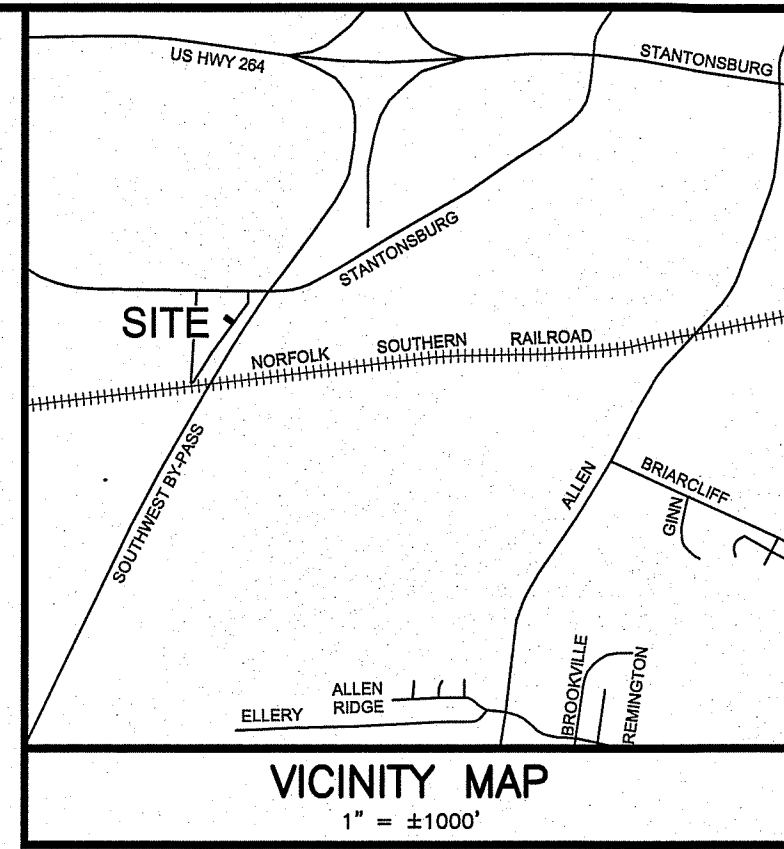
I, Camillia P. Smith, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing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

WITNESS my hand and official seal this ____th day of ____, 2021.

Notary Public

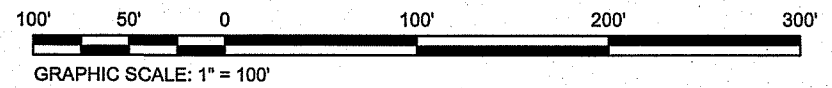
My Commission Expires: _____

1140144



LEGEND
 NEW CITY LIMIT LINE = _____
 OLD CITY LIMIT LINE = _____
 CITY LIMIT LINE = _____

LEGEND
 EIP = EXISTING IRON PIPE
 RW = RIGHT-OF-WAY
 RW MON = RIGHT-OF-WAY MONUMENT
 AC = ACRE



A PORTION OF PARCEL #48572
 TAX MAP #4667-26-0255 SHEET 1 OF 1

ANNEXATION MAP FOR
HAPPY TRAIL FARMS, LLC
 REFERENCE: BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 3005, PAGE 769 OF THE PITT COUNTY REGISTER OF DEEDS
 ARTHUR TOWNSHIP, PITT COUNTY, N.C.

- NOTES**
1. THIS IS A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.
 2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 3. REFERENCE: DEED BOOK 3005, PAGE 769 OF THE PITT COUNTY REGISTER OF DEEDS.

BOUNDARY CLOSURE CHECK
 CHECKED: JGG DATE: 11/30/2020

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

MAP NO.	PLATS RECORDED	MAP BOOK	PAGE
	GORDON T. LEE and wife, EDITH N. LEE HEIRS	38	103

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C
 (EFFECTIVE DATE _____ ORDINANCE # _____ AREA 0.227 AC.)
 _____ ARTHUR _____ TOWNSHIP, PITT COUNTY, N.C.

CERTIFICATION

I, MICHAEL W. BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK SEE PAGE REFERENCE ETC.) (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK N/A, PAGE N/A, THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED.
 WITNESS MY HAND AND SEAL THIS 30th DAY OF NOVEMBER, 2020.

SIGNED _____
 REGISTRATION NO. L-3082

Y:\DRAWINGS\19-048 RILEY OUTDOOR, INC\ANNEXATION.dwg Tue, Dec 01, 2020 11:27am JGETSINGER FB 548, PG 66

Baldwin Design Consultants, PA
 LICENSE# C-3498
 ENGINEERING - LAND PLANNING - SURVEYING
 1700-D EAST ARLINGTON BOULEVARD
 GREENVILLE, NC 27858 252.756.1390

SURVEYED: BW APPROVED: MWB
 DRAWN: JGG DATE: 11/30/2020
 CHECKED: MWB SCALE: 1" = 100'



City of Greenville, North Carolina

Meeting Date: 01/14/2021

Title of Item: Ordinance requested by P. B. Builders, LLC to rezone 15.072 acres located on the eastern side of Dickinson Avenue south of the intersection of Dickinson Avenue and Spring Forest Road from RA20 (Residential-Agricultural) to R6 (Residential [High Density])

Explanation: **Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on December 1, 2020.

On-site sign(s) posted on December 1, 2020.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on December 29, 2020.

Public hearing legal advertisement published on January 4, 2021 and January 11, 2021.

Comprehensive Plan:

The Future Land Use and Character Map shows commercial (C) at the intersection of Dickinson Avenue and Spring Creek Road, transitioning to high density residential (HDR). Potential conservation and open space (PCOS) is shown along Green Mill Run.

Commercial

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 streets 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 developments for pedestrian and vehicular safety
- Reduce and consolidate surface parking

Primary uses:
Commercial (small and large format)
Office

Secondary uses:
Institutional/Civic

High Density Residential

Residential areas composed primarily of multifamily housing in various forms. Defined by existing development patterns where building size and style tend to be consistent within a development, with large blocks and limited connectivity between different building types and uses. Future development should take a more traditional neighborhood pattern where different residential types are connected in a walkable pattern. High density residential is typically appropriate near activity centers and corridors.

Intent:

- Provide better vehicular and pedestrian connectivity between developments
- Improve architectural variety and site design for new developments
- Improve streetscape features such as consistent sidewalks, lighting and street trees

Primary uses:
Multifamily residential
Two-family residential
Attached residential (townhomes)

Secondary uses:
Office
Single-family detached residential (small lot)
Institutional/Civic (neighborhood scale)

Thoroughfare/Traffic Report Summary (Engineering Department):

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 1,197 trips to and from the site on Dickinson Avenue, which is a net increase of 910 additional trips per day.

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

History/Background:

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

Existing Land Uses:

One (1) Single-family residence

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

The property is located in the Greens Mill Run watershed. If stormwater rules apply, it would require 25-year detention, nitrogen and phosphorus reduction.

A portion of the property is located in the Special Flood Hazard Area and the Floodway. A Floodplain Development Permit and Erosion Control Plan will be required for impacts in the floodplain. Jurisdictional wetlands may exist on the property. A jurisdictional stream and riparian buffer exist on the far east of the property.

The Greens Mill Run Watershed Master Plan identifies several floodplain benching and leveling projects immediately downstream of the property.

Surrounding Land Uses and Zoning:

North: OR - Cross Creek Townhomes
South: RA20 - Vacant
East: OR - Meridian Park Apartments
West: CH - Affordable Suites of America

Density Estimates:

Under the current zoning, the site could accommodate 30 single-family residences.

Under the proposed zoning, the site could accommodate 168-180 multi-family units (1, 2 and 3 bedrooms).

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

Fiscal Note:

No cost to the City.

Recommendation:

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

"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 December 17, 2020 meeting.

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

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

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

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

ATTACHMENTS

-  [PB Builders LLC Ordinance.pdf](#)
-  [PB Builders Minutes.pdf](#)
-  [PB Builders LLC Attachments.pdf](#)

LOCATION: Located on the eastern side of Dickinson Avenue south of the intersection of the same and Spring Forest Road.

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

Beginning at a point on the eastern right-of-way of Dickinson Avenue Extension, said point being the northwestern corner of the Longfor, LLC Property as described in Deed Book 3596, Page 316 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

With the eastern right-of-way of Dickinson Avenue Extension, N 47°30'00" E 194.48', thence leaving the eastern right-of-way of Dickinson Avenue Extension, S 42°30'00" E 293.25', thence N 47°30'00" E 210.95', thence S 41°43'42" E 1,722.51', thence S 35°47'39" W 124.76', thence N 20°46'59" W 100.18', thence N 13°47'56" W 100.26', thence N 67°09'30" W 145.98', thence N 62°38'35" W 180.44', thence N 80°42'56" W 93.04', thence N 75°11'24" W 138.89', thence N 76°31'46" W 183.17', thence N 62°38'35" W 106.67', thence N 50°11'48" W 150.74', thence N 53°57'14" W 61.87', thence N 44°46'22" W 80.42', thence N 34°26'07" W 59.51', thence N 50°06'48" W 144.76', thence N 77°32'02" W 81.62', thence N 23°06'44" W 153.24', thence N 10°23'30" W 97.29', thence N 63°08'41" W 115.63', thence N 38°21'07" W 81.48', thence N 46°32'59" E 34.23', thence N 26°06'29" W 145.18' to the point of beginning.

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

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

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

ADOPTED this ___ day of January, 2021.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1140291

Excerpt from the draft Planning & Zoning Commission Minutes (12/15/2020)

REQUEST BY P. B. BUILDERS, LLC TO REZONE 15.072 ACRES LOCATED AT THE EASTERN SIDE OF DICKINSON AVENUE SOUTH OF THE INTERSECTION OF THE SAME AND SPRING FOREST ROAD FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO R6 (RESIDENTIAL [HIGH DENSITY]) - APPROVED

Brad Sceviour delineated the property. The property is located in the southwest quadrant of the city. The property is 15.072 acres total. The land currently has a single-family residence and the back portion of the property is currently vacant. The property is located in the Greens Mill Run watershed. If stormwater rules apply, it would require 25- year detention, nitrogen and phosphorus reduction. A portion of the property is located in the Special Flood Hazard Area and the Floodway. A Floodplain Development Permit and Erosion Control Plan will be required for impacts in the floodplain. Jurisdictional wetlands may exist on the property. A jurisdictional stream and riparian buffer exist on the far east of the property. There is an anticipated net increase of 910 additional vehicle trips per day. The current zoning of RA20 would allow for 30 single-family lots. The proposed change of R6 could accommodate to 180 multi-family units. The Future Land Use and Character Map shows commercial (C) at the intersection of Dickinson Avenue and Spring Creek Road, transitioning to high density residential (HDR). In Staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Therefore, staff recommends approval.

Mike Baldwin spoke in favor on behalf of the applicant.

The item was recessed until the December 17, 2020 meeting of the Planning & Zoning Commission.

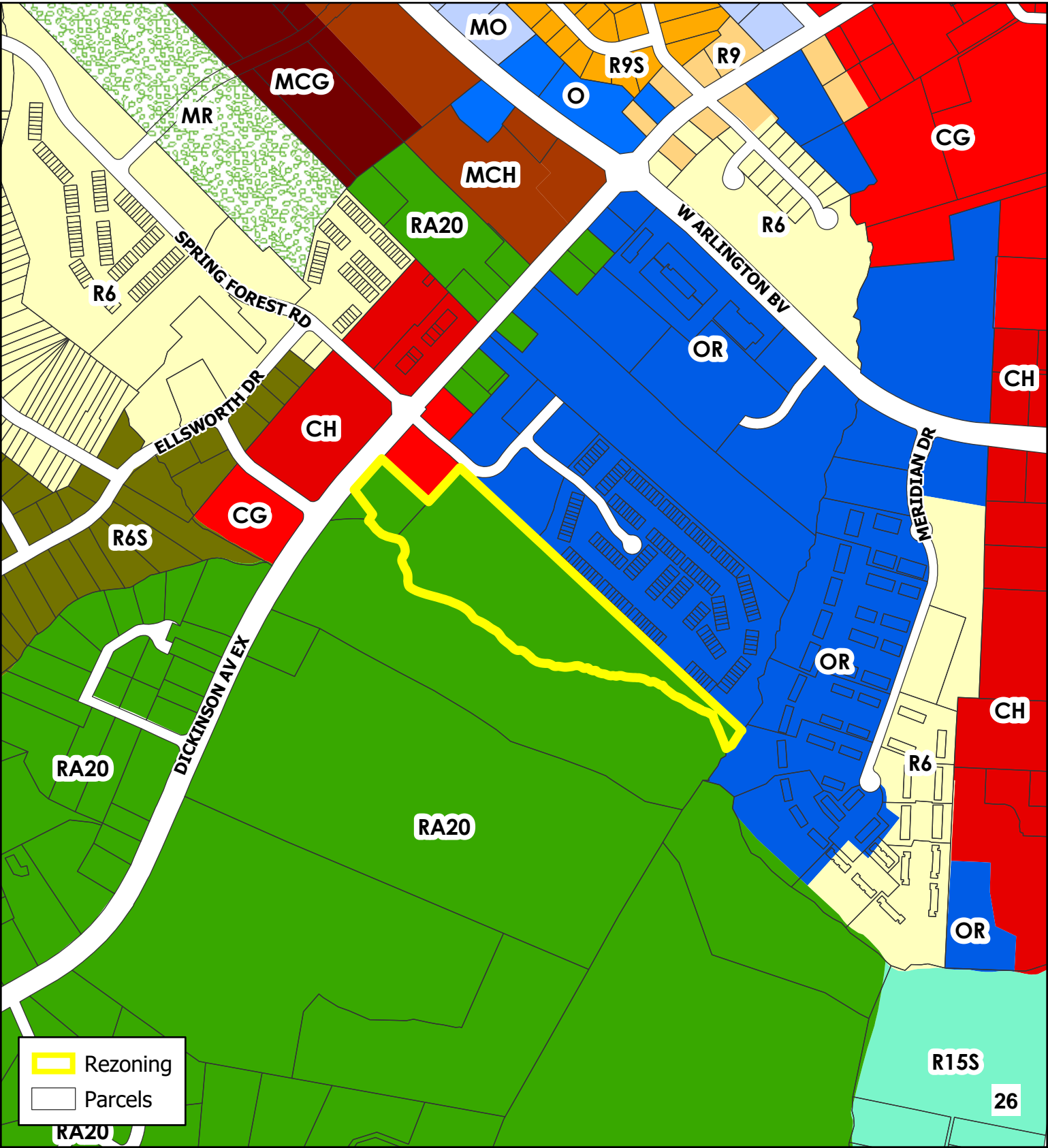
Excerpt from the draft Planning & Zoning Commission Minutes (12/17/2020)

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

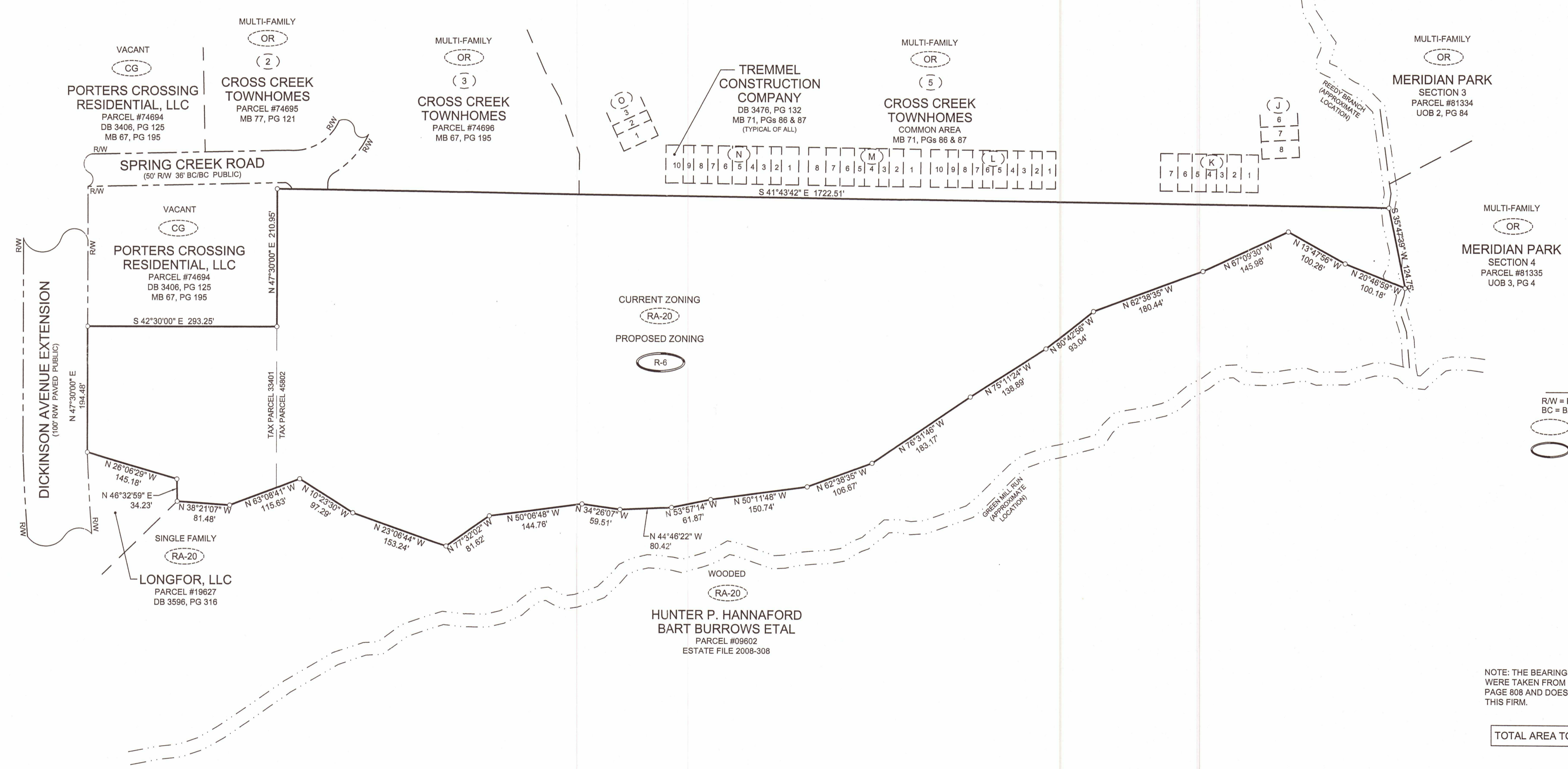
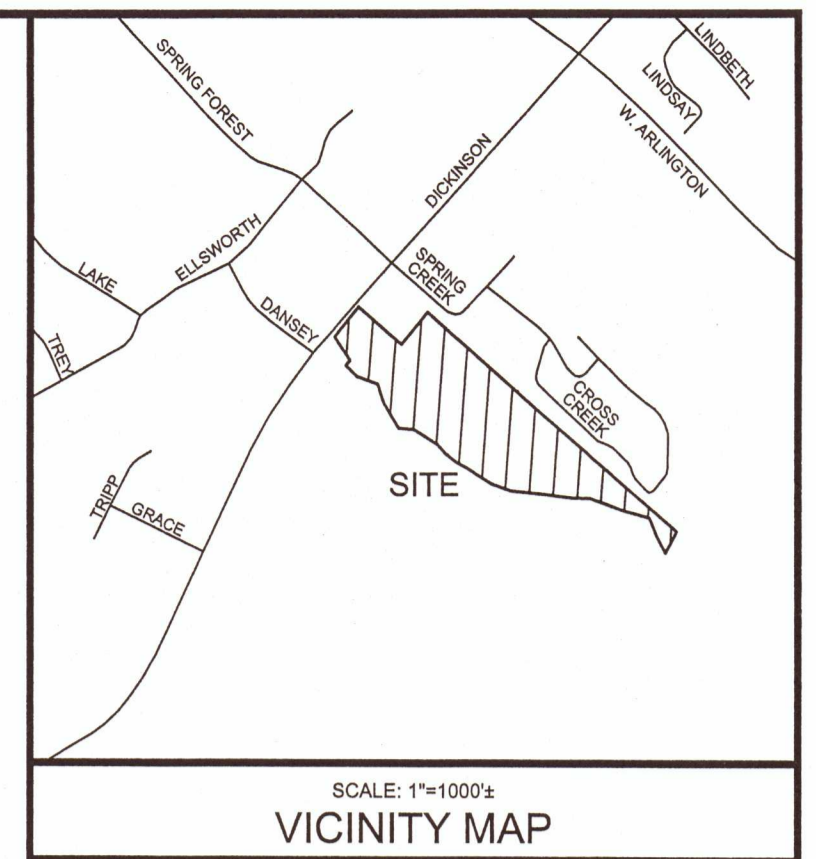
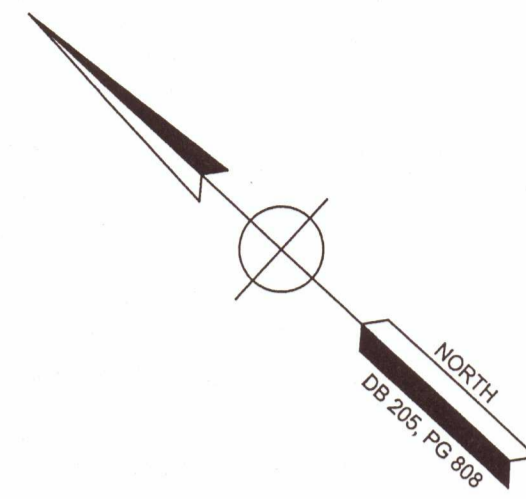
P. B. Builders, LLC
From: RA-20
To: R-6
Acres: 15.072
December 1st, 2020



0 0.04 0.07 0.15 Miles



Rezoning
Parcels



VACANT
CH
LAKE PLACID
DEVELOPMENT CO
OF GREENVILLE
PARCEL #58806
DB M-46, PG 380
MB 26, PG 90

VACANT
CG
PORTERS CROSSING
RESIDENTIAL, LLC
PARCEL #74694
DB 3406, PG 125
MB 67, PG 195

MULTI-FAMILY
OR
(2)
CROSS CREEK
TOWNHOMES
PARCEL #74695
MB 77, PG 121

MULTI-FAMILY
OR
(3)
CROSS CREEK
TOWNHOMES
PARCEL #74696
MB 67, PG 195

TREMEL
CONSTRUCTION
COMPANY
DB 3476, PG 132
MB 71, PGs 86 & 87
(TYPICAL OF ALL)

MULTI-FAMILY
OR
(5)
CROSS CREEK
TOWNHOMES
COMMON AREA
MB 71, PGs 86 & 87

MULTI-FAMILY
OR
MERIDIAN PARK
SECTION 3
PARCEL #81334
UOB 2, PG 84

MULTI-FAMILY
OR
MERIDIAN PARK
SECTION 4
PARCEL #81335
UOB 3, PG 4

VACANT
CG
PORTERS CROSSING
RESIDENTIAL, LLC
PARCEL #74694
DB 3406, PG 125
MB 67, PG 195

SINGLE FAMILY
RA-20
LONGFOR, LLC
PARCEL #19627
DB 3596, PG 316

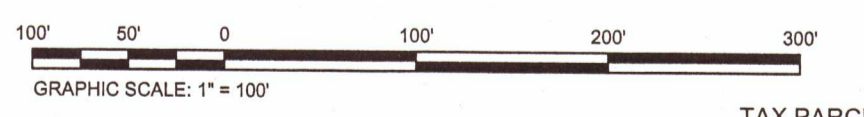
CURRENT ZONING
RA-20
PROPOSED ZONING
R-6

HUNTER P. HANNAFORD
BART BURROWS ETAL
PARCEL #09602
ESTATE FILE 2008-308

LEGEND
RW = RIGHT-OF-WAY
BC = BACK OF CURB
= EXISTING ZONING
= PROPOSED ZONING

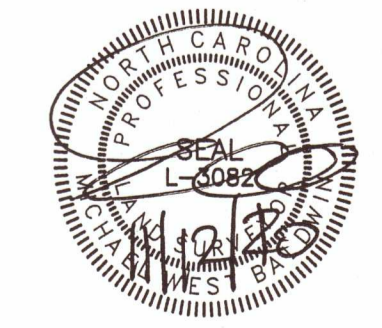
NOTE: THE BEARINGS AND DISTANCES SHOWN ON THIS MAP WERE TAKEN FROM INFORMATION FOUND IN DEED BOOK 205, PAGE 808 AND DOES NOT REPRESENT AN ACTUAL SURVEY BY THIS FIRM.

TOTAL AREA TO BE REZONED: 15.072 ACRES



GENERAL NOTES

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. REFERENCE: DEED BOOK O-45, PAGE 421 & DEED BOOK 205, PAGE 808 OF THE PITT COUNTY REGISTER OF DEEDS.



SHEET 1 OF 1
REZONING MAP

TAX PARCEL #33401
TAX MAP #4677-33-6777
TAX PARCEL #45602
TAX MAP #4677-43-3306

P.B. BUILDERS, LLC

REFERENCE: DEED BOOK O-45, PAGE 421 & DEED BOOK 205, PAGE 808 OF THE PITT COUNTY REGISTER OF DEEDS AND ESTATE FILE 2018-787 OF THE PITT COUNTY CLERK OF COURT'S OFFICE

GREENVILLE TOWNSHIP, PITT COUNTY, N.C.

OWNER: LINDSEY KITTRELL INGALLS, ETAL

ADDRESS: 115 MARTINSBOROUGH ROAD
GREENVILLE, NC 27858

PHONE: 252-353-4726

Baldwin Design Consultants, PA
ENGINEERING - SURVEYING - PLANNING
1700-D EAST ARLINGTON BOULEVARD
GREENVILLE, NC 27658 252.756.1390

LICENSE # C-3498

SURVEYED: N/A	APPROVED: MWB
DRAWN: JGG	DATE: 11/11/2020
CHECKED: MWB	SCALE: 1" = 100'

CLOSURE CHECK BOUNDARY

CHECKED: JGG DATE: 11/11/2020

Y:\DRAWINGS\20-115 - PB BUILDERS - DICKINSON AVE EXT REZONING.dwg Thu, Nov 12, 2020 9:26am JGETSINGER

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 20-13

Applicant: P.B. Builders, LLC

Property Information

Current Zoning: RA20 (Residential-Agricultural)

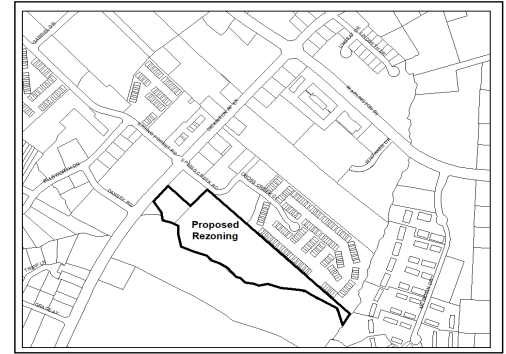
Proposed Zoning: R6 (Residential [High Density])

Current Acreage: 15.072 acres

Location: Dickinson Ave, southwest of Arlington Blvd

Points of Access: Dickinson Ave

Location Map



Transportation Background Information

1.) Dickinson Ave- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	4-lanes - curb & gutter	4-lanes with raised median
Right of way width (ft)	80	100
Speed Limit (mph)	45	
Current ADT:	16,125 (*)	
Design ADT:	14,900 vehicles/day (**)	39,700 vehicles/day (**)
Controlled Access	No	
Thoroughfare Plan Status	Major Thoroughfare	

Other Information: There are no sidewalks along Dickinson Ave that service this property.

Notes: (*) 2018 NCDOT count adjusted for a 2% annual growth rate
 (**) Traffic volume based on operating Level of Service D for existing geometric conditions
 ADT – Average Daily Traffic volume

Transportation Improvement Program Status:

Trips generated by proposed use/change

Current Zoning: 287 -vehicle trips/day (*) **Proposed Zoning: 1,197** -vehicle trips/day (*)

Estimated Net Change: increase of 910 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 Dickinson Ave are as follows:

1.) Dickinson Ave , North of Site (60%): “No build” ADT of 16,125

Estimated ADT with Proposed Zoning (full build) – 16,843
 Estimated ADT with Current Zoning (full build) – 16,297
Net ADT change = 546 (3% increase)

2.) Dickinson Ave , South of Site (40%): “No build” ADT of 16,125

Estimated ADT with Proposed Zoning (full build) – 16,604

Estimated ADT with Current Zoning (full build) – 16,240

Net ADT change = 364 (2% increase)

Staff Findings/Recommendations

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 1197 trips to and from the site on Dickinson Ave, which is a net increase of 910 additional trips per day.

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

RA20 (RESIDENTIAL-AGRICULTURAL) - PERMITTED USES	
(1) General	
a.	Accessory use or building
c.	On-premise signs per Article N
(2) Residential	
a.	Single-family dwelling
b(1).	Master Plan Community per Article J
f.	Residential cluster development per Article M
k.	Family care homes (see also 9-4-103)
q.	Room renting
(3) Home Occupations - None	
(4) Governmental	
b.	City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
c.	Wayside market for farm products produced on-site
e.	Kennel (see also section 9-4-103)
f.	Stable; horse only (see also section 9-4-103)
g.	Stable; per definition (see also section 9-4-103)
h.	Animal boarding not otherwise listed; outside facility, as an accessory or principal use
i.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
g.	Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None	
(8) Services	
o.	Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
c.	Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
RA20 (RESIDENTIAL-AGRICULTURAL) - SPECIAL USES	
(1) General - None	

(2) Residential	
	b. Two-family attached dwelling (duplex)
	g. Mobile home (see also section 9-4-103)
	n. Retirement center or home
	o. Nursing, convalescent or maternity home; major care facility
	o(1). Nursing, convalescent or maternity home; minor care facility
(3) Home Occupations	
	a. Home occupation; not otherwise listed
	b. Home occupation; barber and beauty shop
	c. Home occupation; manicure, pedicure or facial salon
(4) Governmental	
	a. Public utility building or use
(5) Agricultural/Mining	
	b. Greenhouse or plant nursery; including accessory sales
	m. Beekeeping; major use
	n. Solar energy facility
(6) Recreational/Entertainment	
	a. Golf course; 18-hole regulation length (see also section 9-4-103)
	a(1). Golf course; 9-hole regulation length (see also section 9-4-103)
	c(1). Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None	
(8) Services	
	a. Child day care facilities
	b. Adult day care facilities
	d. Cemetery
	g. School; junior and senior high (see also section 9-4-103)
	h. School; elementary (see also section 9-4-103)
	i. School; nursery and kindergarten (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
Proposed Zoning	
R6 (RESIDENTIAL) - PERMITTED USES	
(1) General	
	a. Accessory use or building

	c.	On-premise signs per Article N
(2) Residential		
	a.	Single-family dwelling
	b.	Two-family attached dwelling (duplex)
	b(1).	Master Plan Community per Article J
	c.	Multi-family development per Article I
	f.	Residential cluster development per Article M
	k.	Family care homes (see also 9-4-103)
	q.	Room renting
(3) Home Occupations - None		
(4) Governmental		
	b.	City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining		
	a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
	l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment		
	f.	Public park or recreational facility
	g.	Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None		
(8) Services		
	o.	Church or place of worship (see also section 9-4-103)
(9) Repair - None		
(10) Retail Trade - None		
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None		
(12) Construction		
	c.	Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None		
(14) Manufacturing/Warehousing - None		
(15) Other Activities (not otherwise listed - all categories) - None		
R6 (RESIDENTIAL) - SPECIAL USES		
(1) General - None		
(2) Residential		
	d.	Land use intensity multi-family (LUI) development rating 50 per Article K
	e.	Land use intensity multi-family (LUI) development rating 67 per Article K
	l.	Group care facility

	n.	Retirement center or home
	o(1).	Nursing, convalescent or maternity home; minor care facility
	p.	Board or rooming house
	r.	Fraternity or sorority house
(3) Home Occupations		
	a.	Home occupation; not otherwise listed
	b.	Home occupation; barber and beauty shop
	c.	Home occupation; manicure, pedicure or facial salon
(4) Governmental		
	a.	Public utility building or use
(5) Agricultural/Mining - None		
(6) Recreational/Entertainment		
	a.	Golf course; 18-hole regulation length (see also section 9-4-103)
	a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
	c(1).	Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None		
(8) Services		
	a.	Child day care facilities
	b.	Adult day care facilities
	d.	Cemetery
	g.	School; junior and senior high (see also section 9-4-103)
	h.	School; elementary (see also section 9-4-103)
	i.	School; nursery and kindergarten (see also section 9-4-103)
	m.	Multi-purpose center
	t.	Guest house for a college or other institution of higher learning
(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		

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

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

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

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

Street trees may count toward the minimum acreage.

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

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

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

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

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

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

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

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

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

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

RESIDENTIAL DENSITY CHART

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

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

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



City of Greenville, North Carolina

Meeting Date: 01/14/2021

Title of Item:

Ordinance requested by the Planning and Development Services Department to amend Title 9, Chapter 4 of the City Code to make six (6) amendments to the zoning ordinance, specifically 1) add "10 (II) Grocery Store" to the table of uses as a permitted use in the following zones: CN, CD, CDF, CG, CH, MCG, MCH; 2) reduce the separation distance of accessory structures between residential structures and other accessory structures from 10 feet to 5 feet; 3) clarify setback requirement for residential pools by adding "No pool structure, including associated decks and concrete aprons, shall be located nearer than 5' from a side and/or rear property line."; 4) add "12(e) Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outside storage" as a permitted use in the following zones: IU, I, PIU and PI; 5) reduce the standard for illuminated signs from switching every 60 minutes to switching every 60 seconds; and 6) add "12(d) Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outside storage" as a special use in the CH (Heavy Commercial) zoning district

Explanation:

Over time, certain changes to the zoning ordinance have become necessary as matters of housekeeping either due to changes in policy or to correct oversights from past amendments. This amendment contains six (6) items.

Purpose:

Item 1: Add "10 (II) Grocery Store" to the table of uses as a permitted use "P" in the following zones: CN, CD, CDF, CG, CH, MCG, MCH. This use was inadvertently deleted by the publisher when the ordinance was previously amended.

Item 2: Simplify our residential accessory structure separation regulations. Fire code requires structures to be separated by 5 feet and this amendment will have the zoning ordinance match fire code. Current code requires 10 feet.

SEC. 9-4100 RESIDENTIAL ACCESSORY STRUCTURE AND BUILDING STANDARDS; EXCEPT AS OTHERWISE REGULATED UNDER ARTICLES H, I, J, K AND M.

(A)(c) *Building separation.*

1. ~~Detached accessory structures which are constructed with a one-hour fire rated assembly as required by the North Carolina State Building Code, as~~

~~amended, shall not be located less than five feet from any principal structure. It shall be the responsibility of the property owner to demonstrate compliance with this section.~~

- ~~2. Detached accessory structures not qualified under subsection (A)(2)(e)1. Above shall not be located less than ten feet from any principal structure.~~
- ~~3. No detached accessory structure shall be located less than five feet from any other detached accessory structure located on the same lot.~~

1. No detached accessory structure shall be located less than five feet from any other structure located on the same.

Item 3: Clarify setback rules for residential swimming pools and associated decks and concrete aprons.

(E)(1) *Outdoor swimming pools.* An outdoor swimming pool, including an in-ground, above-ground or on-ground pool structure intended for recreational bathing that contains water over two feet in depth or which exceeds 40 square feet in water surface area shall be surrounded by a four-foot or higher barrier consisting of a fence, wall or building wall or combination thereof which obstructs access to the swimming pool, in accordance with the North Carolina State Building Code. No pool structure, including associated decks and concrete aprons, shall be located nearer than 5' from a side and/or rear property line.

Item 4: Add "12(e) Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outside storage" as a permitted use "P" in the following zones: IU, I, PIU and PI. Building supply with outdoor storage is already allowed in these same districts.

Item 5: Reduce the regulatory burden on illuminated signs. Staff is proposing to change the standard for illuminated signs from switching every 60 minutes to switching every 60 seconds.

SEC. 9-4-235 SIGN ILLUMINATION AND SIGNS CONTAINING LIGHTS; ELECTRONIC AND MECHANICAL INTERCHANGABLE SIGN FACE COPY.

(B) Unless otherwise provided by this article, signs may only contain electronic and/or mechanical interchangeable sign face in accordance with this section.

1. Electronic and/or mechanical interchangeable sign face copy shall not be added to nonconforming signs
2. No electronic and/or mechanical interchangeable sign face copy shall be changed to include any new or different copy, color, intensity or graphic representation, more than one time in any ~~60-minute~~second. For purposes of this section, all wall and/or freestanding signage associated with any use or establishment shall be considered as a whole, and a change to any electronic and/or mechanical sign face copy shall prohibit any change to

any other associated sign face copy until the expiration of the minimum 60-minute second period required between changes as specified. The provisions of this subsection shall not apply to time and/or date and/or temperature displays.

Item 6: Add "12(d) Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outside storage" as a special use "S" the CH (Heavy Commercial) zoning district.

Fiscal Note: No cost to the City.

Recommendation: In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with the Horizons 2026: Greenville's Community Plan. Therefore, staff recommends approval.

The Planning and Zoning Commission voted unanimously to approve the request at its December 17, 2020 meeting.

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

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

"Motion to deny the requested text amendment, to make a finding and determination that the required text amendment is inconsistent with the comprehensive plan or other applicable plans, including but not limited to Horizons 2026: Greenville's Community Plan"

ATTACHMENTS

 [Ord misc text amendment.pdf](#)

 [Minutes.pdf](#)

ORDINANCE NO. 21-
AN ORDINANCE AMENDING THE CITY CODE
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 14th day of January, 2021, at 6:00 p.m., conduct an electronic meeting and conduct a public hearing on the adoption of an ordinance amending the City Code;

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

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan.

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

Section 1: That Title 9, Chapter 4, Article F, Section 100 of the City Code is hereby amended as follows:

“SEC. 9-4-100 RESIDENTIAL ACCESSORY STRUCTURE AND BUILDING STANDARDS; EXCEPT AS OTHERWISE REGULATED UNDER ARTICLES H, I, J, K AND M...

(A)(c) *Building separation.*

1. No detached accessory structure shall be located less than five feet from any other structure located on the same lot.

...

(E)(1) *Outdoor swimming pools.* An outdoor swimming pool, including an in-ground, above-ground or on-ground pool structure intended for recreational bathing that contains water over two feet in depth or which exceeds 40 square feet in water surface area shall be surrounded by a four-foot or higher barrier consisting of a fence, wall or building wall or combination thereof which obstructs access to the swimming pool, in accordance with the North Carolina State Building Code.

No pool structure, including associated decks and concrete aprons, shall be located nearer than 5' from a property line.”

Section 2: That Title 9, Chapter 4, Article N, Section 235 of the City Code is hereby amended by adding the following as subsection (EE):

**“SEC. 9-4-235 SIGN ILLUMINATION AND SIGNS CONTAINING LIGHTS;
ELECTRONIC AND MECHANICAL INTERCHANGABLE SIGN FACE COPY.**

(B) Unless otherwise provided by this article, signs may only contain electronic and/or mechanical interchangeable sign face in accordance with this section.

1. Electronic and/or mechanical interchangeable sign face copy shall not be added to nonconforming signs
2. No electronic and/or mechanical interchangeable sign face copy shall be changed to include any new or different copy, color, intensity or graphic representation, more than one time in any 60-second period. For purposes of this section, all wall and/or freestanding signage associated with any use or establishment shall be considered as a whole, and a change to any electronic and/or mechanical sign face copy shall prohibit any change to any other associated sign face copy until the expiration of the minimum 60-second period required between changes as specified. The provisions of this subsection shall not apply to time and/or date and/or temperature displays.”

Section 3: That Title 9, Chapter 4, Article U, Appendix A Table of Uses, of the City Code is hereby amended by adding “Grocery store” as use code (10)(II) and as a permitted use in the following districts: CN (Neighborhood Commercial), CD (Downtown Commercial), CDF (Downtown Commercial Fringe), CG (General Commercial), CH (Heavy Commercial), MCG (Medical-General Commercial), MCH (Medical-Heavy Commercial), allowing use code (12)(e) “Building supply; lumber and material sales, plumbing and/or electrical supply excluding outside storage as a permitted use in the following districts: IU (Unoffensive Industry), I (Industrial), PIU (Planned Unoffensive Industry), PI (Planned Industry), as a special use in CH (Heavy Commercial) and renaming use code”.

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

Section 5: Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

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

ADOPTED this ____ day of January, 2021.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1140281

Excerpt from the draft Planning & Zoning Commission Minutes (12/15/2020)

REQUEST BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT TO AMMEND TITLE 9, CHAPTER 4 OF THE CITY CODE TO MAKE MISCELLANEOUS MINOR CHANGES TO THE ZONING ORDINANCE - APPROVED

Brad Sceviour presented for staff. He stated that the changes were minor changes. The first is the addition of the definition for a “grocery store”. The third party publisher of the city code inadvertently dropped the grocery store definition. Staff would like to simplify accessory structure separation requirements to match NC Fire Code. Staff would like to clarify setbacks for residential swimming pools, associated decks and concrete aprons. Staff would like to add use code 12(e) which would allow “building supply; lumber and materials sales, plumbing and/or electrical supply excluding outside storage” as a permitted use in zoning districts: IU, I, PIU and PI. Building supply with outdoor storage is already allowed in these districts. Staff would also like to add this same requested use as a special use in the CH zoning district. Staff would also like to reduce the regulatory burden on outdoor illuminated signs by reducing the permitted cycle of change from once every 60 minutes to once every 60 seconds.

Mr. Robinson asked if the sign proposal was for billboards.

Mr. Sceviour explained that the city code does not currently allow electronic billboards. This amendment will impact traditional illuminated signs.

Mr. Parker asked what was the basis for the 60 second time change.

Mr. Sceviour said the 60 second change is what staff felt the driving public would be best served by for safety and would allow businesses and other organizations the opportunity to change their message more frequently. This change would allow for a business to have 60 more “changes” on a sign than under the current code.

Mr. Thomas asked if there was a check and comparison of other city regulations for signage in our region of the state.

Mr. Parker suggested shortening the duration less than 60 seconds.

The item was recessed until the December 17, 2020 meeting of the Planning & Zoning Commission.

Excerpt from the draft Planning & Zoning Commission Minutes (12/17/2020)

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



City of Greenville, North Carolina

Meeting Date: 01/14/2021

Title of Item: Ordinance requested by Maurice and Drucilla York to designate the J. B. Cherry & Company -- Frank Wilson Office Building, located at 106 East 4th Street and further identified as Pitt County Parcel Number 25337, as a Local Historic Landmark

Explanation: Maurice and Drucilla York, property owners, requested to have the J. B. Cherry & Company – Frank Wilson Office Building, located at 106 East 4th Street, as a Local Historic Landmark.

Along with the College View Historic District, there are currently 28 local Historic Landmarks, which are individually designated because of their significance in terms of history, prehistory, cultural importance, and architecture. Examples of Local Landmarks include the Greenville Municipal Building (201 West Fifth Street), the William H. Long House (200 East Fourth Street), King Simmons Lodge (505 West 14th Street), and the Robert Lee Humber House (117 West Fifth Street).

Recommendations for Local Historic Landmark designations are made by the Historic Preservation Commission. City Council makes the final decision on which locations are given this honor. It signifies that the property is important to the heritage and character of the community and that its protection enriches all of the community's residents. The following types of properties can be designated as Historic Landmarks: Buildings, Sites, Areas, and Objects.

Before recommending that a property be designated as a Historic Landmark, the commission must investigate the property's significance and find that:

1. It has special historical, prehistorical, architectural, or cultural significance and
2. It shows integrity of design, setting, workmanship, materials, feeling, or association.

Criteria for Significance

To have special significance, a property should meet at least one (1) of these criteria:

1. It is associated with events that have contributed significantly to our history.
2. It is associated with the life of a person significant in our past.
3. It embodies the distinctive characteristics of a type, period, or method of

construction.

4. It represents the work of a master or possesses high artistic values.
5. It has yielded or is likely to yield important historical or prehistorical information.

Aspects of Integrity

A property has integrity if it is able to convey its significance to the observer. In other words, the significance can be seen or experienced, not just imagined.

These aspects of properties contribute to their integrity:

1. "Design" refers to the combination of elements that create the form, plan, space, structure, and style of a property, as it was originally conceived. It includes such elements as organization of space, proportion, scale, technology, ornamentation, and materials.
2. "Setting" is the property's "setting" is its physical environment (including natural or man-made features) as it relates to a property's functions, its significant role, or its design. Setting refers to the character of the place where a property played its significant role.
3. "Workmanship" is the physical evidence of the crafts of a particular culture or people during the period in history or prehistory when a property was created.
4. "Materials" are the physical elements that originally were combined to form a property. It must be an actual historic property, not a re-creation.
5. "Feeling" is a property's expression of the historical or aesthetic sense of a particular period of time. A property has integrity of feeling when its physical features together enable it to evoke a sense of its historical character.
6. "Association" is a property's direct connection with a significant event or person. It must be sufficiently intact to convey the connection to an observer.

On October 27, 2020, the Historic Preservation Commission voted to accept the Survey and Research Report as its own and to forward it to the State Historic Preservation Office (SHPO) for review and recommendation.

On November 2, 2020, the Survey and Research Report on the J. B. Cherry & Company – Frank Wilson Office Building was submitted to the SHPO.

On December 2, 2020, SHPO sent the following non-binding comments:

The J. B. Cherry & Company - Frank Wilson Office Building located at 106 East Fourth Street, Greenville, NC was constructed in 1899 and represents a rare example of a modest commercial building designed and built by architect/builder Hill Carter Linthicum, of Henderson and Durham. The building possesses a high degree of integrity and is one of the most intact commercial buildings of this period remaining in Greenville.

We feel the designation report conveys the historical and architectural significance of the house. The designation report should provide the Greenville Historic Preservation Commission and the City Council adequate information to determine the building has the requisite special significance and integrity for landmark designation.

Fiscal Note: Cost associated with the purchase and installation of a historic landmark plaque.

Owners of Local Historic Landmarks that are subject to property taxes may apply for an annual deferral of 50% of City taxes as long as that property is designated and retains its significance and integrity.




Current Tax Value: \$22,468.00

Potential Tax Deferral: \$55.00

Recommendation: Adopt the ordinance designating the J. B. Cherry & Company – Frank Wilson Office Building as a Local Historic Landmark.

On December 22, 2020, the Historic Preservation Commission unanimously voted to recommend to City Council that the J. B. Cherry & Company – Frank Wilson Office Building be designated as a Local Historic Landmark.

ATTACHMENTS

-  [Ord JB Cherry.pdf](#)
-  [Cherry report.pdf](#)
-  [JB Cherry map.pdf](#)

ORDINANCE NO. 21-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
DESIGNATING THE PROPERTY KNOWN AS THE J. B. CHERRY & COMPANY –
FRANK WILSON OFFICE BUILDING IN GREENVILLE, NORTH CAROLINA, AS A
HISTORIC LANDMARK

WHEREAS, the property known as the J. B. Cherry & Company – Frank Wilson Office Building, sometimes known as the J. B. Cherry & Co. – Frank Wilson Office Building, located at 106 East Fourth Street, in the City of Greenville, Pitt County Tax Parcel No. 25337, North Carolina Parcel Identification No. 4688316545, and more particularly described in Exhibit A attached hereto, is a contributing structure within the Downtown Commercial National Register Historic District, and, having been built in 1899, represents a rare example of an intact, small, and modest one-story brick commercial building constructed in Greenville; and

WHEREAS, the J. B. Cherry & Company – Frank Wilson Office Building has significant elements that are integral to historical, architectural, or prehistorical value, including but not limited to the following: The J. B. Cherry & Company – Frank Wilson Office Building has a two-bay façade with distinctive decorative brick corbelling embodying significant decorative element characteristics in brick commercial buildings in the turn of the twentieth century and exemplifies Greenville’s shift from frame to masonry commercial structures following devastating fires at a time when the town was thriving as a center of tobacco warehousing and processing; the building is associated with two locally important businessmen in Greenville, James Burton Cherry and Frank Wilson; the building was designed by one of the most important architects in North Carolina, Hill Carter Linthicum of Henderson, North Carolina; most of the original materials from the original construction of the building are still present; and the interior and exterior of the building remains largely unchanged from when it was built in 1899; and

WHEREAS, the said property known as the as the J. B. Cherry & Company – Frank Wilson Office Building has been deemed and found by the City of Greenville Historic Preservation Commission to be of special significance in terms of its historical, prehistorical, architectural, or cultural importance, and possesses integrity of design, setting, workmanship, materials, feeling and/or association; and the City of Greenville Historic Preservation Commission has recommended that the property be designated a “historic landmark” pursuant to Chapter 160A, Article 19, Part 3C of the North Carolina General Statutes and Title 9, Chapter 7 of the Code of Ordinances of the City of Greenville and as further defined in City Code § 9-7-2; and

WHEREAS, the North Carolina Department of Natural and Cultural Resources, Division of Archives and History, North Carolina State Historic Preservation Office has reviewed and commented on the findings and recommendation of the City of Greenville Historic Preservation Commission including the Survey and Research Report prepared by Maurice and Drucilla York; and

WHEREAS, the City Council of the City of Greenville has taken into full consideration the recommendation of the City of Greenville Historic Preservation Commission; all comments from the North Carolina Department of Natural and Cultural Resources, Division of Archives and History, North Carolina State Historic Preservation Office; all statements and information in the Survey and Research Report prepared by Maurice and Drucilla York; and the presentation to the City Council on January 14, 2021, on the question of designating the property known as the J. B. Cherry & Company – Frank Wilson Office Building as a historic landmark; and

WHEREAS, all of the prerequisites to the adoption of this ordinance prescribed in Chapter 160A, Article 19, Part 3C (Historic Districts and Landmarks) of the North Carolina General Statutes and Title 9, Chapter 7 of the Code of Ordinances for the City of Greenville have been met; and

NOW, THEREFORE, be it ordained by the City Council of the City of Greenville, North Carolina, that:

Section 1. The property known as the J. B. Cherry & Company – Frank Wilson Office Building, located at 106 East Fourth Street in the City of Greenville, North Carolina, jurisdictional area, more particularly described in Exhibit A, is hereby collectively designated a historic landmark pursuant to Chapter 160A, Article 19, Part 3C of the North Carolina General Statutes and Title 9, Chapter 7 of the Code of Ordinances of the City of Greenville. The names of the owners of the property are Maurice Clifton York and wife, Drucilla Haley York.

Section 2. The waiting period set forth in Chapter 160A, Article 19, Part 3C of the North Carolina General Statutes shall be observed prior to the demolition of the property known as the J. B. Cherry & Company – Frank Wilson Office Building.

Section 3. The owners and occupants of the property known as the J. B. Cherry & Company – Frank Wilson Office Building be given notice of this ordinance as required by applicable law, and that copies of this ordinance be filed and indexed in the office of the City Clerk, Pitt County Register of Deeds, Pitt County Tax Supervisor, and City Planning and Development Services Department as required by applicable law.

Section 4. If the owners consent, a suitable sign may be placed by the City of Greenville Historic Preservation Commission upon the property known as the J. B. Cherry & Company – Frank Wilson Office Building indicating its designation as a historic landmark.

Section 5. If the owners do not consent, a suitable sign may be placed by the City of Greenville Historic Preservation Commission upon a nearby public right-of-way indicating that

the property known as the J. B. Cherry & Company – Frank Wilson Office Building is designated as a historic landmark.

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Any part of this ordinance determined by a court of competent jurisdiction to be in violation of any law or constitutional provision shall be deemed severable and shall not affect the validity of the remainder.

Section 8. This ordinance shall become effective immediately upon its adoption.

Duly adopted this ____ day of January, 2021.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, Camillia Smith, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before this date 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 the Mayor, sealed with the corporate seal, and attested by herself as its City Clerk.

Witness my hand and official seal, this the ____ day of January, 2021.

Camillia Smith, Notary Public

My Commission Expires: October 25, 2023

Exhibit A

Property Name:	J. B. Cherry & Company – Frank Wilson Office Building
Property Location:	106 East Fourth Street, Greenville, Pitt County, North Carolina
Pitt County Tax Parcel No.:	25337
NC Parcel Identification No.:	4688316545
Current Owner:	Maurice Clifton York and wife, Drucilla Haley York
Property Description Reference:	Register of Deeds of Pitt County in Book 250 at page 518

The property is further described as follows:

Situated in the City of Greenville, County of Pitt, State of North Carolina and located at 106 East Fourth Street on the plan of the City of Greenville, it being a single story brick building bounded on the north by East Fourth Street; on the east by the W. E. Hooker heirs; on the south by Lee Enterprises, Inc.; on the west by a two-story building owned by Mr. and Mrs. Theodore R. Bradshaw, and more particularly described as follows:

BEGINNING at the northeast corner of Mr. and Mrs. Theodore R. Bradshaw on the southern property line of Fourth Street in an eastern direction eleven feet, more or less, to the northwest corner of the W. E Hooker heirs, the old Post Office Building; thence, in a southern direction, following the western line of the W. E. Hooker heirs, thirty feet, more or less, to the property line of Lee Enterprises, Inc.; thence in a western direction, following the northern property line of Lee Enterprises, Inc., eleven feet more or less, to the southeast corner of Mr. and Mrs. Theodore R. Bradshaw; thence, in a northern direction following the Bradshaw line thirty feet, more or less, to the POINT OF BEGINNING.

The foregoing property further described as being shown on the tax records of Pitt County as Tax Parcel 25337 and shown on Tax Map 11, Block C, as Lot 12.

1139613

Local Landmark Report

J. B. Cherry & Co.-Frank Wilson Office Building

106 East Fourth Street

Greenville, NC 27858

I. General Information

1. Common and Historical Property Names
J. B. Cherry & Co.-Frank Wilson Office Building
2. Physical Address or Location: 106 East Fourth Street, Greenville, NC 27858
3. Tax Parcel Identification Number (PIN): 4688316545
4. Current Owner(s) Name(s): Maurice C. and Drucilla H. York
5. Current Owner(s) Mailing Address(es):
2001 East Fifth Street, Greenville, NC 27858
6. Appraised Value (a copy of the most recent tax card will suffice)
\$22,468 (see attached copy of tax card)

II. Abstract

1. A clear summary statement of the property's significance and degree of integrity in two to three sentences. Why are you proposing designation for this property?

The J. B. Cherry & Co.-Frank Wilson Office Building, constructed in 1899, exemplifies Greenville's shift from frame to masonry commercial structures following devastating fires at a time when the town was thriving as a center of tobacco warehousing and processing. It is associated with prominent businessmen of the late nineteenth and early twentieth centuries and is a rare example of a modest commercial building designed and built by architect/builder Hill Carter Linthicum, of Henderson and Durham. Little changed since its construction in 1899, the building possesses a high degree of integrity and is one of the most intact commercial buildings of this period remaining in Greenville.

2. A concise statement of what buildings and portions of land are to be included in the designation. Is it all of the legal parcel(s) historically and currently associated with the building(s) or only a portion? The land area included should be, at minimum, that which is historically associated with and which continues to provide historic context for, the building(s) for which designation is proposed.

The building occupies the easternmost eleven feet of the of the parcel of land historically associated with it and all of the parcel currently associated with it, and is the only building on the parcel.

III. Historic Background

1. A narrative of the property's history that focuses on points relevant to the significance and integrity criteria. A chain of title should not be included unless you are claiming that the property is significant for its association with a historically significant person—and then only those deeds directly related to that person.

The office building built in 1899 for J. B. Cherry & Co. and later owned by Frank Wilson reflects Greenville's robust growth as a center of tobacco warehousing and processing and around the turn of the twentieth century. Tobacco was reintroduced as a cash crop in Pitt County in the late 1880s. The construction of a branch line of the Wilmington and Weldon Railroad through Greenville in 1890 fostered the development of the tobacco industry. R. J. Cobb opened the Greenville Tobacco Warehouse in 1891 and O. L. Joyner and Alex Heilbronner soon opened the Eastern Tobacco Warehouse. Rountree, Brown and Company's Planters Warehouse and Star Warehouse commenced operation in 1895. All were frame structures. Greenville's population grew from 912 in 1880 to 2,565 in 1900.ⁱ

Disastrous fires in the commercial district in the late nineteenth century resulted in the replacement of frame buildings with masonry structures that could resist fire. Following a fire in 1878, a conflagration in 1896 destroyed more than twenty buildings, including stores on Evans Street, the opera house, and the John Flanagan Buggy Company. Damages were estimated at \$100,000.ⁱⁱ On the evening of May 4, 1899, a fire that broke out in the shop of tailor Paul Metrick, located above a saloon next to the building at the southeast corner of Evans and Fourth Streets, caused the destruction of fifteen buildings along Evans and Fourth Streets, including twenty stores and offices, the King House hotel, and the post office. Among the victims were clothier Frank Wilson, whose business was located in a building owned by Mrs. D. L. James and Miss Lillian Cherry; two buildings owned by J. B. Cherry & Co.; and the brokerage business of Walter B. Wilson.ⁱⁱⁱ

The victims were among Greenville's most prominent business people. James Burton Cherry (1840-1905), raised on a farm in Pitt County, served as clerk of the Pitt County Superior Court for four years beginning in 1864. He was treasurer of Pitt County from 1874 until 1890 and from 1898 until shortly before his death. Concurrently, Cherry was involved in several mercantile firms before joining J. R. and J. G. Moye in forming J. B. Cherry & Company, and remained in business with them until his death.^{iv} Frank Wilson (1866-1945) began his dry goods and clothing business in 1893, on the west side of Evans Street. Known as the "King Clothier," he continued this firm until his death. He was a member of Greenville Masonic Lodge, No. 284, and Jarvis Memorial Methodist Church. He and his wife, Verda Waldrop Wilson, had seven children: Frank Jr., Joseph Grayson Waldrop, Walter Howard, Thomas Eugene, Verda Waldrop, Martha Elizabeth, and Charles Herbert.^v

Reconstruction work began quickly, and the burned properties were replaced with masonry buildings. *King's Weekly* reported on May 26 that Burwell Riddick had been hired to build five stores and that Hill Carter Linthicum, a prominent architect and builder from Henderson and Durham who was in town to construct a brick tobacco factory for the Strauss Brothers, had contracts to construct three buildings for J. B. Cherry, Dr. D. L. James, Mrs. S. A. Cherry, and Miss Lill Cherry. One of these buildings was a two-story brick structure at the southeast corner of Evans and Fourth Streets (401 Evans Street) that would house Frank Wilson's clothing business; it is likely that another one was the small,

one-story building located at 107 East Fourth Street (now 106 East Fourth), which abutted the rear of the corner store and shared a single lot with it.^{vi} J. B. Cherry & Co. had acquired the lot in January 1897.^{vii} According to the *Eastern Reflector* of June 20, 1899, work was progressing in almost all of the district affected by the fire and that some of the new stores had been raised to the second story.^{viii} In early September, J. B. Cherry & Co. installed cement pavement in front of the corner store it had built for Frank Wilson, and by early October Wilson had opened his store for business.^{ix} It is likely that the building behind Wilson's store had been completed by this time. To the east, J. J. Perkins hired Burwell Riddick to build three small brick buildings on the site formerly occupied by the post office; by January 1900, Dr. Charles O'Hagan Laughinghouse had established his office in the one adjacent to 107 East Fourth Street.^x

An important transition in the lot and two buildings on the corner of Evans and Fourth Streets took place beginning in 1916. J. R. and J. G. Moyer, who owned a two-thirds interest in the building occupied by Frank Wilson's clothing store and the office building behind it, had a disagreement with Mrs. Ada M. Cherry, who had a life estate interest in the remaining one-third of the property, and other members of her family. Because it was impossible to divide the property, it was offered for sale on July 3, 1916, and J. R. and J. G. Moyer paid \$18,300 for the lot and two buildings. In December, the Moyes then sold the property to Frank Wilson.^{xi} Wilson constructed a small addition to the rear of the office building at 107 East Fourth Street between the time he purchased it and 1923.^{xii}

The building at 106 East Fourth Street has had many uses. One of the earliest occupants was H. Bentley Harris, district manager of the Mutual Life Insurance Company of New York.^{xiii} After Frank Wilson purchased the building, his brother Walter used it as an office for his mercantile brokerage business. After Walter's death in 1932, Frank Wilson used the building as a tailoring shop. Between the late 1930s and the early 1970s, the business was known as the Sutorium.^{xiv} Harry Baxley, an architect, leased the building for two years beginning in March 1981.^{xv}

After Frank Wilson's death in 1945, his widow, Verda, inherited a life estate in the corner store on Evans Street and the office building on Fourth Street. Following her death in 1968, her children inherited both buildings.^{xvi} In 1984, Verda W. Ingle purchased the building at 106 East Fourth Street from her siblings. In 1989, she and her husband Carl sold the building to Maurice C. and Drucilla H. York, the present owners, who have leased it to more than a half dozen businesses over the past thirty years.^{xvii} Throughout the building's 120-year existence, owners have made no significant changes to the front façade of the building.

2. Date(s) of original construction (use "circa" and a year if the exact year is unknown).
The report may need a chain of title to help prove or substantiate the original construction date.

1899

3. Date(s) of all additions and/or alterations (use "circa" and a year if the exact year is unknown)

circa 1917-1923

IV. Assessment

1. A full description of the property's historical, prehistorical, architectural, and /or cultural importance (significance) for one or more of the following specific reasons:
 - a. its association with a historic event
 - b. its association with the life of a historically significant person
 - c. its architectural style or its type of construction or engineering
 - d. its archaeological potential

The J. B. Cherry & Co.-Frank Wilson Office Building is associated with two locally important businessmen in Greenville, James Burton Cherry and Frank Wilson. More important, it is a rare example of a modest commercial building designed and constructed by Hill Carter Linthicum, an architect of statewide significance. It is locally important as one of the most intact masonry commercial buildings remaining in Greenville from the turn of the twentieth century, a period buoyed economically by a robust tobacco industry and characterized by the replacement of frame commercial buildings by brick ones following devastating fires.

2. A complete architectural description of the property. For architecturally significant properties, the description should focus on the elements that define the building's design.

Located on the south side of East Fourth Street just off Greenville's principal historic commercial thoroughfare, Evans Street, the J. B. Cherry & Co.-Frank Wilson Office Building, designed by the Durham architect Hill. C. Linthicum, stands as a rare example of a small, modest one-story brick commercial building constructed during 1899 in this thriving tobacco town. It features a remarkably intact two-bay façade with distinctive decorative brick corbelling. Initially built as a one-room office measuring approximately 11 feet by 20 feet, it was enlarged by approximately 10 feet at the rear by the addition of a smaller room between 1917 and 1923.

Although diminutive in scale, the front façade embodies significant decorative elements characteristic in brick commercial buildings at the turn of the twentieth century. Both bays, a front entrance and window, are capped by a brick segmented arch composed of two courses of rowlock bricks that are mirrored on top by another segmented arch, another single but corbelled course of rowlocks. The segmental arch within each bay is framed. The entrance bay typically includes a three-light transom and a door featuring an expansive single glass pane above two horizontal flat panels. The window contains its original two-over-one light double sash. A cement surface coats the sill. In the upper façade, decorative brick corbelling mimics an entablature with architrave, frieze, and cornice accented respectively by a brick dentil row, two panels, and a sawtooth row. Each panel features dog-tooth brickwork, and plain truncated

pilasters with two-tiered brick corbel drops flank these elements. The parapet is capped by two rows of corbelled coursing.

The rear elevation exhibits the original unpainted brickwork and repeats the façade's two-bay fenestration pattern. However, here each bay features a double-sash window and a shallow but simple brick segmental arch with two rowlock courses. These windows contain two-over-two-lights. Today, a heat and air unit replaces the lower sash in the southwest window. A boxed cornice with attached aluminum gutter system supports the run-off from the building's sloping front-to-back flat roof. A recently installed modern membrane roof with flashing fully protects the structure.

The building's modest proportions and character carry through on the interior. Plain painted brick walls laid in 1:6 American bond frame three sides of the principal room. Its floor is pine. Two steps centrally placed within the rear partition wall provide access to the circa 1917-1923 addition that now includes a small room and an enclosed half bath. The beaded wainscot is a recent addition as well as the bamboo flooring and tile flooring in the half bath.

3. A description of any elements that contribute to the property's archaeological significance. A brief archaeological comment should be included in every report. If no known archaeological features are present at the current time, a statement to that effect will suffice.

There are no known archaeological features associated with this property.

4. A complete and thorough evaluation of the property's integrity of design, setting, workmanship, materials, feeling, and association, fully accounting for alterations and changes to the property, including those which detract from or do not contribute to the property's significance.

The front façade of this building appears to be unaltered since the time of its construction. Especially in light of the fact that the corner store with which it always has been associated has been renovated and designated as a local landmark, the building at 106 East Fourth Street, when viewed from the sidewalk east of the structure, seems to transport the viewer to another era. Unfortunately, the buildings to the east of 106 East Fourth Street, also constructed in 1900, have been drastically altered. Upon entering the building, the brick walls on either side and the pine flooring in the front section, most of which is original, also gives occupants a feeling of antiquity. The rear room has been altered over the years, but is complimentary in appearance to the front room. The rear façade has experienced some alterations, including the addition of a window heating and air conditioning unit in the west window. Various electrical and mechanical systems in the alley adjacent to the rear of the building detract somewhat from its appearance, but the rear façade still evokes the feeling of the period in which it was constructed.

- V. Supporting documentation (attached)
1. Digital photographs that clearly show the overall property in its current condition.
 - a. Front facade
 - b. Streetscape
 - c. Rear facade
 - d. Interior, front door open
 - e. Interior, from front room
 - f. Interior, front door closed
 - g. Interior, entrance to addition
 - h. Interior, rear room
 - i. Interior, half bath in rear room
 2. A sketch floor plan of the building(s).
 3. A site plan (preferably but not necessarily drawn to scale).
 4. Plat or tax map, including the tax appraised value of the property.
 5. Bibliography/Source Citations (below)

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Greenville, N.C.: The Daily Reflector and Mullin-Kille of North Carolina, 1971.

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Pitt County Civil Issue Dockets

Pitt County Wills

Superior Court Judgment Dockets

Superior Court Special Proceedings

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Deeds

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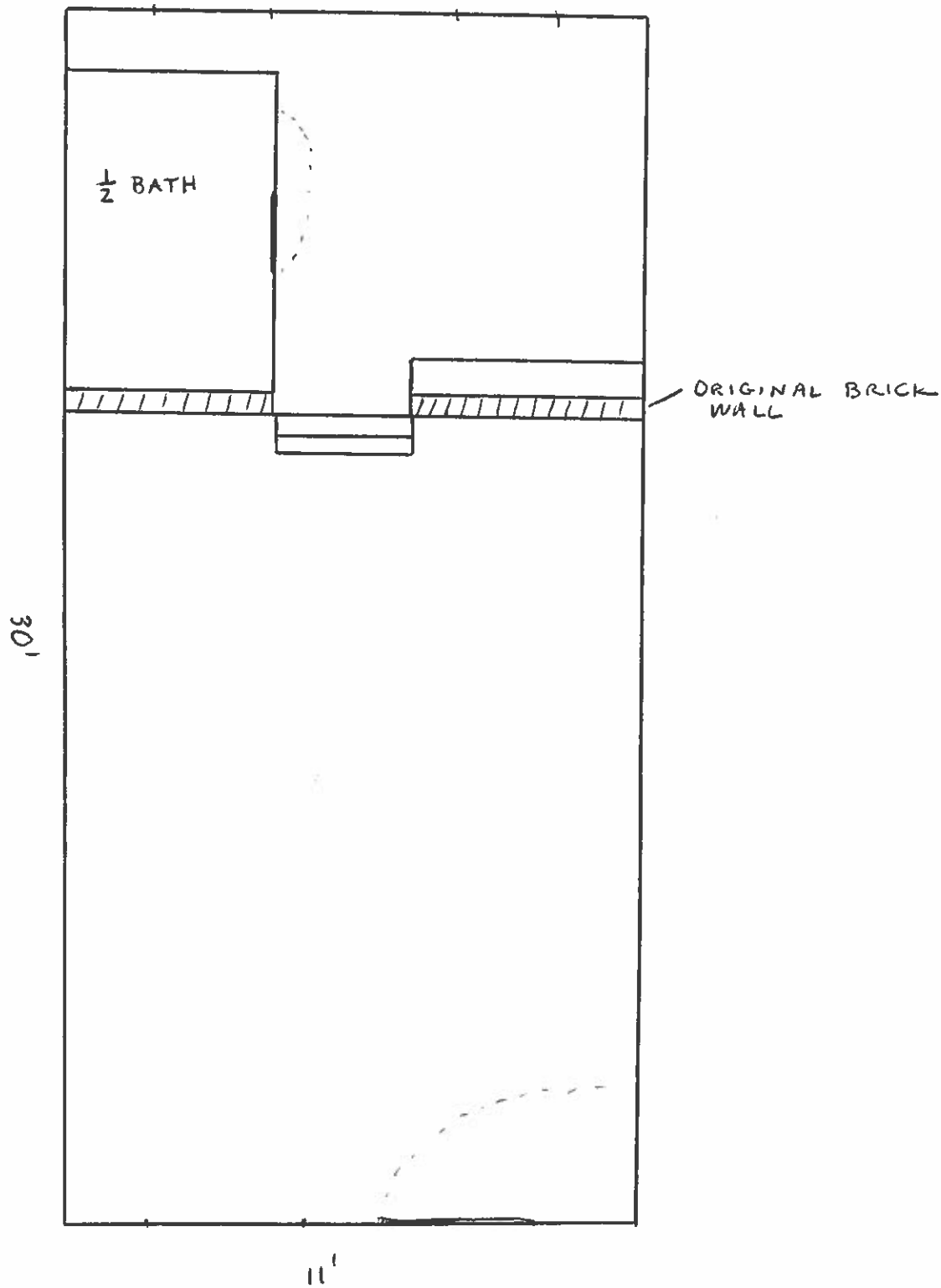
ⁱ Michael Cotter, ed., *The Architectural Heritage of Greenville, North Carolina* (Greenville, N.C.: Greenville Area Preservation Association, 1988), 7, 10-11; 1900 Aggregate Census Population Data for Pitt County, Part 1, Digital Collections, J. Y. Joyner Library, East Carolina University, <https://digital.lib.ecu.edu/census/about.aspx>.

ⁱⁱ Cotter, *Architectural Heritage of Greenville*, 9-10. A fire insurance map published in 1891 shows that brick buildings had been built along much of Evans Street between Fifth and Fourth Streets. See Sanborn Map Company, *Sanborn Fire Insurance Maps of Greenville, N.C.*, 1891, 4.

ⁱⁱⁱ *The Eastern Reflector* (Greenville, N.C.), May 9, 1899.

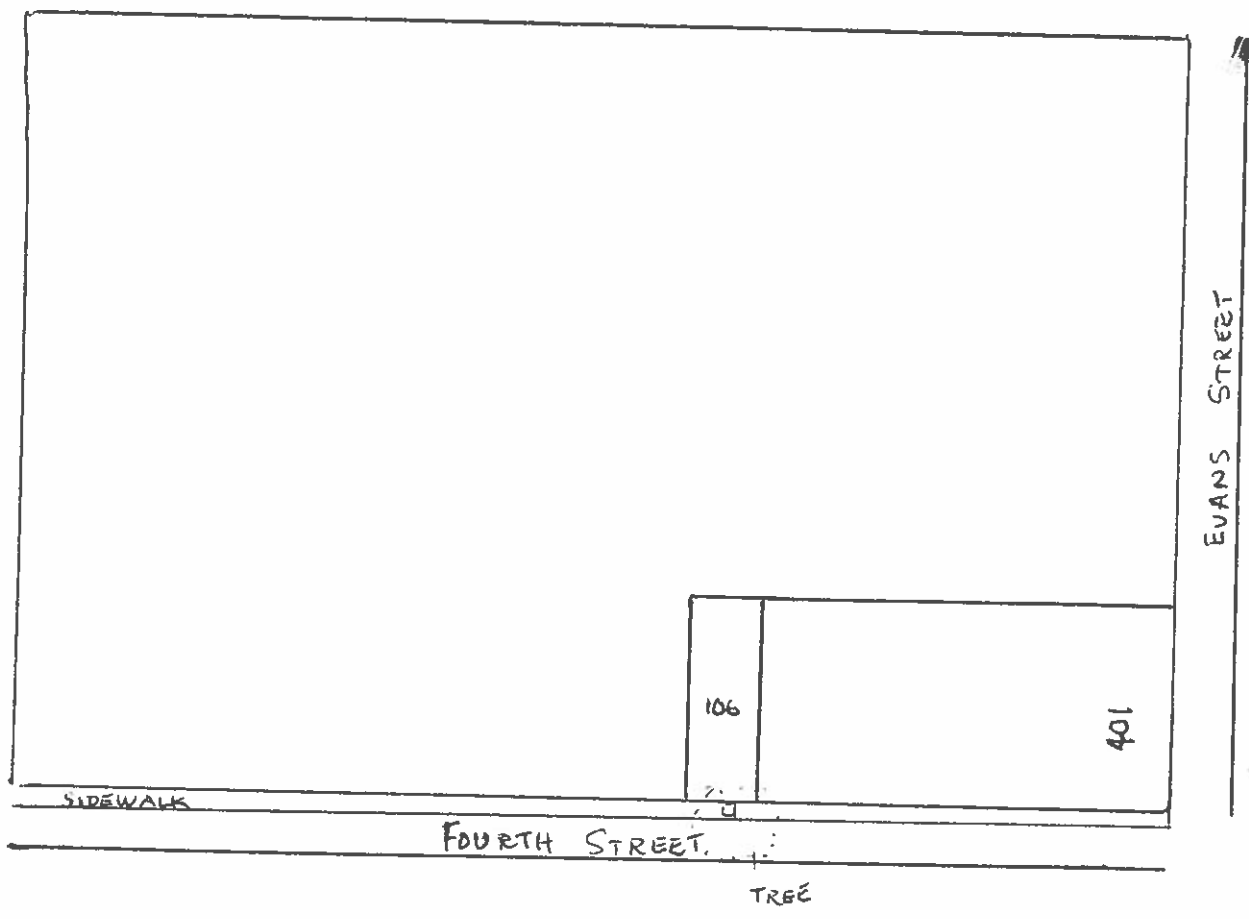
^{iv} Henry T. King, *Sketches of Pitt County: A Brief History of the County, 1704-1910* (Raleigh, N.C.: Edwards & Broughton Printing Company, 1911), 252.

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- ^v *Daily Reflector* (Greenville, N.C.), August 3, 1945; Elizabeth H. Copeland, ed., *Chronicles of Pitt County, North Carolina* (Greenville, N.C.: Pitt County Historical Society, 1982), 736.
- ^{vi} *King's Weekly* (Greenville, N.C.), May 12, 26, 1899; *Daily Reflector* (Greenville, N.C.), June 16, 1899; *Eastern Reflector* (Greenville, N.C.), August 25, 1899; biographical sketch of Hill Carter Linthicum, North Carolina Architects and Builders, <https://ncarchitects.lib.ncsu.edu/people/P000091>. Linthicum (1860-1919), a native of Virginia, attended Danville Military Academy and studied architecture in Baltimore. Beginning in 1878, he worked for his father's building contracting business. Hill Linthicum settled in Henderson in the early 1880s and, by 1904, opened an office in Durham. Linthicum was active in his profession, serving as vice president of the North Carolina Architectural Association. He played a key role in the establishment of the North Carolina chapter of the American Institute of Architects and served as its first president. He designed residences, commercial buildings, churches, and schools in a large portion of North Carolina.
- ^{vii} F. G. James, commissioner, to J. B. Cherry & Co., January 11, 1897, Pitt County Deeds, Book D-6, p. 322, office of the Pitt County Register of Deeds, Greenville, N.C.
- ^{viii} *Eastern Reflector* (Greenville, N.C.), June 20, 1899.
- ^{ix} *Eastern Reflector* (Greenville, N.C.), September 5, October 6, 1899.
- ^x *King's Weekly* (Greenville, N.C.), August 4, 1899; *Eastern Reflector* (Greenville, N.C.), January 9, 1900; Sanborn-Perris Map Company, *Greenville, Pitt Co., North Car.*, February 1900, 3.
- ^{xi} Judgment in matter of J. R. and J. G. Moye v. J. B. Cherry, Ada M. Cherry, and others, May 30, 1916, Pitt County Superior Court Judgment Docket 22, no. 129, office of the Pitt County Clerk of Court, Greenville, N.C.; J. R. Moye, Commissioner, to J. R. Moye, et al., November 8, 1916, Pitt County Deeds, Book V-11, p. 91, office of the Pitt County Register of Deeds, Greenville, N.C.; J. R. Moye, et al. to Frank Wilson, December 22, 1916, Pitt County Deeds, Book V-11, p. 197, office of the Pitt County Register of Deeds, Greenville, N.C.
- ^{xii} Sanborn Map Company, *Insurance Maps of Greenville, Pitt Co., North Carolina*, May 1916, 2; Sanborn Map Company, *Greenville, Pitt County, North Carolina*, April 1923, 3.
- ^{xiii} *Illustrated City of Greenville, Pitt County, North Carolina* (Richmond, Va.: C. E. Weaver Series Illustrated Cities, Central Publishing Co., 1914), 5, Digital Collections, J. Y. Joyner Library, East Carolina University, <https://digital.lib.ecu.edu/1408#?c=0&m=0&s=0&cv=2&xywh=701%2C2104%2C3975%2C4081>.
- ^{xiv} Verda W. Ingle to Maurice C. York, January 13, 1990, in possession of Maurice C. York; *Miller's Greenville, N.C., City Directory*, Vol. IV, 1938-1939 (Asheville, N.C.: Chas. W. Miller, 1938), 317; *The Mullin-Kille and Daily Reflector Greenville . . . North Carolina . . . City Directory*, Vol 3. (Greenville, N.C.: The Daily Reflector and Mullin-Kille of North Carolina, 1971), 397.
- ^{xv} Lease of Thomas E. Wilson, et al. to Harry Earl Baxley, Jr., March 26, 1981, Pitt County Deeds, Book Z49, p. 704, office of the Pitt County Register of Deeds, Greenville, N.C.
- ^{xvi} Petition for Partition of Lands, March 14, 1947, Special Proceedings 4804, Pitt County Superior Court, office of the Pitt County Clerk of Court, Greenville, N.C.; Will of Verda W. Wilson, August 18, 1966, Pitt County Wills, Book 14, p. 534, office of the Pitt County Clerk of Court, Greenville, N.C.
- ^{xvii} Thomas E. Wilson, et al. to Verda W. Ingle, November 23, 1984, Pitt County Deeds, Book V-53, p. 22, office of the Pitt County Register of Deeds, Greenville, N.C.; Verda W. Ingle and Carl S. Ingle to Maurice Clifton and Drucilla Haley York, December 19, 1989, Pitt County Deeds, Book 250, p. 518, office of the Pitt County Register of Deeds, Greenville, N.C.



SKETCH FLOOR PLAN
106 EAST 4th STREET
GREENVILLE, N.C.

NOT TO SCALE



SITE PLAN, 106 EAST 4th STREET
GREENVILLE, N.C.

NOT TO SCALE



Management Information Systems
Integrating Innovation. Instilling

OPIS Online Parcel Information System



Taxes Due Deeds Parcel Cards

Parcel Information Updated Nightly
Values are frozen during the appeals process.



Map Views

Main Map



Parcel Search

Owner

Address

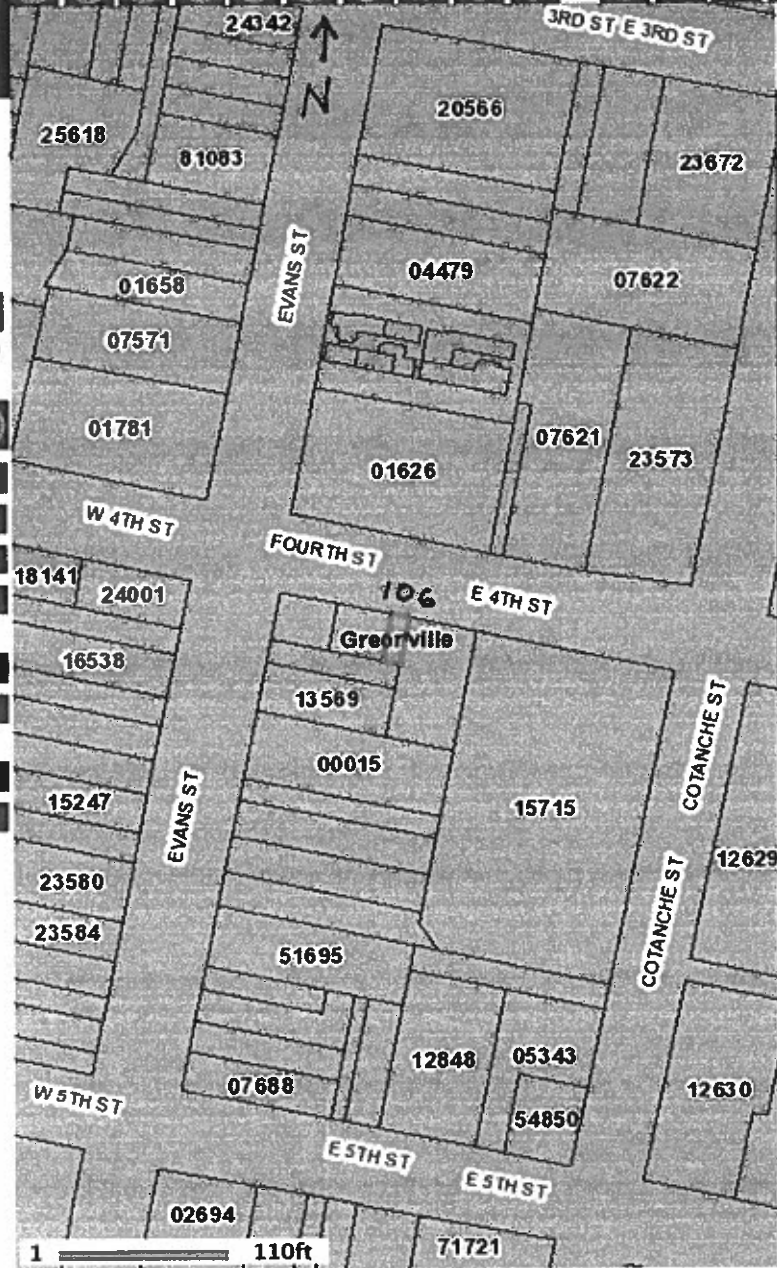
Parcel Number

E-911 Address Search

Address

Table of Contents

Map Layers



Go Back to Results

Parcel:	25337
More Info:	25337
Physical Address:	106 E FOURTH ST
Owner Name:	YORK MAURICE C
OwnerAddress1:	YORK DRUCILLA H
OwnerAddress2:	2001 EAST FIFTH STREET
OwnerAddress3:	
City / State / Zip:	GREENVILLE NC 27858
NC PIN:	4888316545
Subdivision / Section / Phase:	
Prior Legal Description:	106 E FOURTH ST
Block / Lot:	11X30
Tract:	
Building Number / Unit:	
Acres:	0.01
Current Owner Deed/Document:	000250.00518
Map Book:	23-50
Deed / Document Date:	12/1989
Deed / Document Sales Price:	\$18,000
Building Type / Use:	COMM CONST(COMM)
Number of Buildings:	1
Year Built:	1920
Total Living Area:	330
Building Value:	\$13,768
Extra Features Value:	\$0
Land Value:	\$8,700
Total Current Market Value:	\$22,468
Total 2019 Market Value:	\$14,533
Municipality:	GREENVILLE

106 E 4th Street
Front Façade (a)



106 E. 4th Street

Streetscape (b)



106 E. 4th Street
Rear Façade (c)



106 E. 4th Street
Interior, Front Door Open (d)



106 E. 4th Street
Interior, From Front Room (e)



106 E. 4th Street

Interior, Front Door Closed (f)



106 E. 4th Street
Interior, Entrance to Addition (g)



106 E. 4th Street
Interior, Rear Room (h)

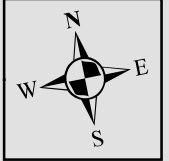


106 E. 4th Street

Interior, Half Bath in Rear Room (i)



**J. B. Cherry & Company – Frank Wilson Office Building
106 East 4th Street
Local Historic Landmark Designation**



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNRS/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



City of Greenville, North Carolina

Meeting Date: 01/14/2021

<u>Title of Item:</u>	Resolution to Amend an Economic Development Agreement with Grover Gaming, Inc.
<u>Explanation:</u>	The City entered into an agreement with Grover Gaming in February 2020 for a Job Creation Grant of up to \$100,000 per year for a maximum of 5 years. The City intends to appropriate and expend City funds to extend the Job Creation Grant for an additional two years in an amount of up to \$100,000 each year. The grant will be issued upon Grover Gaming creating up to 200 additional jobs and investing \$12.5 million in acquisition and improvements to real property within the City limits or the City's ETJ.
<u>Fiscal Note:</u>	An amount of up to \$100,000 for 2 additional years
<u>Recommendation:</u>	Council to hold a public hearing on whether to amend an economic development agreement by extending the Job Creation Grant for an additional two-year period (up to \$200,000) in exchange for proof of Grover Gaming creating up to 200 jobs and agreed-upon investment in taxable real property

ATTACHMENTS

- [📄 Resolution_Amending Grover_Gaming_Agreement.pdf](#)
- [📄 Amendment_No_1_Grover_Gaming_Agreement.pdf](#)

RESOLUTION NO. ___-21
RESOLUTION OF THE GREENVILLE CITY COUNCIL APPROVING AMENDMENT TO
ECONOMIC DEVELOPMENT INCENTIVE FOR GROVER GAMING, INC.

WHEREAS, North Carolina General Statute § 158-7.1 grants authority to the City of Greenville to make appropriations for the purposes of aiding and encouraging the location or expansion of certain business enterprises in the corporate limits of the City or in Pitt County (specifically City’s ETJ), or for other purposes which the City Council finds, in its discretion, will increase employment, taxable property base, and business prospects of the City;

WHEREAS, Grover Gaming, Inc. (“Grover Gaming” or “Company”) is headquartered in the City’s extraterritorial jurisdiction, and is a Company that develops software and gaming systems and does business throughout the United States;

WHEREAS, the Greenville City Council has held a public hearing to consider whether to amend an economic development agreement by extending the Job Creation Grant (cash incentive) for an additional 2 years to be paid to Grover Gaming for the purpose of supporting its project described herein;

WHEREAS, the grant would be paid to Grover Gaming only upon proof that the Company or a separate LLC with similar ownership made the agreed-upon investment in additional real property (acquisition of land) which will be developed into a new headquarters campus, and created up to 200 full-time jobs (“project”);

WHEREAS, Grover Gaming or an LLC with similar ownership plans to acquire land and develop buildings which will serve as its new headquarters campus and thereby enhance Pitt County’s tax base, and create up to an additional 200 jobs, and persons filling the new positions shall work inside the building or buildings;

WHEREAS, if this grant were not approved, the Company might take its economic development project (expansion of business) to another State; and

WHEREAS, the City Council does hereby find and determine that the proposed economic development project will tend to increase the taxable property base of the County or City, increase the business prospects of the City, and create high-paying jobs, and that it is in the public interest to provide assistance, as authorized by North Carolina General Statute § 158-7.1, in order to encourage the Company to develop the project described herein;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that:

- The City approves the appropriation and expenditure of up to \$100,000 annually for an additional 2-year period for Grover Gaming as an economic development incentive (“Job Creation Grant”). The total grant period is now 7 years.

- The amendment to the Economic Development Agreement between the City and Grover Gaming which includes terms that describe the project referenced above is hereby approved.
- New full-time job creation levels during the extension period must be met each year prior to grant funds being dispersed the following year.
- In addition, all new full-time jobs created during the extension period must be maintained until December 31, 2032, to avoid triggering of recapture provisions.
- The Mayor or City Manager is authorized to execute this agreement and any other documents necessary to the project on behalf of the City.

Adopted this 14th day of January, 2021.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

**AMENDMENT NO. 1 TO ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN GROVER GAMING, INC. AND CITY OF GREENVILLE FOR JOB
CREATION WITHIN CITY'S ETJ**

THIS IS AN AMENDMENT TO AGREEMENT (Amendment No. 1) made and entered into this the ___ day of January, 2021, ("effective date"), the agreement 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 Grover Gaming, Inc., a company organized and existing under the laws of the State of North Carolina, hereinafter referred to as the "Company."

BACKGROUND. The City and the Company entered into an agreement titled "ECONOMIC DEVELOPMENT AGREEMENT BETWEEN GROVER GAMING, INC. AND CITY OF GREENVILLE FOR JOB CREATION WITHIN CITY'S ETJ" ("Original Agreement") dated February 13, 2020. The Original Agreement grants a Job Creation Grant of up to \$100,000 per year for a maximum of 5 years. This Amendment No. 1 extends the Job Creation Grant for two additional years and authorizes a Job Creation Grant of up to \$100,000 for each of those years. This Amendment No. 1 is an exception to the Job Creation Grant policy (maximum 5 annual installment payments) because the Company here represents that an extension may allow it to create 200 additional jobs, and invest \$12.5 million dollars in acquisition and improvements to real property within the City's ETJ. In addition, attracting this Company was a competitive process and the Company could have relocated the potential jobs to a different State, and the City funds are protected because the grant is only issued upon the Company presenting proof of job creation and taxable investment in real property as provided in this agreement.

The Original Agreement is amended as follows:

- A. Any reference to the creation of 100 jobs in the original agreement is now referenced as the **initial grant period.**

- B. **The following Whereas Clause under section entitled “Witnesseth” is added before the last “Whereas Clause” to read:**

Whereas, the Company or a LLC with similar ownership shall make investments in additional Land Acquisition, Property and Improvements and the acquisition and improvements shall be made during the period of January 1, 2021 through January 1, 2024. It is expected that cumulative expenditures for said investments will approximate \$12.5 million by January 1, 2024, of which the investments in Property and additional Improvements is part of the consideration for the extension of the grant period and will qualify and result in additional value for ad valorem tax purposes as determined by the Pitt County Tax Office for the purpose of use as the new corporate headquarters and campus for the Company. The additional improvements will be made at a property located in Pitt County and within the City’s extraterritorial jurisdiction. This Amendment No. 1 is contingent on the Company or a LLC with similar ownership acquiring a property within the City’s ETJ and making the additional improvements in the amount described herein. The Company shall provide the City with the final plans for its review for consistency with said depiction and description of the additional Improvements as specified herein prior to a building permit being issued. During the construction of the additional Improvements, the Company will allow the City access onto the Property so that the City may conduct inspections of the work for consistency with said depiction and the description of the additional Improvements as specified herein. The Company shall use its best efforts to have the additional Improvements completed and available for occupancy, as evidenced by the issuance of the certificate of occupancy, no

later than January 1, 2024. The Company will maintain the additional Improvements in place, in good condition (wear and tear excepted) at least through December 31, 2032.

C. The following terms in Section I- Definitions are amended as follows:

- a. “Qualified Job”: means full-time permanent positions that are created during **the initial grant period** within the first two years after the effective date of this agreement, and retained through December 31, 2027; Or full-time permanent positions that are created during **the extension of the grant period** between calendar years 2022-2026, and retained through December 31, 2032, and proof Qualified jobs described herein exist are evidenced by the Company’s annual 4th Quarter NCUI 101 Quarterly Tax and Wage Report and any other documentation as necessary to establish such positions and employment for the applicable duration. Jobs that previously existed at Company and are filled shall not be counted as “Qualified Jobs.” The Company may replace the employee filling the Qualified Job defined herein.
- b. “Economic development incentive payment”, “grant payment” or “payment”: Maximum amount of \$100,000 per year, or \$1,000 per job up to a maximum period of 7 years (fiscal years 2021-2027).

D. New paragraphs are added to Section II entitled “Company” and numbered as 4.1a-d and reads as follows:

4.1. a. In addition to Improvements to real property referenced above made during the initial grant period, the Company or a LLC with similar ownership shall make investments in the Land Acquisition, Property and Improvements as part of the consideration for the **extension of the grant period**. It is expected that cumulative expenditures for said investments will approximate \$12.5 million by January 1, 2024, of which the investments in Property and Improvements will qualify and result in additional value for ad valorem tax purposes as determined by the Pitt

County Tax Office for the purpose of use as the corporate headquarters and campus for the Company. The additional improvements will be made at a property located in Pitt County and the City's extraterritorial jurisdiction. The Company shall provide the City with the final plans for its review for consistency with said depiction and description of the additional Improvements as specified herein prior to a building permit being issued. During the construction of the additional Improvements, the Company will allow the City access onto the Property so that the City may conduct inspections of the work for consistency with said depiction and the description of the additional Improvements as specified herein. The Company shall use its best efforts to have the additional Improvements completed and available for occupancy, as evidenced by the issuance of the certificate of occupancy, no later than January 1, 2024. The Company or a LLC with similar ownership will maintain the Improvements in place, in good condition (wear and tear excepted) at least through December 31, 2032.

- b. A separate LLC with similar ownership shall be the owner of the Property and Improvements continuously during the period from the date of this Agreement until December 31, 2032. The Property and Improvements shall not be tax exempt for property tax purposes continuously during the period from the date of this Agreement until December 31, 2032.
- c. The Company's intent and desire is to create an additional 200 Qualified Jobs during the **extension of the grant period, following the completion of the initial grant period jobs (up to 100)**, for a total of 300 jobs by December 31, 2027. All Qualified Jobs during the extension of the grant period must be maintained until December 31, 2032. All jobs referenced herein must be physically housed in Pitt County.

D.1. The existing paragraph 5, Section II entitled “Company” is amended by striking the last sentence in that paragraph and replacing it with the following sentence below in quotations. In addition, the annual certification (Exhibit A) referenced in this paragraph and attached to original agreement is deleted and revised to read as stated below (see end of this Amendment 1, on or near last page):

5. “In addition, the Company shall complete the annual certification (attached herein and marked as Exhibit A) which documents among other things, the number of Qualified Jobs created during the initial grant period and Improvements made; or Qualified Jobs created during extended grant period, and the real property acquired and improvements made.”

E. Section III entitled “THE CITY” renumbers 6.2 entitled “Payment” as “6.3 Payment” and adds a new 6.2. The revised 6.2 and 6.3 read as follows:

6.2 The City will only make one incentive payment in each of the fiscal years in accordance with the extension of the grant period, and such payments will be based upon the confirmed addition of the specified number of Qualified Jobs and taxable investment in real property as described herein, and shall be made for a two (2) year period (fiscal years 2026-2027) as follows:

a. After the Qualified Jobs are created, the City will provide an annual grant payment equal to the lesser of (i) \$100,000 (if 100 Qualified Jobs created), or (ii) \$1,000 per job added by the Company, based on the number of Qualified Jobs created and compliance with the provisions in the Agreement.

6.3 Payment. Each subsequent year, after creation of the Qualified Jobs the previous calendar year, the City will, within sixty (60) days of receiving sufficient documentation (invoice), pay to the Company an economic development incentive payment in the amount of the lesser of (i) \$100,000, or (ii) \$1,000 per job added by the Company based on the annual 4th Quarter NCUI 101 Quarterly Tax and Wage Report. This same process will be followed by the City and the Company in each calendar year from 2021 and up to and including the entire 7 year

5

grant payment (fiscal years 2021-2027) if the Company is in compliance with the terms of this Agreement.

F. 7.1, 8 and 16 in SECTION IV. - ADDITIONAL PROVISIONS are rewritten to read as follows:

7.1 If the Company shall commit a material breach of a material obligation hereunder including without limitation, the obligation to maintain Qualified Jobs (**initial grant period**) through December 31, 2027, and Qualified Jobs **extension of grant period** through December 31, 2032 and; the obligation to remain the owner of the Property and Improvements at least through December 31, 2027; and the obligation that the Property and Improvements (**initial grant period**) not be tax exempt for property tax purposes at least through December 31, 2027; and the obligation that a LLC with similar ownership make acquisition of a separate Property and make additional Improvements to such property in consideration of the **extension of grant period** through December 31, 2032 as specified in this Agreement.

8. Remedy: If an Event of Default occurs, the obligation of the City as set out herein shall immediately terminate.

A) Additionally, if an Event of Default involves either the Company not being the owner of the Property and the Improvements; the Property and the Improvements being deemed tax exempt for property tax purposes or the Company fails to create Qualified Jobs or maintain such jobs for the length of time specified in this agreement (**initial grant period** through December 31, 2027); or

B). If an Event of Default involves a **LLC with similar ownership** as specified above (Section 3b) not being the owner of the additional Property and the Improvements referred to above as part of the consideration for the **extension of the grant period**; the additional Property and the Improvements being deemed tax exempt for property tax

purposes or the **Company or a LLC with similar ownership** fails to create Qualified Jobs or maintain such jobs for the length of time specified in this agreement **extension of grant period** through December 31, 2032, then the Company and/or **LLC with similar ownership** shall make a repayment to the City of grant payments made by the City to the Company pursuant to this Agreement as follows:

Initial Grant Period remedies:

- (i) If such Event of Default occurs on or before December 31, 2024, the repayment amount shall be 100% of the grant payments.
- (ii) If such Event of Default occurs on or after January 1, 2025, and on or before December 31, 2025, the repayment amount shall be 67% of the grant payments.
- (iii) If such Event of Default occurs on or after January 1, 2026, and on or before December 31, 2026, the repayment amount shall be 34% of the grant payments.

Extended Grant Period remedies:

- (i) If such Event of Default occurs on or before December 31, 2029, the repayment amount shall be 100% of the grant payments.
- (ii) If such Event of Default occurs on or after January 1, 2030, and on or before December 31, 2030, the repayment amount shall be 67% of the grant payments.
- (iii) If such Event of Default occurs on or after January 1, 2031, and on or before December 31, 2031, the repayment amount shall be 34% of the grant payments.

16. The term of this Agreement shall commence on the effective date of this Agreement as defined herein and expire on **December 31, 2032**, unless earlier terminated as provided herein.

All remaining terms and conditions of the Original Agreement are not amended by this Amendment No. 1, and such provisions in the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment to

Agreement have set their hands and seals as of the day and year first above written.
1140456
12/29/2020

City of Greenville

By: _____
P.J. Connelly, Mayor

Attest: (SEAL)

Valerie Shiuwegar, City Clerk

Grover Gaming, Inc.

By: _____
Garrett Blackwelder

APPROVED AS TO FORM:

BY: _____
Emanuel McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

BY: _____
Byron Hayes, CPA, Director of Financial Services

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, _____ a Notary Public of said county and state, certify that Valerie Shiuwegar, City Clerk personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipal corporation, and that by authority duly given and as the act of the City of Greenville, the foregoing instrument was signed in its name by its Mayor, sealed with the City Seal, and attested by herself as City Clerk.

Witness my hand and seal this the _____ day of _____, 2021.

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Garrett Blackwelder personally came before me this day and acknowledged that he is the CEO of Grover Gaming, Inc., a corporation, and acknowledged the due execution of the foregoing instrument on behalf of the corporation.

Witness my hand and seal this the _____ day of _____, 2021.

Notary Public

My commission expires: _____

EXHIBIT A
ANNUAL CERTIFICATION

TO: City of Greenville
ATTN: City Manager
P.O. Box 7207
Greenville, NC 27835

This Certificate is delivered pursuant to the Economic Development Agreement (the "Agreement") dated February ____, 2020, between the City of Greenville ("City") and Grover Gaming, Inc. ("Company"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement. The terms of the Agreement are incorporated into this Certificate as if fully set forth herein. Reference herein to the Agreement includes any Amendments to the Agreement including Amendment No. 1.

I do hereby certify, for and on behalf of the Company, that

Initial Grant Period:

- (a) The following Improvements were made during the Improvement Period from January 1, 2020, through June 1, 2020:
- (b) The amount of the personal and real property valuations of the Property and Improvements, as of January 1, 20__, are in the amount of _____.
- (c) The following new jobs have been added:
- (d) Proof of taxes paid is attached to this certificate.

Extended Grant Period:

- (e) Real property acquired and improved during the period of January 1, 2021 through January 1, 2024.
- (f) The amount of the personal and real property valuations of the Property and Improvements, as of January 1, 20__, are in the amount of _____.
- (g) The following new jobs have been added:
- (h) Proof of taxes paid is attached to this certificate.

Certified, this the ____ day of _____, 20__.

Grover Gaming, Inc.

By: _____

Title: _____



City of Greenville, North Carolina

Meeting Date: 01/14/2021

Title of Item: Approval of Right of Way Agreement and Memorandum of Understanding with Metro Fibernet, LLC

Explanation: Metro Fibernet, LLC (MetroNet) is interested in providing fiber service in the City of Greenville. MetroNet intends to construct and operate Fiber To The Premises (FTTP) state-of-the-art voice, video, and internet services to residents and businesses in Greenville.

The Right of Way Agreement sets out the standards for the use of and construction in the City's Rights of Ways, and the Memorandum of Understanding sets out MetroNet's service standard intentions.

Fiscal Note: MetroNet will be responsible for the cost of installation, maintenance and repair, including the cost of the repairs to streets and pavement associated with the construction. City resources will be required to provide plan review and inspection services to support the construction of the fiber network estimated at no more than \$500,000.

Recommendation: Staff recommends the City Council approve the Right of Way Agreement and Memorandum of Understanding.

ATTACHMENTS

 [MetroNet Right of Way Agreement.pdf](#)

 [MetroNet MOU.pdf](#)

RIGHT OF WAY AGREEMENT

THIS RIGHT OF WAY AGREEMENT ("Agreement") made and entered into this the ____ of _____, ____ by and between the **CITY OF GREENVILLE**, a municipal corporation created under the laws of the State of North Carolina, P.O. Box 7207, Greenville, NC 27835, hereinafter referred to as the "**CITY**", and **Metro Fibernet, LLC**, a Nevada limited liability company authorized to do business in North Carolina, hereinafter referred to as "**METRONET.**" METRONET and the CITY are sometimes referred to herein collectively as the "Parties", each individually a "Party".

W I T N E S S E T H

WHEREAS, METRONET plans to invest up to \$35,000,000 to construct and operate a fiber-to-the-premises network ("Fiber Network") for purposes of providing state-of-the art fiber based voice, video and Internet services to residents and businesses in the CITY, and the CITY desires for METRONET to construct and operate such a Fiber Network in the CITY; and

WHEREAS, METRONET has previously obtained a Certificate for Local Exchange and Exchange Access from the North Carolina Utilities Commission ("CLEC Certification") and will obtain a cable franchise from the North Carolina Department of the Secretary of State ("Cable Franchise") prior to commencing video services in the CITY (The "CLEC Certification" and "Cable Franchise" are collectively referred to herein as the "Regulatory Approvals"); and

WHEREAS, the Regulatory Approvals grant METRONET the right to encroach and utilize the Public Rights of Way within the corporate limits of the CITY; and

WHEREAS, pursuant to North Carolina General Statute § 160A-296, the CITY has the right control the use of Public Rights of Way to keep them in proper repair and operation; and

WHEREAS, the Parties wish to enter into an agreement governing METRONET's use of the Public Rights of Way for purposes of constructing and maintaining the Fiber Network; and

NOW, THEREFORE, with the present intent to be bound, the Parties agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this Agreement the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

"Council" means the City Council of the City of Greenville.

"GUC" means Greenville Utilities Commission.

“Facilities” means, without limitation, fiber optic cables, conduits, converters, splice boxes, cabinets, handholds, manholes, vaults, equipment, surface location markers, appurtenances, and related facilities to be located by METRONET in the Public Rights of Way for purposes of constructing and operating the Fiber Network.

“Force Majeure Event”. means any event or circumstance beyond the reasonable control of the Party claiming the existence of such force majeure event, including but not limited to any earthquake, hurricane, tornado or similar weather, fire, flood, lightning, sinkhole or other forces of nature, pandemics, act of war, terrorism or civil unrest, strikes, lockout or other labor unrest, legal order, government action or application of laws, regulations or codes.

“NCDOT” means North Carolina Department of Transportation.

“Law” means any local, state or federal legislative, judicial or administrative order, certificate, decision statute, constitution, ordinance, resolution, regulation, rule, tariff, guideline or other requirement, as amended, now in effect or subsequently enacted or issued during the term of this Agreement, including, but not limited to, the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub.L. No. 104-104, 110 Stat. 70, codified at 47 U.S.C., and all orders, rules, tariffs, guidelines and regulations issued by the Federal Communications Commission or the North Carolina Utilities Commission pursuant thereto.

“Public Rights of Way” or “Public Way” means the surface, the airspace above the surface and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway or other public rights of way within the CITY which shall entitle the CITY and METRONET to the use thereof for the purpose of installing and maintaining Facilities owned by METRONET.

“Required Rights” All tangible and intangible rights required by Law to locate and operate Facilities in the Public Way including, but not limited to, regulatory rights, easements, licenses, pole attachment agreements, railroad crossing agreements, and NCDOT encroachment agreements.

“State” means the State of North Carolina.

SECTION 2. GENERAL PROVISIONS

- a. Use of Public Rights of Way. METRONET shall comply with all design, construction, safety, and performance provisions contained in this Agreement and other applicable local codes and ordinances. METRONET accepts the Public Way "as is" and "where is" and assumes all risks related to the use.
- b. Location of Public Rights of Way and Existing Utilities. It is the responsibility of METRONET to determine the location of the Public Rights Of Way and utilities located therein. In compliance with applicable Law, METRONET shall notify other utility owners prior to performing underground construction activities in the Public Way and provide protection and safeguards to prevent damage or interruption to existing facilities and to maintain accessibility to existing utilities. Cost to repair,

restore, or relocate existing facilities in the Public Way shall be the responsibility of METRONET. To the extent applicable, METRONET agrees to fully comply with Underground Utility Safety and Damage Prevention Act, Article 8A of Chapter 87 of the NCGS. Notwithstanding anything herein to the contrary, METRONET shall not be responsible for damage to any facilities or property in the Public Way which was not marked or improperly marked in conformance with applicable Law. Additionally, METRONET shall not be responsible for any damage to property or facilities improperly located in the Public Way.

- c. Use of Areas Outside the Public Rights of Way. METRONET shall secure all Required Rights for encroachment or other use of property outside the Public Way. The CITY neither promises nor contracts to obtain or acquire easements or rights of way for the construction, installation, maintenance or operation of METRONET's Facilities. For the avoidance of doubt, METRONET will not be required to obtain permits from the CITY to install any aerial or underground facilities to locate in easements set aside for use by a public utility but not owned or controlled by the CITY. METRONET acknowledges that it will have to obtain separate permits for any county or State controlled right of way.
- d. Police Powers. METRONET's rights under this Agreement are subject to the police powers of the CITY to adopt and enforce ordinances for the health, safety and welfare of the public to the extent allowed by Law. METRONET shall comply with all applicable general laws and ordinances enacted by the CITY pursuant to that power (for instance, CITY's noise ordinance). In the event the CITY reasonably determines that a contractor of METRONET is jeopardizing the health, safety or welfare of the public, the CITY may request METRONET remove such contractor, which request shall not be unreasonably denied or delayed.
- e. METRONET's Encroachment into Public Rights Of Way. Except as may be explicitly provided herein, this Agreement does not: (i) convey any right, title or interest in the Public Rights Of Way; (ii) divest the CITY of any interest in the Public Rights of Way; or (iii) constitute any warranty of the CITY's title or legal interest in the Public Rights of Way.
- f. E-verify. If this agreement is subject to NCGS § 143-133.3, METRONET and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

SECTION 3. TERM

The initial term of this Agreement is twenty (20) years (the "First Term"). Upon the expiration of the First Term, the Agreement shall automatically renew for successive one-year terms unless terminated by either Party as follows: (i) by delivering notice to the non-terminating Party at least sixty (60) prior to the expiration of the then current term, or (ii) exercising any right such Party may have to terminate this Agreement as expressly provided herein.

SECTION 4. CONSTRUCTION AND TECHNICAL STANDARDS

- a. Compliance with Construction and Technical Standards. METRONET shall construct, install and maintain its Facilities in an orderly and skillful manner consistent with applicable Law.
- b. Tree Trimming Plan for Overhead Lines. After approval of METRONET’s construction plan by the CITY, METRONET shall submit to the CITY a tree trimming plan if required by the Director of Public Works for review and approval by the CITY arborist.
- c. Approval of Construction Plan. Prior to the placement or installation of any part of METRONET’s Facilities within the Public Rights of Way, METRONET shall first submit to the Director of Public Works or their designee, a construction plan for the Construction Area of the Fiber Network to be constructed. The construction plan shall consist of detailed construction drawings in the forms set forth in Exhibit A. METRONET agrees to reasonably cooperate with the CITY to provide any additional information and documentation necessary to help the CITY evaluate METRONET’s construction plan. Upon approval of the construction plan for a Construction Area, the CITY will issue a single construction permit for all Public Rights of Way in the Construction Area where MetroNet intends to place or install Facilities as set forth in the construction plan. The CITY agrees to issue the permit for the first Construction Area to METRONET within forty-five (45) days of METRONET’s submittal of the construction plan for such Construction Area. The CITY agrees to issue permits for each subsequent Construction Area within thirty (30) days of METRONET’s submittal of the construction plan for such Construction Area. Upon issuance, such permit shall become part of this Agreement. For the purposes of this section, “Construction Area” shall be an area of the CITY subdivided by geographic areas (“LCPs”) with a total of up to 5,000 business and residential passes. The construction plan for each Construction Area or LCP shall be sealed by a North Carolina licensed Professional Engineer.
- d. Required Rights. Prior to the installation of any Facilities in the Public Way, METRONET represents and warrants to the CITY it will obtain any necessary Required Rights. METRONET will indemnify and hold the CITY harmless from any loss, cost or damage directly resulting from any third party claim that METRONET did not obtain any necessary Required Rights to locate its Facilities in the Public Way.
- e. Construction Permit. No placement or installation of any part of METRONET’S Facilities in the Public Way shall be commenced by any person until a construction permit has been issued by the Director of Public Works; provided further, that such permit shall not be unreasonably withheld, conditioned or delayed by the City.
- f. Commencement of Construction. METRONET shall provide the following to the Director of Public Works at least three (3) working days before the start of physical construction in the Public Way.
 - (1) Application for a Right-of-Way Excavation & Restoration Permit
 - (2) Traffic Control Plan
 - (3) Proposed schedule of operations
 - (4) The name(s) and phone numbers of the project contact person(s)

- (5) Tree trimming plan for overhead lines if applicable
- g. Permit Fees. Except as expressly set forth in this Agreement, the CITY shall not charge METRONET fees for any permits required to construct, operate or maintain the Fiber Network in the Public Way including, but not limited to, fees for Right-of-Way Excavation and Restoration Permits.
- h. Traffic Control Plan. METRONET shall submit prepare and coordinate with the CITY Traffic Engineer a Traffic Control Plan to be submitted with the application for a Right-of-Way Excavation & Restoration Permit. The Traffic Control Plan shall be prepared in accordance with the Manual on Uniform Traffic Control Devices and amendments or supplements thereto (MUTCD) as published by the Federal Highway Administration. METRONET shall install and maintain all traffic control devices in accordance with the plan and MUTCD. Street or lane closures shall be limited to the hours between 8:30AM and 4:30 PM, Monday-Friday or as approved by the CITY Traffic Engineer.
- i. Record Drawings. Within ninety (90) days after the completion of the Fiber Network, METRONET shall provide to the Director of Public Works two (2) printed copies along with a PDF file, and a digital version compatible with ESRI GIS software of all METRONET Facilities located in the Public Way.
- j. Utility Poles; Pole Attachment Agreements. (i) Subject to the following requirements, METRONET will have the ability to place utility poles in the Public Rights of Way on a limited basis in accordance with the following:
- (1) METRONET will not seek to install a utility pole in any areas of the CITY where all of the utilities are located underground;
 - (2) Prior to requesting to place a utility pole in the Public Way, METRONET must be unable to use an existing utility pole in the general area where it wishes to place a utility pole due to High Make Ready Costs or Excessive Delays gaining access to the existing utility poles. “High Make Ready Costs” means make ready costs that exceed \$2,500 per pole. “Excessive Delays” means a pole survey process that takes longer than 60 days after submission of a completed pole application and make ready work that takes longer than 90 days after payment by METRONET of estimated make ready costs;
 - (3) any requested utility pole will be added to an existing utility pole line;
 - (4) any requested utility pole will be located on the same side of the road as an existing utility pole line;
 - (5) METRONET will make reasonable accommodations requested by the CITY to improve the aesthetics of a requested utility pole in the area where it is to be located;
 - (6) the location of a requested utility pole will not adversely affect the health, safety or welfare of any person;

- (7) METRONET will make the requested utility pole available to any other communications provider on just and reasonable terms subject to loading requirements and space availability;
 - (8) If a utility company installs a new utility pole that will accommodate METRONET'S Facilities in any area where METRONET has installed a utility pole, provided METRONET has access to the new utility pole under reasonable terms and conditions, within a reasonable time period after being notified by the CITY, METRONET will move its Facilities to the new utility pole and will remove the METRONET utility pole from the Public Way.
 - (ii) METRONET represents that it has (or will have before attaching its facilities) the Required Rights to attach its facilities to poles of utilities within the Public Rights of Way.
- k. Requirement for Underground Installations. In those areas of the CITY where all utilities serving the area are underground at the time of installation, METRONET shall install its Facilities underground. In areas where other utility facilities are above ground at the time of installation, METRONET may install its Facilities above ground. When performing underground construction, MetroNet shall use commercially reasonable efforts to install all cables in a conduit by directional bore. The conduit shall be parallel with electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations. Open cut of paved street sections will not be permitted. At such time as all utilities and cable serving the area are required to be placed underground by the CITY or are placed underground, METRONET shall likewise place its Facilities underground without cost to the CITY.
- l. Micro-Trenching. In areas with high underground construction costs and/or where the deployment of conduit is not cost effective or feasible, on a case-by-case basis, subject to CITY approval, which approval will not be unreasonably withheld, conditioned or delayed, METRONET may install its Facilities utilizing open trench or micro-trenching technology and procedures.
- m. Applicable Standards. When constructing the Fiber Network in the Public Way, METRONET shall at all times comply with applicable Law; and (2) the standards as set forth in this Agreement.
- n. Interference with Persons, Improvements, Public and Private Property and Utilities. METRONET's Facilities shall be located, erected and maintained so that its Fiber Network shall:
- (1) Not endanger or interfere with the health, safety or lives of persons;
 - (2) Not interfere with the utilization of the Public Way by the CITY or utilization by the GUC of the Public Way or facilities maintained by GUC;
 - (3) Not interfere with the free and proper use of the Public Way, except to the minimum extent possible during actual construction, repair or removal;
 - (4) Not interfere with the rights and reasonable convenience of private property owners, except to the minimum extent possible during actual construction, repair or removal; and

- (5) Not obstruct, hinder or interfere with any properly located gas, electric, water or other utilities, cable, telecommunication or telephone facilities located within the CITY.

o. Excavation and Work in Public Streets; Application; Restoration; Damage; Locates.

- (1) Prior to the start of any permitted work under this Agreement, METRONET shall make application for a Right-of-Way Excavation and Restoration Permit.
- (2) METRONET shall install its cable by directional boring. METRONET may excavate or disturb pavement, curb, gutters, sidewalks, driveways, or other surfacing in or on any Public Way, or public place as necessary for directional boring. Open cutting of the paved street section is not permitted. Manholes and handholes shall not be visible in residential areas unless approved by the Director of Public Works who may require a route change. If authorized in writing by the Director of Public Works, sidewalks may be excavated for the placement of manholes and handholes.
- (3) Excavations or borings made by METRONET under the Public Way or public places of the CITY, pursuant to this Agreement, shall be made in compliance with the ordinances and regulations of the CITY in effect at the time of such excavation.
- (4) Prior to any excavation in or boring under the Public Way, in accordance with applicable Law, METRONET shall notify all utilities that may be affected by such excavation in or boring under the Public Way or property upon which the work is to be done, and the nature of the work to be performed. Additionally, the services of North Carolina One-Call may be used to notify its member utilities.
- (5) In situations deemed by METRONET to constitute an emergency involving a danger to the public health, safety and welfare, METRONET shall notify the Director of Public Works of the nature and the location and of the potential hazard.
- (6) During the installation, repair or removal of METRONET's Facilities in or on any Public Way or public place, METRONET agrees to provide at all times proper signs, signal lights, flagmen, barricades, and other warning devices for the protection of pedestrian and vehicular traffic in conformance with the approved Traffic Control Plan and MUTCD.
- (7) METRONET shall exercise due care in the operation, installation, alteration, repair or removal of its Facilities. If any utility or property of the CITY or GUC, real or personal, is damaged, impaired or destroyed as a result of either the negligent or intentional acts of METRONET, its employees, agents or persons operating under its direction, supervision or control, METRONET shall be liable to the CITY or GUC, as the case may be, for such damages, including but not limited to the cost to repair or replace the utility or property.
- (8) METRONET shall adhere to the following restoration requirements.
 - (a) Immediately after METRONET installs or repairs its Facilities within an existing street or vehicular access, METRONET shall backfill and complete pavement restoration in

- accordance with the CITY's Right of Way Excavation and Restoration Permit. Unless permanent resurfacing is to be placed immediately, temporary bituminous resurfacing, a minimum of two inches thick or as otherwise specified, shall be placed and properly maintained by METRONET. Alternatively, METRONET may temporarily backfill and plate the trench. The plates if located in the street shall be installed flush with the surrounding pavement and secured by applying either hot or cold mix asphalt around the perimeter of the plate. At no time shall the plates be placed in such a manner that causes a traffic hazard to vehicles, pedestrians, cyclists and other non-vehicular traffic.
- (b) METRONET shall restore and replace landscaping including landscaping behind the back of curb or in non-traffic areas that have been destroyed, disturbed, or damaged by such work in accordance with the CITY's Manual of Standard Designs and Details and the Right of Way Excavation and Restoration Permit within 10 days. All landscaping restorations shall be done with like materials (i.e. Bermuda grass shall be repaired or replaced with Bermuda sod; zoysia grass shall be repaired/replaced with zoysia sod, etc.)
 - (c) In order to ensure compliance with this Section, the Director of Public Works or any other designee of the City Manager may conduct an on-site or remote inspection.
- (9) If the installation, alteration, repair or removal of the Facilities in or on any Public Way or public place requires the temporary removal of bricks, grates, trees or other property or materials belonging to the CITY, METRONET shall, until such materials are reinstalled, and in the exercise of due care, store said property or materials in a safe place satisfactory to the CITY to minimize the risk of damage or theft.
 - (10) METRONET shall preserve and protect all trees and shrubbery located within the Public Way, and public places of the CITY from damage by METRONET. METRONET shall comply with the regulations of the CITY concerning the preservation and protection of trees and shrubs. METRONET shall pay to the CITY the cost of treating, removing and replacing any tree or shrub on the Public Way and public places of the CITY which has been damaged or destroyed as a result of the work of METRONET.
 - (11) Whenever the CITY, GUC, or NCDOT, or their successors or assigns, within the exercise of reasonable police power, for the benefit of the public safety, plan to widen, modify, close, relocate, grade or regrade any public street, sidewalk, or other public way, in, along, under or across, which METRONET shall have installed any of its Facilities, it shall be the duty of METRONET, upon reasonable notice by the proper authority, and at no cost to the CITY, GUC, or NCDOT to remove or relocate as necessary its Facilities.
 - (12) METRONET shall, on the request of any person holding a building moving permit issued by the CITY, temporarily raise or lower its lines to permit the moving of buildings. The expense of such temporary removal, raising or lowering of lines shall be paid by the person requesting the same, and METRONET shall have the authority to require such payment in advance. METRONET shall be given not less than fifteen (15) working days advance notice to arrange for such temporary line changes.

- (13) Any damage to METRONET's encroaching structure caused by the CITY's or GUC's use of its rights of way for construction or maintenance work in the ordinary course of its business, shall be borne by METRONET except where such damage is caused by the sole negligence or willful misconduct of the CITY.
- (14) For the two (2) years immediately following the date of this Agreement (the "Initial Build Period"), METRONET has proposed a schedule for installation that may require the CITY to engage an independent contractor to perform some of the CITY's North Carolina One Call locates (the "Locate Contractor"). During the Initial Build Period, if the CITY reasonably determines it is necessary to engage a Locate Contractor in order to perform locates in connection with the installation of METRONET'S facilities, METRONET will reimburse the CITY for reasonable fees paid by the CITY to the Locate Contractor for such work. The CITY and METRONET will agree to the fee to be paid to the Locate Contractor in advance of any work being performed. The CITY will issue invoices to METRONET for the Locate Contractor's fees at reasonable intervals and Metronet shall pay such invoices within thirty (30) days of receipt. The CITY will provide appropriate documentation supporting its invoices.

p. Removal and Abandonment.

- (1) If any portion of the above-ground Facilities covered under this Agreement are no longer used by METRONET, or are abandoned for a period in excess of one hundred eighty (180) days, or MetroNet loses any Required Right to locate its above-ground Facilities in the Public Way for more than sixty (60) days, METRONET shall notify the CITY and shall vacate and remove the above-ground Facilities at its own expense within a reasonable time period provided that the Director of the Department of Public Works may, at that time, agree in writing, upon the written request of METRONET to allow abandonment of some or all of its above-ground Facilities in place, if METRONET will transfer ownership of any abandoned Facilities to the CITY.
- (2) If any portion of the underground Facilities covered under this Agreement are no longer used by METRONET, or are abandoned for a period in excess of one hundred eighty (180) days, or MetroNet loses any Required Right to locate its underground Facilities in the Public Way for more than sixty (60) days, METRONET shall notify the CITY. The Director of the Department of Public Works may, at that time, agree in writing, upon the written request of METRONET to allow abandonment of some or all of its underground Facilities in place, if METRONET will transfer ownership of any abandoned underground Facilities to the CITY. Should any removal of METRONET'S underground Facilities be approved by the Director of Public Works, METRONET shall thereafter apply for and obtain any necessary permits. METRONET shall not excavate or disturb pavement, curb, gutters, sidewalks, driveways, or other surfaces in or on any street, Public Way or public place to remove underground facilities without a CITY permit. If a permit is issued by the City, METRONET shall, in a timely fashion and to the CITY's reasonable satisfaction, refill, at its own expense, any excavation and boring that shall be made by it and shall leave all Public Ways and places in as good a condition or better as that prevailing prior to METRONET's removal of its Facilities without affecting the facilities of other utilities located in the Public Way. The CITY shall inspect and approve the condition of the Public Ways after METRONET has removed its underground

Facilities. This Agreement shall continue in full force and effect until METRONET has complied with the requirements of this Section.

(3) In the event of a failure by METRONET to complete any work required in this Section in a timely fashion, the CITY may cause such removal work to be done on behalf of METRONET and METRONET shall reimburse the CITY the cost thereof within thirty (30) days after receipt of an itemized list of such costs or the CITY may recover such costs through the performance bond provided by METRONET. The CITY shall be permitted to seek legal and equitable relief to enforce the provisions of this Section.

q. Work Hours. METRONET and its contractors may perform construction activities including, but not limited to, boring, aerial construction, pulling cable, splicing and clean-up work (“Construction Activities”) from 7 AM until sunset, Monday through Friday. METRONET and its contractors will perform all Construction Activities with the exception of boring, which will not be performed on the weekend, from 7 AM until sunset, Saturday and Sunday.

SECTION 5. EMERGENCY CONTACTS

- a. Coordination of Emergency Events. In case of an emergency, the CITY will act to protect the public health and safety of its citizens and to protect public and private property, notwithstanding any provision in this Agreement. In the event addressing the emergency impacts METRONET’s Facilities, the CITY will make every reasonable effort to coordinate its emergency response with METRONET.
- b. Notice of Changes. METRONET will keep emergency contact information current, and provide the Director of Public Works with information as to changes within a reasonable time.
- c. Response to Network Emergency. In case of a Fiber Network emergency, METRONET may access its Facilities without first obtaining a permit to disturb the Public Way provided METRONET has conducted network trouble-shooting and diagnostic tests and has reasonably identified the point or points of network failure or malfunction. While acting under this provision to address a network emergency, METRONET shall conduct its activities within the Public Way in such a manner as to protect public and private property. METRONET will make every reasonable effort to coordinate its emergency response with the CITY. To that end, prior to entering the Public Way, METRONET will use its commercially reasonable best efforts to contact the Director of Public Works and give as much notice to CITY of the network emergency and an estimated time period to address the situation.

SECTION 6. ASSIGNMENT AND TRANSFER OF OWNERSHIP OR CONTROL

Except as expressly set forth herein, no assignment of the rights and obligations granted hereunder or transfer of ownership or control of the Facilities shall occur unless approved by the CITY. A transfer of ownership or control of the Facilities shall comply with all applicable Law. METRONET shall promptly notify the CITY of its intent to assign this Agreement or transfer ownership or control of the Facilities and shall provide the CITY with a true copy of all the documents relating to such assignment or ownership transfer. The transferee is required to accept this Agreement and all of its terms, provisions, and any

amendments at the time of transfer. Performance bond and letter of credit, insurance are required from the transferee before the transfer is complete. Notification to the CITY shall be as outlined herein. Notwithstanding anything herein to the contrary, METRONET shall be permitted to assign this Agreement and transfer ownership and control of its Facilities to any other entity with which it is affiliated through ownership (for example, a corporate parent, a subsidiary, or a subsidiary of a corporate parent) providing that such other entity undertakes all the obligations of METRONET under this Agreement.

**SECTION 7.
PERFORMANCE BOND, LETTER OF CREDIT, INSURANCE, AND INDEMNIFICATION.**

- a. Performance Bond or Letter of Credit. Within ten (10) days following approval of this Agreement by the Council, METRONET shall deliver to the CITY a performance bond issued by a surety licensed in North Carolina in the amount of \$100,000 (“Security Fund”). The form and content of the bond shall be approved by the CITY. Failure to timely obtain, file and maintain said bond shall constitute a substantial violation of this Agreement.
- (1) The Security Fund shall serve as security for:
 - (a) The faithful performance by METRONET of all the terms and conditions of the Agreement.
 - (b) Any expenditure, damage or loss incurred by the CITY occasioned by METRONET’s unexcused or uncured failure to comply with all lawful rules, regulations, orders, permits and other directives of the CITY issued pursuant to this Agreement.
 - (c) The payment by METRONET of all liens and taxes, and all damages, claims, costs or expenses which the CITY has been compelled to pay or incur by reason of any act or default of METRONET, and all other payments due the CITY from METRONET pursuant to this Agreement.
 - (d) The costs and expenses incurred by the CITY as a result of METRONET's abandonment of its Facilities at any time during the term of the Agreement or any extension thereto; or City’s performance of work that METRONET should have performed.
 - (2) If METRONET fails to repay to the CITY any damages, costs or expenses which the CITY shall be compelled to pay by reason of any act or default of METRONET in connection with this Agreement, the CITY may then demand payment from the Security Fund.
 - (3) The CITY shall be the beneficiary under the performance bond. METRONET shall not use the Security Fund for other purposes and shall not assign, pledge or otherwise use this security fund as security for any other purpose.
 - (4) The CITY, with the approval of Council, may, in its discretion, decrease the amount of or eliminate the Security Fund in consideration of the financial stability of METRONET.
 - (5) If METRONET fails to pay the CITY any fees, penalties, claims, liens or damages owed to the CITY after thirty (30) days written notice to pay to the CITY, specifying the amount owed and

the nature of amount owed, the CITY may remedy such failure by METRONET by demand on the Security Fund.

- (6) In the event that amounts are withdrawn by the CITY from the Security Fund pursuant to this Section, METRONET shall restore the Security Fund to the amount it was prior to the CITY's claim within ten (10) business days of notification by the CITY of its withdrawal against the Security Fund.
- (7) The rights reserved to the CITY with respect to the Security Fund are in addition to all other rights of the CITY, whether reserved by this Agreement, or authorized by law, and no action, proceeding or exercise of a right with respect to such a performance bond shall affect any other right the CITY may have except to the extent payment satisfies a CITY claim.
- (8) The Security Fund shall contain the following endorsement: *"It is hereby understood and agreed that this instrument shall not be cancelled by the surety nor the intention not to renew be stated by the surety until 30 days after receipt by the CITY, by registered mail, from a surety of written notice of such an intention to cancel or not to renew."*
- (9) The Security Fund shall be maintained in force by METRONET for the longer of the following time periods: (i) three (3) years from the date of issuance, or (ii), until the date of substantial completion of the construction of the Fiber Network by METRONET plus an additional twelve (12) months. In the event the performance bond would expire before the above-prescribed period of time, METRONET shall renew the performance bond not less than thirty (30) days prior to its expiration and provide a copy of the renewal to the CITY. For the purposes of this Section 7(a)(9), "the date of substantial completion of the construction of the Fiber Network" shall mean completion of construction within 90% of areas within the CITY excluding those areas of the CITY that are either (i) privately owned and METRONET cannot reasonably obtain access to install its facilities or (ii) have existing Fiber to the Premises (FTTP) services from another provider. Not less than 30 days after achieving substantial completion of construction, METRONET shall cause notice of such date of substantial completion of construction to be sent to CITY for concurrence. The parties shall engage in good faith negotiations to resolve any dispute regarding the date of substantial completion of construction, and the Security Fund shall be maintained in force during the pendency of any such dispute.

b. Insurance. At all times during the Term of this Agreement, METRONET shall maintain a Certificate of Insurance ("COI") in accordance with the requirements set forth in this Section.

- (1) A COI in compliance with this Section must be furnished before work begins. The COI must be issued by an authorized representative of the insurance carrier(s). The COI must have the Insurance Company name and NAIC number clearly identified.
- (2) METRONET shall immediately advise the CITY of any litigation arising out of this Agreement that may develop that would affect the insurance to be provided by METRONET under this Agreement.

- (3) Neither the provisions of this Section nor any damages recovered by the CITY hereunder, shall be construed to limit the liability of METRONET under the Agreement.
- (4) METRONET shall provide at least thirty (30) days' prior written notice to CITY of cancellation or non-renewal of any required insurance coverage that is not replaced.
- (5) All insurance policies provided under the provisions of this Agreement shall be written by companies authorized to do business in the State of North Carolina and approved by the State Commissioner of Insurance.
- (6) METRONET shall include the CITY as an Additional Insured to the General Liability and Automobile Liability policies including those of its subcontractors while working hereunder.
- (7) Commercial General Liability: METRONET shall maintain a commercial general liability policy with the following limits:

Each Occurrence:	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

The form of coverage must be the ISO CG 00 01 policy or equivalent as approved by the State of North Carolina Department of Insurance. Certificates evidencing ongoing completed operations coverage shall be provided for at least two years following the termination or expiration of this Agreement.

- (8) Commercial Automobile Liability: METRONET shall maintain a commercial automobile liability policy with the following limits:

Limits: \$1,000,000 combined single limit.

- (9) Workers' Compensation Insurance: METRONET shall maintain a worker' compensation policy with the following limits:

Limits:

Workers Compensation: Statutory for the State of North Carolina

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident
 Bodily Injury by Disease \$1,000,000 policy limit
 Bodily Injury by Disease \$1,000,000 each employee.

Workers Compensation must include all employees.

- (10) Umbrella Liability

An Umbrella or excess liability policy covering General Liability, Automobile Liability and

Employers Liability with a minimum limit of \$10,000,000 is required. METRONET may use any combination of primary and excess umbrella coverage to meet required aggregate limits.

Notwithstanding the forgoing, METRONET may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event METRONET elects to self-insure its obligation under this Agreement to include CITY as an additional insured, the following conditions apply: (i) CITY shall promptly and no later than thirty (30) days after notice thereof provide METRONET with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide METRONET with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) CITY shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of METRONET; and (iii) CITY shall fully cooperate with METRONET in the defense of the claim, demand, lawsuit, or the like.

c. Indemnification.

- (1) With the exception of any loss, cost of damage resulting from any Indemnitees negligence or willful misconduct, To the maximum extent allowed by law, METRONET shall defend, indemnify, and save harmless Indemnitees from and against all Charges that directly arise from, in direct connection with, or directly out of this Agreement as a result of the negligent acts or omissions of METRONET or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection (1) METRONET shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to the CITY.
- (2) As used in subsections (1) above and (3) below, “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within “Charges” are (1) interest and reasonable attorneys’ fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this Agreement). “Indemnitees” means CITY and GUC, and their officers, officials, independent contractors, agents, and employees, excluding METRONET.
- (3) Nothing in this section shall affect any warranties in favor of the CITY that are otherwise provided in or arise out of this Agreement. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Agreement.
- (4) This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of METRONET under this Agreement.

**SECTION 8.
DEFAULT AND REMEDIES**

In the event either Party fails to perform any of its material obligations under this Agreement (the “Defaulting Party”), the other Party (the “Non-Defaulting Party”) may give written notice to the Defaulting Party which notice shall: (a) identify the section of this Agreement believed to be in default; and (b) provide a reasonably detailed description of the default. The Defaulting Party shall have thirty (30) days in which to cure the default, provide written or other documentary evidence that no default has in fact occurred, or provide a written detailed plan which describes how and when the default shall be corrected within a reasonable time if such default cannot be corrected within the aforesaid thirty (30) day period and promptly and diligently pursue the completion of such plan until the default is cured. If a default is not cured by the Defaulting Party as provided above, the Non-Defaulting Party may: (a) terminate this Agreement; or (b) seek specific performance; or (c) seek any remedies it may be entitled under applicable Law or equity.

**SECTION 9.
FORCE MAJEURE**

Notwithstanding any other provision of this Agreement, neither Party shall be liable for any failure or delay in performing its respective obligations, or for any loss or damage, resulting from any Force Majeure Event. The Party claiming relief under this Section shall notify the other in writing of the existence of the event relied on and the cessation or termination of said event.

**SECTION 10.
LIMITATION OF LIABILITY**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION AS APPLICABLE, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, OR ANY DELAY, ERROR OR LOSS OF DATA OR INFORMATION, ARISING IN ANY MANNER OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT AND EITHER PARTY’S PERFORMANCE OR NON PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), ALL CLAIMS FOR WHICH ARE HEREBY SPECIFICALLY WAIVED.

**SECTION 11.
NOTICES**

Any notices, requests, or consents required to be given pursuant to this Agreement shall be given in writing either personally served or sent by overnight delivery service maintaining records of receipt, or by certified mail return receipt requested, to the address designated by each Party below:

To the CITY

City of Greenville
First Floor
200 West Fifth Street
Greenville, NC 27835
Attention: City Manager

To METRONET

Metro FiberNet, LLC
8837 Bond Street
Overland Park, KS 66214
Attn: Legal Department

**SECTION 12.
FAILURE OF A PARTY TO ENFORCE THIS AGREEMENT, NO WAIVER
OF THE TERMS THEREOF**

Neither Party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other Party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

**SECTION 13.
ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all previous understandings, commitments or representations, whether oral or written. Each Party acknowledges that the other Party has not made any representations other than those that are contained herein. This Agreement may not be amended or modified in any way except by a writing signed by the authorized representatives of the Parties.

**SECTION 14.
NO JOINT VENTURE**

This Agreement is not intended to create, nor shall it be construed to create, any partnership, joint venture, or employment relationship between the Parties, and neither Party shall be liable for the payment or performance of any debt, obligations, or liabilities of the other Party, unless expressly assumed in writing. Each Party covenants that it shall not act in a manner that may be construed to be inconsistent with the foregoing nor otherwise act or purport to act on behalf of the other Party except as may be expressly authorized in writing by the other Party.

**SECTION 15.
SEVERABILITY**

If any term, condition or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder hereof and the application of such term, condition or provision to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and to be complied with. In the event that such law, rule or regulation is

subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on METRONET and the CITY.

**SECTION 16.
INTERPRETATION**

In the case of any conflict between the terms of this Agreement and those contained in any CITY ordinance, code, policy or standard, the terms of this Agreement shall control.

**SECTION 17.
CHOICE OF LAW AND FORUM**

This Agreement is made in Pitt County, North Carolina, and shall be governed by and construed in accordance with the laws of the State of North Carolina, and the United States of America. The exclusive forum and venue for all actions arising out of the Agreement shall be the North Carolina Court of Justice in Pitt County or the United States District Court for the Eastern District of North Carolina.

**SECTION 18.
RIGHTS CUMULATIVE**

All rights and remedies given to the CITY and METRONET by this Agreement shall be in addition to and cumulative with any and all other rights or remedies, -existing or implied, now or hereafter available to the CITY and METRONET, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Agreement or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY and METRONET and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals as of the day and year first above written.

CITY OF GREENVILLE

By: _____
P.J. Connelly, Mayor

ATTEST

Valerie P. Shiuwegar, City Clerk

Metro Fibernet, LLC

By: _____

APPROVED AS TO FORM:

Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

Byron Hayes, Director of Financial Services

Account Number _____

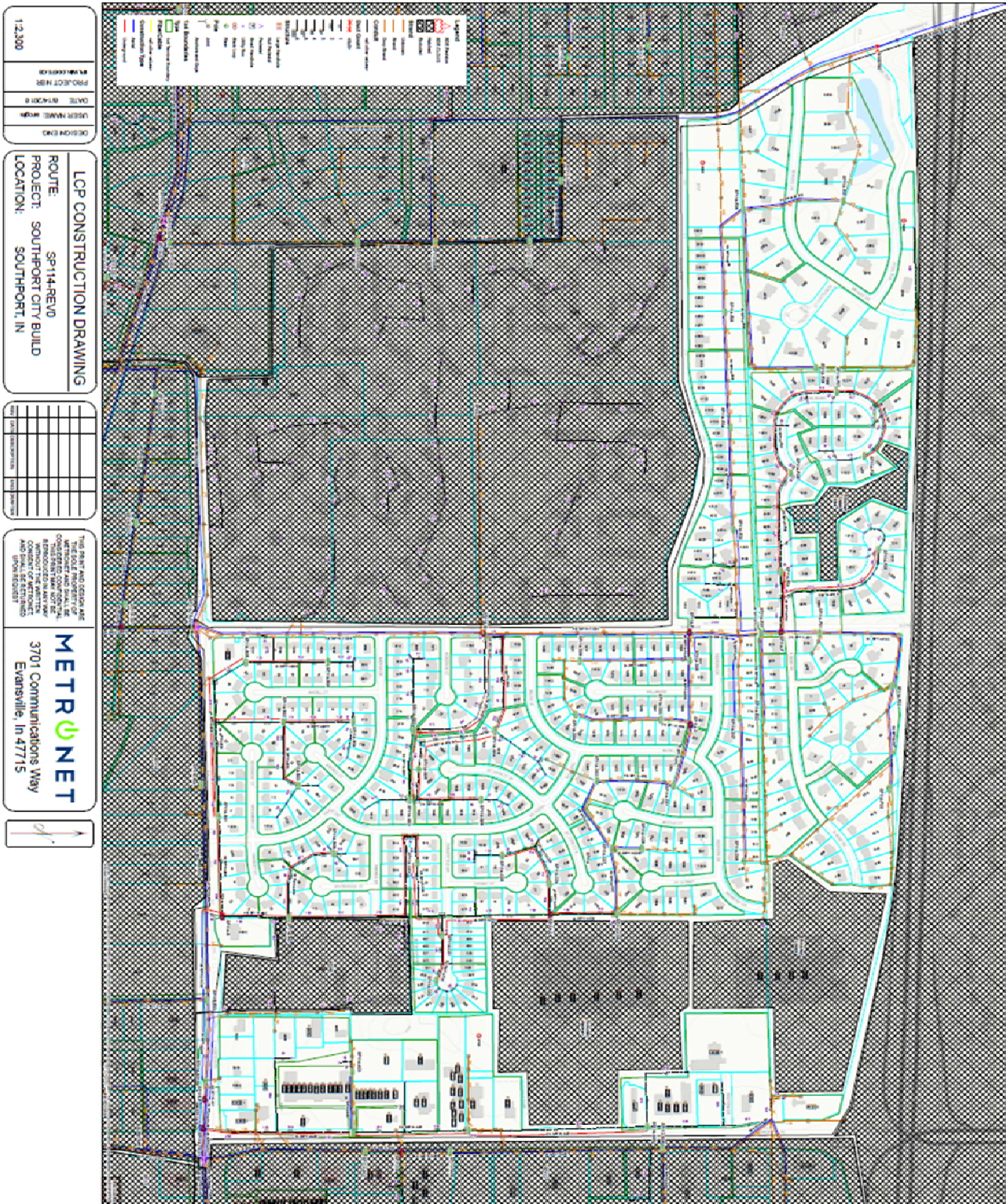
Project Code (if applicable) _____

RECOMMENDED:

Kevin Mulligan, Public Works Director





























EXHIBIT A

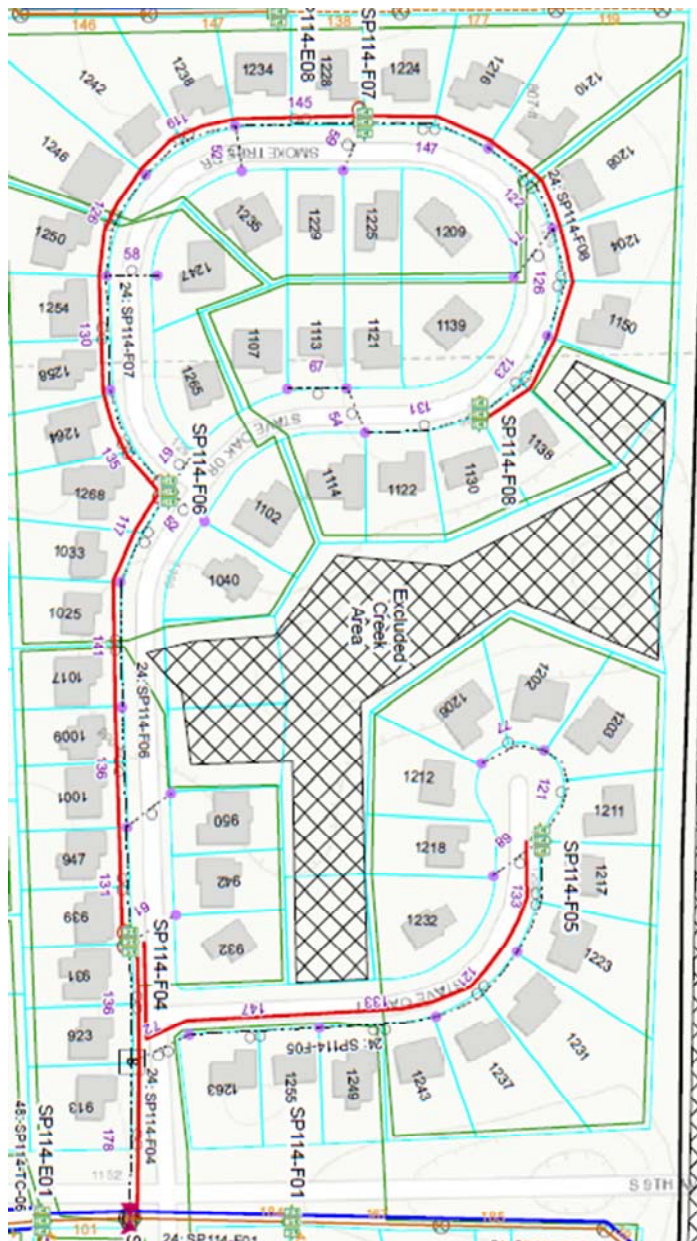
Sample Construction Drawings



Example Front Easement





























Legend

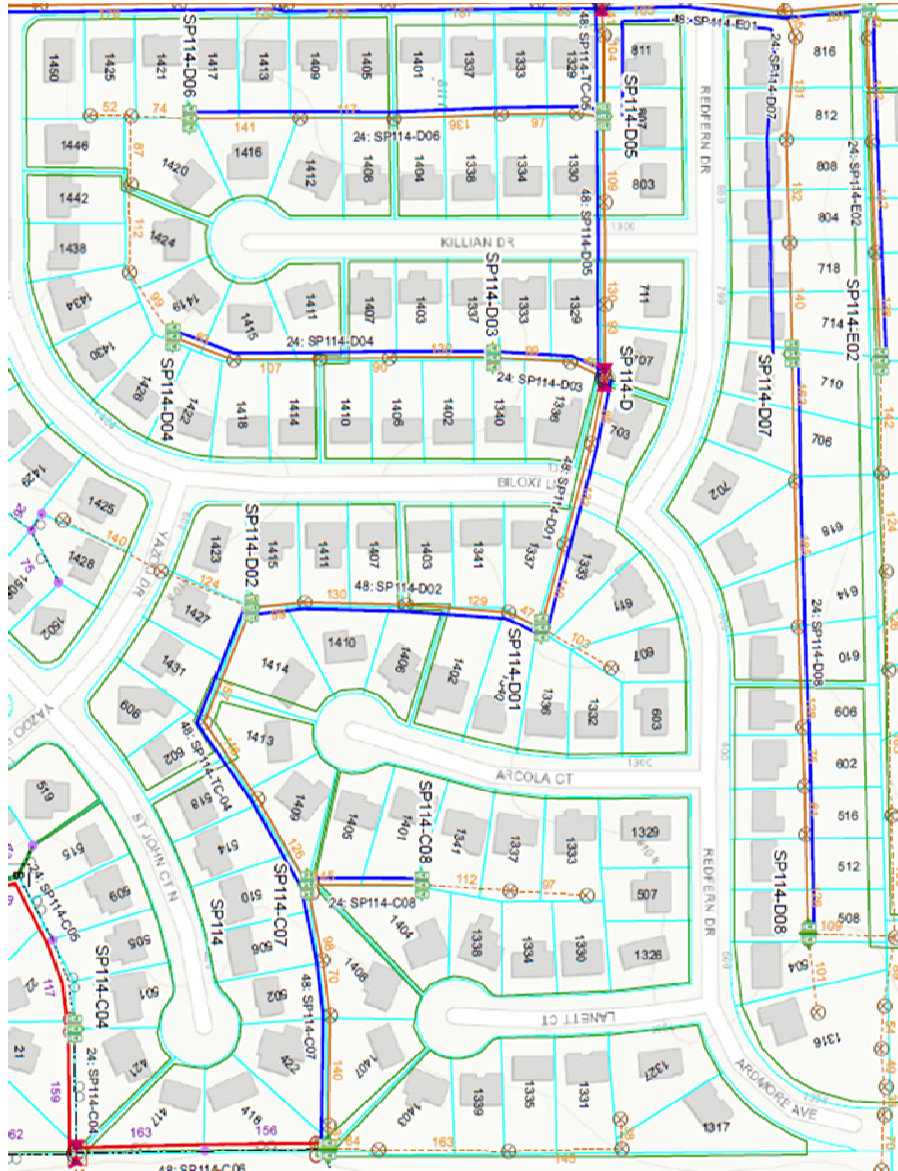
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-  SDE.CLOUD
-  Hatched
-  Excluded
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-  Unknown
-  Strand
-  Drop Strand
- Conduit**
-  <all other values>
- Duct Count**
-  <Null>
-  1
-  2
-  3
-  4
-  5
-  6
- Structure**
-  Large Handhole
-  Null Pedestal
-  Pedestal
-  Small Handhole
-  Utility Box
-  Slack Loop
-  Riser
- Pole**
-  Joint
-  Anchors and Guys
- 1x4 Boundaries**
- Type**
-  1x4 Terminal Boundary
- FiberCable**
-  <all other values>
- Construction Type**
-  Aerial
-  Underground



Example Aerial





























Legend

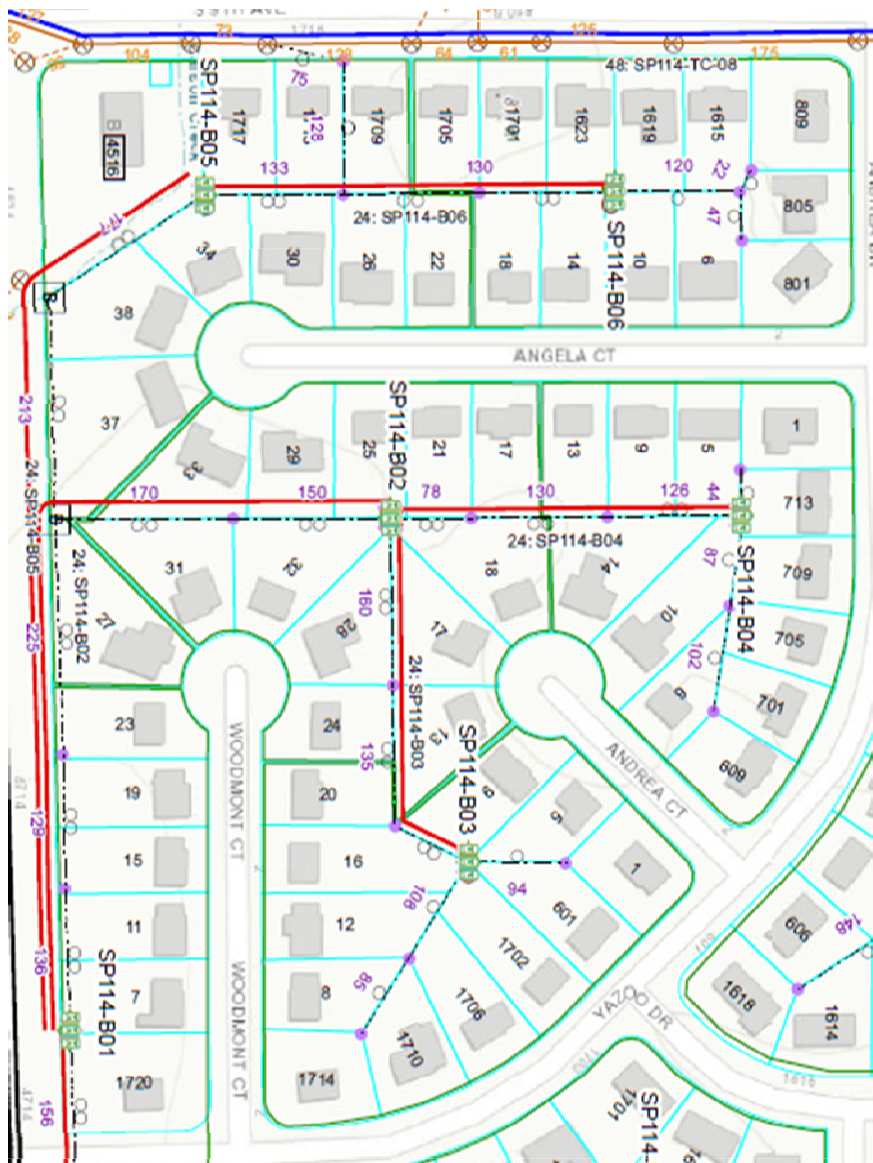
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- Conduit**
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- Duct Count**
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-  1
-  2
-  3
-  4
-  5
-  6
- Structure**
-  Large Handhole
-  Null Pedestal
-  Pedestal
-  Small Handhole
-  Utility Box
-  Slack Loop
-  Riser
- Pole**
-  Joint
-  Anchors and Guys
- 1x4 Boundaries**
- Type**
-  1x4 Terminal Boundary
- FiberCable**
-  <all other values>
- Construction Type**
-  Aerial
-  Underground



Example Rear Easement

Legend

-  SDE.Revision
-  SDE.CLOUD
-  Hatched
-  Excluded
- Strand**
-  Unknown
-  Strand
-  Drop Strand
- Conduit**
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-  2
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-  4
-  5
-  6
- Structure**
-  Large Handhole
-  Null Pedestal
-  Pedestal
-  Small Handhole
-  Utility Box
-  Slack Loop
-  Riser
- Pole**
-  Joint
-  Anchors and Guys
- 1x4 Boundaries**
- Type**
-  1x4 Terminal Boundary
- FiberCable**
-  <all other values>
- Construction Type**
-  Aerial
-  Underground



December 23, 2020

Ms. Ann E. Wall
City Manager
City of Greenville
200 West Fifth Street
Greenville, NC 27834

Re: Memorandum of Understanding (“MOU”)

Dear Ms. Wall:

Metro Fibernet, LLC (“MetroNet”) constructs and operates fiber-to-the-premises networks (each an “FTTP Network”) for purposes of providing state-of-the-art all fiber voice, video and Internet services. MetroNet has successfully deployed FTTP Networks in 90 communities in 8 states. The City of Greenville, North Carolina (“City”) wishes for MetroNet to deploy an FTTP Network throughout the City for purposes of providing fiber based communications services to residents and businesses (“Project”). MetroNet is willing to invest its capital to complete the Project. Below is an overview of MetroNet’s and the City’s intentions regarding the Project.

I. MetroNet

- A. FTTP Network. MetroNet will construct an FTTP Network capable of providing voice, video and Internet fiber services to residents and businesses in the City. The FTTP Network will be solely funded by MetroNet.
- B. Residential Services. MetroNet will initially provide the following voice, video and Internet services to residential consumers in the City:
 - (1) Fiber IPTV. A video service offering with up to 240 channels (128 HD channels), an incredibly clear picture and fast channel changing capability all provided over a cutting edge interactive IPTV platform. The IPTV platform also supports 4K (4,000 pixels per second) next generation television.
 - (2) Fiber Phone. A reliable fiber phone service with up to 17 custom calling features, long distance service and a low price point.
 - (3) Fiber Internet. Incredibly fast symmetrical Internet speeds up to 1/1 Gbps.

- (4) Wireless Home Networking. The ability to connect to multiple devices wirelessly to MetroNet's Internet service and the ability to utilize wireless video set top boxes.
- C. Business Services. MetroNet will provide the following voice, video and Internet services to businesses in the City:
- (1) Hosted PBX. A service that allows a customer 4 digit dialing connectivity, numerous customer calling features and the capability to easily upsize or downsize users.
 - (2) Fiber Internet. Incredibly fast symmetrical Internet speeds of 1/1 Gbps and beyond.
 - (3) Fiber IPTV. A video service offering with up to 240 channels (128 HD channels), an incredibly clear picture and fast channel changing capability all provided over a cutting edge interactive IPTV platform. The IPTV platform supports 4K (4,000 pixels per second) next generation television.
- D. Project Timeline. MetroNet will use commercially reasonable efforts to complete the Project within 2 years of the commencement of physical construction in the City.
- E. Franchise. MetroNet acknowledges that it will have a statewide video from the North Carolina Secretary of State prior to providing communications services in the City and MetroNet agrees to comply with the requirements set forth therein.
- F. Coverage Area. MetroNet will initially construct an FTTP network capable of serving no less than 90% of areas within the City. For purposes of this Section, the foregoing service commitment shall not include those areas of the City that are either (i) privately owned and MetroNet cannot reasonably obtain access to install its facilities¹ or (ii) have existing Fiber to the Premises (FTTP) services from another provider.
- G. Restoration. MetroNet will use commercially reasonable efforts to restore property within three (3) business days of the boring, subject to factors beyond MetroNet's reasonable control. Consideration will be given to the amount of restoration needed with each boring and MetroNet will endeavor to conduct borings in a manner which requires the least amount of restoration (e.g. when appropriate using streets and sidewalks for equipment rather than lawns, etc.). After boring under the street / curb and sidewalks, MetroNet will inspect for any heaving that may have occurred from the boring process. Notwithstanding the foregoing, in no event will MetroNet be required to repair, replace or restore any personal property of a property owner that was improperly located in a utility easement.

¹ For example, a commercial development or apartment complex where MetroNet is unable to get a utility access agreement from the private property owner to install its facilities.

H. Construction Communications Plan. MetroNet will implement a construction communications plan and will use commercially reasonable efforts to meet the following timelines and standards, as they relate to each approved permit application area:

- (1) At least 30 days, but no more than 45 days, prior to the commencement of construction in a residential area, MetroNet will send a detailed letter to the residential addresses in that area advising occupants of upcoming construction activities.
- (2) At least 14 days, but no more than 30 days, prior to the commencement of construction in a residential area, MetroNet will send postcard reminder to the residential addresses in that area reminding occupants of upcoming construction activities.
- (3) At least 3 days, but no more than 7 days, prior to the commencement of construction in a residential area, MetroNet will send out street teams to place signs in the yards of those residential properties where MetroNet will commence with construction activities.
- (4) Each communication sent to a residential address will include the URL to MetroNet's construction website: metronetinc.com/construction. On this website residents can find additional information regarding the construction plans in their area. Following construction, property owners will also be able to use this website to submit damage claims in the event MetroNet inadvertently causes damage to their property.

I. Operations. Initially, MetroNet will operate a retail store in the City. MetroNet will have locally based personnel in the City to perform installation, repair and maintenance services for all fiber services.

J. City Services. Upon request by the City, MetroNet will provide the City with a basic IPTV cable connection at any City owned building that is occupied by City employees on a regular basis. There will be no charge for the basic IPTV service and no installation fee provided the installation does not require any special construction.

K. Community Center. Initially, MetroNet will provide a 1GIG/1GIG Internet connection to a community center designated by the City. The purpose of providing such connection is to ensure residents who do not otherwise have access to high speed connectivity will have the ability to use high speed connectivity without charge. If despite using commercially reasonable efforts, it is not feasible to provide connectivity to the community center designated by the City, the City and MetroNet will work together to find an alternative community center. There will be no charge for the connection and no installation fee provided the installation does not require any special construction. In addition, MetroNet is committed to working closely with the City to find other ways to narrow the digital divide.

II. The City

- A. Property. The City will use reasonable efforts to help MetroNet locate excess City property for the location of an equipment hut and a monopole and related equipment for the reception of video signals (“Hut Site”). If a mutually acceptable City owned site is identified, the City will sell, lease or license such property to MetroNet for nominal consideration, subject to compliance with all applicable laws including City codes and ordinances. Any lease or license would be long term. The City will assist MetroNet in locating areas of the City where MetroNet can locate a Hut Site pursuant to the City’s zoning restrictions and, provided MetroNet has satisfied all applicable construction and zoning requirements issue a construction permit for a Hut Site in a timely manner.

- B. Solicitation. MetroNet will be allowed to conduct door-to-door consultative sales in the City between the hours of 10 AM and the later of 7 PM or sunset. All such sales shall be conducted in accordance with applicable laws and City ordinances. Prior to performing any door-to-door consultative sales, MetroNet will obtain a solicitation permit from the Greenville Police Department.

- C. City Business. The City will provide MetroNet with an opportunity to obtain any of the City’s phone, video, Internet and other fiber services currently being provided by third parties upon terms reasonably acceptable to both the City and MetroNet and in accordance with all applicable laws and ordinances including, but not limited to, any RFP and bidding requirements.

If the above represents the City’s understanding, please sign below where indicated.

MetroNet

Name: _____

Title: _____

City of Greenville

Name: _____

Title: _____