



Agenda

Greenville City Council

April 13, 2023

6:00 PM

City Hall Council Chambers, 200 West 5th Street

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

I. Call Meeting To Order

II. Invocation - Mayor Pro-Tem Glover

III. Pledge of Allegiance - led by Lakeforest Elementary School Students, Michael Jenkins, Jr. and Drew Monroe

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

1. James Ward - Public Works Department Retiree

VII. Public Comment Period

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

an opportunity to speak until the allocated 30 minutes expires.

VIII. Appointments

2. Appointments to Boards and Commissions

IX. Consent Agenda

3. Agreement with Tyler Technologies for Support Services and Updates for Munis
4. Authorization for the Police Department to submit a COPS Office Grant Application
5. Acceptance of a voucher from the Energy Efficiency and Conservation Block Grant Program for local governments to use for technical assistance and/or equipment rebates
6. Resolution Authorizing the Execution and Delivery of an Installment Financing Agreement, Security Agreement and Related Documents in Connection with the Financing of Public Safety Radio and Communications Equipment for the City of Greenville, North Carolina

X. New Business

Public Hearings

7. Ordinance to annex Abigail Trails, Phase 1 property involving 12.2277 acres located along the eastern right-of-way of Frog Level Road roughly between Wainright Lane and Megan Drive
8. Ordinance to annex Arbor Hills South, Section 2, Phases 10 & 11 for a portion of property involving 9.9304 acres located along the northern right-of-way of L.T. Hardee Road at the current termini of Oleander Drive and Plymouth Drive
9. Ordinance to annex Covington Downe Subdivision Block G, Lots 4A, 4B, and 4C involving 2.016 acres located along the northern right-of-way of East Fire Tower Road and 650 +/- feet west of East Arlington Boulevard
10. Ordinance requested by Woda Cooper Development, Inc. to rezone 2.89 acres located along the southern right-of-way of West Arlington Boulevard and 300+/- feet west of Evans Street from CG (General Commercial) to OR (Office-Residential)
11. Ordinance requiring the demolition and removal of the dwelling located at 902 Ward Street, Tax Parcel #06722
12. Public hearing for the 2023-2027 Consolidated Plan, 2023-2024 Annual Action Plan for CDBG and HOME Programs, and Assessment of Fair Housing

13. Ordinance to designate Brown Hill Cemetery, located at 811 Howell Street and further identified as Pitt County Parcel Number 28989, as a Local Historic Landmark
14. Ordinance to designate Cherry Hill Cemetery, located at 401 West 2nd Street and further identified as Pitt County Parcel Number 28966, as a Local Historic Landmark
15. Ordinance to designate the Jessie R. Moye House and Grounds, located at 408 W. 5th Street and further identified as Pitt County Parcel Number 25142, as a Local Historic Landmark
16. Ordinance to designate the Minges Practice Fire Tower, located at 1710 Chestnut Street and further identified as Pitt County Parcel Number 28982, as a Local Historic Landmark

Other Items of Business

17. Consideration of Additional One-Stop Voting Sites
18. Budget Ordinance Amendment #8 to the 2022-2023 City of Greenville Budget (Ordinance #22-045), the Special Revenue Grant Fund (Ordinance #11-003), the Capital Projects Funds (Ordinance #17-024), the ARPA Fund (Ordinance #21-053), the Engineering Capital Projects Fund (Ordinance #20-019), and the Greenways Capital Projects Fund (Ordinance #12-007)

XI. City Manager's Report

XII. Comments from Mayor and City Council

XIII. Adjournment



City of Greenville, North Carolina

Meeting Date: 04/13/2023

Title of Item: Appointments to Boards and Commissions

Explanation: City Council appointments need to be made to the Affordable Housing Loan Committee, Environmental Advisory Commission, Housing Authority, Human Relations Council, Multimodal Transportation Commission, Police Community Relations Committee, and the Youth Council.

One member of the Housing Authority Board must be a member that is directly assisted by the Housing Authority. The Residents' Council has nominated Ms. Ebony Harris. The Housing Authority has approved the nomination and forwarded it to the City Council for consideration and appointment. The appointment can be made any member of the City Council by a majority vote.

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:

- 8 seats on the Youth Council

Fiscal Note: No direct fiscal impact

Recommendation: Make appointments to the Affordable Housing Loan Committee, Environmental Advisory Commission, Housing Authority, Human Relations Council, Multimodal Transportation Commission, Police Community Relations Committee, and the Youth Council.

ATTACHMENTS

 [COG-#1179247-v1-Boards_and_Commissions_Appointments_April_2023.docx](#)

Appointments to Boards and Commissions

April 2023

Affordable Housing Loan Committee

Council Liaison: Council Member Marion Blackburn

Name	District #	Current Term	Reappointment Status	Expiration Date
Jack Brock	2	Second term	Ineligible	February 2023
Anne Fisher	1	Second term	Ineligible	February 2023

Environmental Advisory Commission

Council Liaison: Council Member Marion Blackburn

Name	District #	Current Term	Reappointment Status	Expiration Date
Ann Maxwell	3	Second term	Ineligible	April 2023
Diego Llerna	3	First term	Resigned	April 2025
Jeffrey McKinnon	4	Filling unexpired term	Eligible	April 2023

Housing Authority

Council Liaison: Council Member Monica Daniels

Name	District #	Current Term	Reappointment	Expiration
Jumail Blount (Resident Commissioner)	1	Second term	Resigned	May 2025

Human Relations Council

Council Liaison: Mayor Pro-Tem Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Rod Debs	3	Second term	Ineligible	September 2022

Heena Shah 1 Filling unexpired term Eligible September 2022

Multimodal Transportation Commission

Council Liaison: Council Member Les Robinson

Name	District #	Current Term	Reappointment Status	Expiration Date
Hunter Peyton	5	First term	Resigned	January 2023

Police Community Relations Committee

Council Liaison: Council Member At-Large Will Bell

Name	District #	Current Term	Reappointment Status	Expiration Date
Gary Davis <i>(Council Member Marion Blackburn)</i>	3	Filling unexpired term	Eligible	October 2022

Youth Council

Council Liaison: Mayor Pro-Tem Rose Glover

Name	Current Term	Reappointment Status	Expiration Date
Jamia Galloway	Second term	Ineligible	September 2022
Diego Lorenzo	Second term	Ineligible	September 2022
Olivia Thorn	First term	Eligible	September 2022

(8 open seats)

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

Applicants for Affordable Housing Loan Committee

Beth Bee
800 Forest Hill Circle
Greenville, NC 27858

District #: 3

Application 9/18/2022

Home Phone: (970) 227-9044

Business Phone:

Email: bethbee78@gmail.com

Sydney McLeod
22 Upton Ct
Greenville, NC 27858

District #: 4

Application 10/15/2022

Home Phone: (910) 635-8702

Business Phone:

Email: sydneyhmcleod@gmail.com

Applicants for Environmental Advisory Commission

Chris Davis
1710 Sassafras Ct
Greenville, NC 27858
District #: 4

Application 10/20/2022
Home Phone: (336) 420-2435
Business Phone: (252) 355-7006
Email: cndavis320@yahoo.com

Tim Ferruzzi
305 Wesley Rd
Greenville, NC 27858
District #: 5

Application 1/16/2023
Home Phone:
Business Phone:
Email: theferruzzi@gmail.com

Applicants for Housing Authority

Resident Commissioner info

Applicants for Human Relations Council

Reginald Watson
211 Pin Oak Court
Greenville, NC 27834

Application 7/27/2020

Home Phone: (252) 355-3380
Business Phone: (252) 328-6684
Email: walston.tyrone@gmail.com

District #: 5

Applicants for Multimodal Transportation Commission

None.

Applicants for Police Community Relations Committee

None.

Applicants for Youth Council

None.



City of Greenville, North Carolina

Meeting Date: 04/13/2023

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- Title of Item:** Agreement with Tyler Technologies for Support Services and Updates for Munis
- Explanation:** The City utilizes the Munis system for the computer processing of its Financial and Human Resources functions. The annual service cost to keep the system up to date and secure is \$139,542.73. Submitted for Council approval is the proposed renewal of the service contract with Tyler Technologies for the period of May 27, 2023 through May 26, 2024.
- Fiscal Note:** The one-year maintenance agreement with Tyler Technologies is \$139,542.73. Funds are included in the City Council adopted budget for Fiscal Year 2022-2023.
- Recommendation:** Approve the One-Year Maintenance Agreement with Tyler Technologies.
-

ATTACHMENTS

 [Tyler Munis quote 182618.pdf](#)



Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

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Company	Order No.	Date	Page
045	182618	11/22/2022	1 of 4

Questions

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

To: CITY OF GREENVILLE
 ATTN: JON HOGGARD
 200 WEST FIFTH STREET
 GREENVILLE, NC 27834
 United States

Ship To: CITY OF GREENVILLE
 ATTN: JON HOGGARD
 200 WEST FIFTH STREET
 GREENVILLE, NC 27834
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	48513	Net 45	USD	ELEC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: Greenville, NC							
1 Renewal: TYLER UNLIMITED CLIENT ACCESS MAINTENANCE Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months :	No	1	1	EA	4,600.00	.00	4,600.00
2 Renewal: SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	19,490.63	.00	19,490.63
3 Renewal: SUPPORT & UPDATE LICENSING - BID MANAGEMENT Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	2,679.96	.00	2,679.96
4 Renewal: SUPPORT & UPDATE LICENSING - BMI CollectIT INTERFACE Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	925.81	.00	925.81
5 Renewal: SUPPORT & UPDATE LICENSING - INTERFACE TO BMI TRACKING Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	925.81	.00	925.81
6 Renewal: SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	2,679.96	.00	2,679.96
7 Renewal: SUPPORT & UPDATE LICENSING - EMPLOYEE EXPENSE REIMBURSEMENT Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	2,192.70	.00	2,192.70
8 Renewal: SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	5,895.92	.00	5,895.92
9 Renewal: SUPPORT & UPDATE LICENSING - INVENTORY	No	1	1	EA	5,895.92	.00	5,895.92



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Company	Order No.	Date	Page
045	182618	11/22/2022	2 of 4

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months							
10 Renewal: SUPPORT & UPDATE LICENSING - NC SALES TAX REIMB Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	1,339.97	.00	1,339.97
11 Renewal: SUPPORT & UPDATE LICENSING - PROJECT & GRANT ACCOUNTING Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	4,434.13	.00	4,434.13
12 Renewal: SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	5,847.19	.00	5,847.19
13 Renewal: SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	4,141.76	.00	4,141.76
14 Renewal: SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	4,141.76	.00	4,141.76
15 Renewal: SUPPORT & UPDATE LICENSING - WORK ORDERS Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	7,369.90	.00	7,369.90
16 Renewal: SUPPORT & UPDATE LICENSING - PROFESSIONAL DEVELOPMENT Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	1,607.97	.00	1,607.97
17 Renewal: SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	2,801.77	.00	2,801.77
18 Renewal: SUPPORT & UPDATE LICENSING - PAYROLL W/ESS Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	5,725.38	.00	5,725.38
19 Renewal: SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	4,019.94	.00	4,019.94
20 Renewal: SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	4,019.94	.00	4,019.94



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Company	Order No.	Date	Page
045	182618	11/22/2022	3 of 4

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
21 Renewal: SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	7,309.00	.00	7,309.00
22 Renewal: SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	6,767.58	.00	6,767.58
23 Renewal: ANNUAL PAYROLL TAX TABLE UPDATE Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	1,300.60	.00	1,300.60
24 Renewal: SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	5,359.92	.00	5,359.92
25 Renewal: SUPPORT & UPDATE LICENSING - CENTRAL PROPERTY FILE Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	931.22	.00	931.22
26 Renewal: SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	2,436.34	.00	2,436.34
27 Renewal: SUPPORT & UPDATE LICENSING - TYLER CASHIERING Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	7,796.24	.00	7,796.24
28 Renewal: SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months :	No	1	1	EA	3,383.79	.00	3,383.79
29 Renewal: SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	5,359.92	.00	5,359.92
30 Renewal: SUPPORT & UPDATE LICENSING - BUSINESS & VENDOR SELF SERVICE Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	4,141.76	.00	4,141.76
31 Renewal: SUPPORT & UPDATE LICENSING - MAPLINK GIS INTEGRATION Maintenance Plan: ; Start: 05/27/2023, End: 05/26/2024; Term: 12 months	No	1	1	EA	4,019.94	.00	4,019.94



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No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
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Does not include any applicable taxes

Order Total: 139,542.73

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**



City of Greenville, North Carolina

Meeting Date: 04/13/2023

Title of Item: Authorization for the Police Department to submit a COPS Office Grant Application

Explanation: The United States Department of Justice COPS Office is seeking applications for funding for the Law Enforcement Mental Health and Wellness Act (LEMHWA) program. This project supports law enforcement agencies in implementing successful mental health and wellness initiatives for officers and their families in the following areas:

- Officer emotional and mental health
- Peer mentoring
- Suicide prevention
- Stress reduction
- Peer and officer family support services.

The Greenville Police Department (GPD) is seeking funding through the COPS Office to develop a Wellness to Resilience Program (WTR) in an effort to help assist officers with the use of mental health services. The WTR program will address mental health concerns through training, mentors, and supportive resources, as well as enhanced policies that encourage mental health wellness. Peer to peer training will also help equip officers to assist each other. Additionally, GPD plans to partner with support services to provide privacy protected services that will address the unique stressors that law enforcement officers face while contributing to a more comprehensive approach to officer wellness.

Fiscal Note: The anticipated maximum award is \$200,000. There is no requirement for cost sharing or a local match for these awards.

Recommendation: Authorize GPD staff to submit the COPS Law Enforcement Mental Health and Wellness Act Program Grant application.



City of Greenville, North Carolina

Meeting Date: 04/13/2023

Title of Item: Acceptance of a voucher from the Energy Efficiency and Conservation Block Grant Program for local governments to use for technical assistance and/or equipment rebates

Explanation: The Public Works Department is requesting that the City accept and allocate the allotted money from the Energy Efficiency and Conservation Block Grant (EECBG) Program, in the form of a voucher, for technical and equipment rebates. The Building Automation Systems (BAS) and the computer server platforms that operate many of our buildings have reached the end of their service life. The Public Works Department is requesting this money to update the Building Automation Systems (BAS) for all City of Greenville buildings currently under the Schneider Management contract. These upgrades will allow the City to continue to be good stewards of our resources by providing the latest energy efficiency management devices currently available within the industry.

The factory support for the current Building Automation Systems ended on June 30, 2021. The Public Works Department would like to submit a Pre-Award Information Sheet to the U.S. Department of Energy to use the allotted money to update the current, outdated platform by replacing computer equipment at each City-owned building currently under the Schneider Management Contract. The upgrades will also provide the latest energy efficiency management systems currently available within the industry.

The allotted funds for the City are \$146,850. This funding will pay for the necessary upgrades to the BAS as well as the server platforms. The request is for the City of Greenville to serve as the fiscal agent for this grant/voucher and allow Public Works to use this money for updating the current server platform and controllers associated with the BAS in various City-owned buildings. The EEBCG Program Pre-Award sheet is due on April 28, 2023.

Fiscal Note: Use the allotted \$146,850 from the EECBG program to update the BAS and the server platforms that have reached obsolescence throughout City-owned buildings.

Recommendation: Accept the EEBCG Program Pre-Award Information Sheet on behalf of the Public Works Department

ATTACHMENTS

-  [EECBG Pre-Award_Information_Sheet FINAL\(2\).cleaned.pdf](#)
-  [City of Greenville AX to N4 Upgrade SE Proposal \(6-21\) \(004\).pdf](#)



EECBG PROGRAM PRE-AWARD INFORMATION SHEET

Each Energy Efficiency and Conservation Block Grant (EECBG) Program recipient shall provide the following information on behalf of itself and all subrecipients and certify that the information is accurate and complete. Recipients may choose to provide this information in whatever format they like, as this form is optional.

EECBG Program recipients representing local and tribal entities may select from two options: 1) a grant or 2) a voucher for technical assistance and/or equipment rebates. EECBG Program recipients choosing a grant must provide data requested in sections 1 through 8 below. EECBG Program recipients choosing a voucher may skip sections 4 through 7. Please submit this form to the EECBG Program Inbox: eecbg@hq.doe.gov.

SECTION 1: CONTACT & LOCATION INFORMATION *(All recipients)*

Recipient Name:		Award Number:	
UEI:		DUNS (if applicable):	
Business Officer:		BO Phone Number/Email:	
Principal Investigator (PI):		PI Phone Number/Email:	

A. TYPE OF ORGANIZATION – Please indicate the type of organization of the Recipient by selecting one of the following:

- Local Government
- Tribal Government
- State

B. LOCATION AND CONGRESSIONAL DISTRICT

List the address and Congressional district(s) for the primary location where the grant will be performed.

Street Address:	
City:	
State:	
Zip:	
Congressional District(s):	

SECTION 2: GRANT OR VOUCHER *(All recipients)*

EECBG Program recipients representing local and tribal entities must select whether to receive their EECBG Program award in the form of a grant or a voucher for technical assistance and/or equipment rebates. Please indicate your choice here. All States & Territories must select “Grant.” (Select one option) **[response to this question is non-binding]**

- Voucher for Technical Assistance
- Voucher for Equipment Rebate
- Voucher for both Technical Assistance and Equipment Rebate
- Grant

SECTION 3: BUSINESS ASSURANCES *(All recipients)*

A. DISCLOSURE OF POTENTIAL IMPROPRIETIES

Below, please disclose if any of the following conditions exist. If the answer to any question (a) through (g) below is yes, provide a detailed explanation in an attachment to this form.

- a. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals¹ under investigation for or charged with a covered offense²?
 Yes
 No
- b. Has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of a covered offense in the last five years or had a civil judgment rendered against them for one of those offenses in that time period?
 Yes
 No
- c. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for potential violation of U.S. export control laws and regulations, or has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of any violations of U.S. export control laws and regulations?
 Yes
 No
- d. Is the proposed Recipient or Subrecipient(s) under investigation for potential violations of the Drug-Free Workplace Act of 1988, or has the proposed Recipient or Subrecipient(s) been convicted of any violations of the Drug-Free Workplace Act of 1988?
 Yes
 No
- e. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for research misconduct, or has the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals been convicted of research misconduct?
 Yes
 No
- f. Has any Federal Agency recommended or initiated proceedings against the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals for suspension or debarment, or is the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals debarred, suspended, publicly banned from doing business with the Federal government, or otherwise declared ineligible from

1 For this form, "principal" means: (1) An officer, director, owner, partner, PI, or other person (as defined in 2 C.F.R. 180.95) within the Project Team with management or supervisory responsibilities related to this project and any resulting transaction; or (2) A consultant or other person, whether or not employed by the Recipient, Subrecipient, or their principals, or paid with Federal funds, who (a) is in a position to handle Federal funds, (b) is in a position to influence or control the use of those funds, or (c) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the transaction, including but not limited to, any Co-PIs.

2 For this form, "covered offenses" include: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (2) Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the Recipient's present responsibility.

receiving Federal Contracts, subcontracts or financial assistance?

Yes

No

- g. Is the proposed Recipient or Subrecipient(s) delinquent on federal debt or insolvent or at risk of insolvency or have the proposed Recipient or Subrecipient(s) filed for bankruptcy in any domestic or foreign jurisdiction?

Yes

No

B. POTENTIAL CONFLICTS OF INTEREST

1. **Financial Conflicts of Interest.** The Recipient must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators) and include sufficient information to enable DOE to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan. See Section V(b)(3) of the [DOE Interim Conflict of Interest Policy](#). As part of this DOE funded project, does the recipient or any subrecipients have any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators)?

No

Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the [DOE Interim Conflict of Interest Policy](#) Section V(b)(3).

- C. **Organizational Conflicts of Interest**³. The Recipient must disclose in writing any potential or actual organizational conflict of interest to DOE. See [DOE Interim Conflict of Interest Policy](#) Section VI and 2 CFR 200.318 for more information. As part of this DOE funded project, does the recipient or any subrecipients intend to engage in a procurement with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe?

No

Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the [DOE Interim Conflict of Interest Policy](#) Section VI.

*****Recipients choosing a voucher may skip to Section 8*****

SECTION 4: PAYMENT INFORMATION *(Grant recipients only)*

Provide (1) the awardee seven-digit ASAP (Automated Standard Application for Payment System) ID number that is under the DOE / Golden Field Office (GO) Agency Locator Code (ALC) and Region Code (#8900-0001-04) if available; (2) the name, phone number and email for the ASAP / Payments Contact Person; and (3) indicate whether the preferred payment method is by advance or reimbursement.

- 1) ASAP Number:
- 2) ASAP/Payments Contact Person:
- 3) The preferred payment method is:

³ Organizational Conflict of Interest means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

SECTION 5: PERFORMANCE AND FINANCIAL INFORMATION REQUEST (*Grant recipients only*)

Before providing this information, please read the **ADDITIONAL INFORMATION** at the end of this form. Each field identified below must be completed.

1. Has the Recipient had prior Federal awards? Yes No

If Yes:

Is the Recipient up to date on all reporting requirements on all other current and prior awards, including submitting acceptable final technical reports, with other Federal or non-Federal organizations? If you check No to this question, please attach an explanation. Yes No

2a. Has the Recipient had an independent Single Audit or independent Compliance Audit per Federal regulations, or had a prior Defense Contract Audit Agency (DCAA) Audit performed? (Please see attached instructions regarding Independent Audit requirements.) Yes No

2b. Has the Recipient undergone a Financial Audit within the last 3 years? Yes No

If Yes to either 2a. or 2b.:

a. A copy of the audit is attached to this form. Yes No

b. An electronic copy of the audit was provided with application package. Yes No

An electronic copy of the audit can be found at _____

If audit was not provided, please explain why it has not been completed and/or provided:

3. Recipient's fiscal year end date is _____

4a. Identify the Federal Agency providing the preponderance of funding from ALL Government Awards which the Recipient's organization is/was the prime recipient, including any DOE Awards. Provide Agency name, Cognizant Agency point of contact (individual in charge of negotiating billing rates), phone number, and e-mail. (If the Recipient's organization has a DCAA contact, please provide this information in 4(c) below):

Agency: _____

Point of Contact: _____

Phone/Email: _____

4b. DCAA Contact Information:

DCAA Office: _____

Point of Contact: _____

Phone/Email: _____

SECTION 6: FINANCIAL MANAGEMENT SYSTEM – ACCOUNTING SYSTEM SURVEY (*Grant recipients only*)

To qualify for Financial Assistance, compliance with 2 CFR 200 as amended by 2 CFR 910 is required. This includes assurance of an adequate accounting system for estimating, accounting and billing for governmental funding received. Please complete the checklist below as assurance of this requirement.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the “[Pre-award Accounting System Adequacy Checklist](#)” under CUSTOMERS-->Checklists and Tools.

	<u>Yes</u>	<u>No</u>	<u>NA</u>
1. Is the Accounting System in accordance with Generally Accepted Accounting Principles applicable to the circumstances and associated applicable Federal regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Accounting System provides for:			
a. Segregation of direct costs from indirect costs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Identification and accumulation of direct costs by project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (Project line items are final cost objective)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Accumulation of costs under general ledger control.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. A timekeeping system that identifies employees’ labor by intermediate and final cost objective (i.e., project level, division level).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. A labor distribution system that charges direct and indirect labor to appropriate cost objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Interim (at least monthly) determination of costs charged to a project through routine posting of books of account.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Excluding costs charged to Government projects which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other provisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Identification of costs by project line item and by units (as if each unit or line item were a separate project) if required by the proposed award.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Accounting System designed, and are the records maintained in such a manner that adequate, reliable data are developed for use in developing cost proposals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the Accounting System currently in full operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 7: REPRESENTATION/CERTIFICATION (*Grant recipients only*)

Certification of the information is required by the organization’s authorized representative

- I certify that I have registered in the System for Award Management (SAM).
- I certify that I have registered in FedConnect.net in order to receive award documentation.
- I certify that all subrecipient cost information has been reviewed, and that all subrecipient costs are reasonable, allowable, and allocable in accordance with the applicable cost principles. All subrecipient budget documents should be available upon DOE request.

- I certify that all direct costs proposed in the application (under the personnel, travel, equipment, supplies, contractual, construction, and/or other direct costs categories) are direct to the project and are not duplicated in the proposed indirect costs.
- I certify that the processes undertaken to solicit any subrecipients, subawards, subcontracts and vendors comply with our organization’s written procurement procedures as outlined in “Procurement Standards” 2 CFR 200.317 through 2 CFR 200.326 inclusive.
- I certify the Recipient:
 - (1) Has in effect an up-to-date, written, and enforced administrative process to identify and manage conflicts of interest with respect to all projects for which financial assistance funding is sought or received from DOE;
 - (2) Shall promote and enforce Investigator compliance with DOE’s Interim Conflict of Interest (COI) Policy's requirements including those pertaining to disclosure of significant financial interests;
 - (3) Shall manage financial conflicts of interest and provide initial and ongoing financial conflicts of interest reports to DOE;
 - (4) Agrees to make information available, promptly upon request, to DOE relating to any Investigator disclosure of financial interests and the Recipient’s review of, and response to, such disclosure, whether or not the disclosure resulted in the Recipient’s determination of a financial conflict of interest; and
 - (5) Shall fully comply with the requirements of the DOE Interim COI Policy.

SECTION 8: SIGNATURES *(All recipients)*

I, the Authorization Official named below, represent by my signature that I am authorized to certify this information on behalf of the Recipient. I certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE’s funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name:

Title:

Signature of Authorized
Official:

Date:

I, the Principal Investigator named below, certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE’s funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name:

Title:

Signature of Principal
Investigator:

Date:

ADDITIONAL INFORMATION

This information will assist DOE in determining: 1) cognizance; 2) whether the Recipient has adequate internal financial and management controls; and 3) whether the Recipient has an adequate accounting system. Generally, cognizance means that an organization has a Federal oversight agency (cognizant agency). Cognizance of an organization is used for many purposes including: determining which agency is responsible for verifying correct allocation of indirect rates to incurred costs; issuing the Provisional and Final Indirect Rate Agreements; and ordering audits. Adequate internal controls and accounting systems are essential to ensure that the Recipient's costs are correctly estimated, recorded, and billed. The Recipient has the responsibility to ensure that these systems are in place. The cognizant Agency has the responsibility for verifying these systems through audits or other methods.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the "[Pre-award Accounting System Adequacy Checklist](#)" under CUSTOMERS-->Checklists and Tools.

Cognizance is determined by TOTAL Federal award/contract dollars received by the Recipient/Contractor from all Federal agencies. This information is used to determine which Federal agency has the largest preponderance of funding and is cognizant. Once a Federal agency assumes cognizance for a contractor, it should remain cognizant for at least 5 years to ensure continuity and ease of administration.

Cognizance related duties are the responsibility of the Cognizant Federal Agency (CFA). The CFA is the Federal agency (e.g., Department of Defense, Department of Energy, Navy, etc.) that provided the preponderance (largest amount) of funding for your awards, across all federal agencies. It is very important to confirm that you work with the correct office.

General Rule of Thumb: Department of Health & Human Services (DHHS) is usually the CFA for Universities, Cities, States, and Counties. DHHS cognizance is not usually transferred.

If it is determined that the Department of Energy/Golden Field Office (GO) is the Cognizant Federal Office, the Recipient will have the following ANNUAL responsibilities:

1. Submit a Certified Annual Incurred Cost Claim (ICE Model – see #3 below) to the GO Cost/Price mailbox (CostPrice@ee.doe.gov). **This should represent the total organization's costs (representing the Company General Ledger), not just the Recipient's DOE award(s).**
2. Due Date: 180 days after the Recipient's fiscal year end.
3. For an example of the ICE Model, please visit <https://www.dcaa.mil>. Under "CUSTOMERS->Checklists and Tools", click on ICE (Incurred Cost Electronically) Model and download the ICE model.

Once the information is received, GO will have the responsibility of providing your organization with an annual indirect rate agreement. This indirect rate must be used on all Federal grants and contracts.

If it is determined that GO is not the Cognizant Federal Office, the Recipient should contact the Cognizant Office for additional instructions.

ANNUAL AUDIT REQUIREMENTS

Independent (Single & Compliance) Audit Requirements

2 CFR 200, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=6e187b05cfeca4f534c659f20983b14e&mc=true&node=pt2.1.200&rgn=div5>

For-Profits: 2 CFR 910, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-idx?node=pt2.1.910&rgn=div5>

Below are excerpts from Section F.

Audit requirements.

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single (program-specific, *not applicable for For-Profits*) or compliance audit conducted for that year in accordance with the provisions of this part.
- (b) *Single* audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 - Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (b) *Compliance* audit. (1) If a for-profit entity has one or more DOE awards with expenditures of \$750,000 or more during the for-profit entity's fiscal year, they must have a compliance audit for each of the awards with \$750,000 or more in expenditures. A compliance audit should comply with the applicable provisions in §910.514—Scope of Audit. The remaining awards do not require, individually or in the aggregate, a compliance audit.
- (c) Program-specific audit election. (*Not applicable to For-Profits*). When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit *subrecipient*. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

- 6. Owner training
- 7. Normal business hours

This Proposal Excludes:

- 1. Provisions and installation of work outside the scope of this quote.
- 2. Overtime labor

Notes, Comments, and Clarifications:

- 1. This quote is valid for 60 days and supersedes any previous quote. Please call to discuss any scope or coordination issues.
- 2. Warranty period begins on date of commissioning completion
- 3. For jobs that require integrations to other systems, we require that the mechanical contractor have the manufacturers' technicians on site to coordinate the integration.
- 4. All items not listed in the scope of work above are specifically excluded from this proposal.

Please Note: The "Standard Terms and Conditions of Sale" are a part of this quotation.

Firm: _____

Accepted by: _____

Title: _____

Date: _____

By: Tyler Beacham

TERMS AND CONDITIONS OF SALE

900512PITC R05/26/20

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. ("Seller") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Seller. The parties agree to be bound by the following terms and conditions.

- 1. Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Buyer may accept the quotation by signing and returning a copy to Seller or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Seller hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by Seller in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Seller assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Seller assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
- 2. Payment.** Absent a contrary provision herein, Buyer will pay Seller monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Buyer to Seller within thirty (30) days after the date of substantial completion. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Seller, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Seller of an instrument for less than the full amount which Seller claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Seller. If Buyer does not pay Seller, through no fault of Seller, within seven (7) days from the time payment was due, Seller may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Buyer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Seller may terminate this contract for material breach and all monies due Seller for services performed and materials delivered shall be paid upon demand. Seller shall be entitled to recover from Buyer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Buyer's request, Seller will furnish mechanics lien waivers as the work progresses.

Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller's security interest in the goods. At Seller's request, Buyer will execute any necessary instrument to perfect Seller's security interest.
- 3. Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Seller's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide Seller a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
- 4. Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller's receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.
- 5. Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Seller's holidays). If Buyer requests Seller to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If Seller's work is to be performed on the project site, Buyer will afford unrestricted access to Seller and its employees and agents to all work areas.
- 6. Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.

7. **Delays.** Buyer shall prepare all work areas so as to be acceptable for Seller's work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Seller warrants to Buyer that all tangible articles manufactured by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer. Seller warrants that for equipment furnished and or installed, but not manufactured by Seller, Seller will extend the same warranty terms and conditions which Seller receives from the manufacturer of said equipment.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.
9. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.
12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by Seller for insurance afforded by others.
13. **Clean Up.** Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.
15. **Disclaimer:** Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current COVID-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority. The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Vendor's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Vendor (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Vendor's (or its subcontractors') employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Vendor to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.



City of Greenville, North Carolina

Meeting Date: 04/13/2023

Title of Item: Resolution Authorizing the Execution and Delivery of an Installment Financing Agreement, Security Agreement and Related Documents in Connection with the Financing of Public Safety Radio and Communications Equipment for the City of Greenville, North Carolina

Explanation: The radio equipment utilized by Police and Fire/Rescue personnel has reached an “end of life” status as the production was discontinued by the manufacturer in 2013 and support ended in 2018. As a result, the aging equipment is no longer able to be serviced or repaired. This can result in an inability to effectively provide high quality Police and Fire/Rescue services to the community.

The purpose of this project is to replace aging radio equipment with modern, reliable radio equipment that will serve the community for many years to come. The contract includes the purchase of approximately 600 total radios and includes portable radios assigned to officers, mobile radios installed in vehicles and control stations installed inside Police and Fire/Rescue Stations. Total cost of the project is approximately \$5.5 million with a federal grant funding \$3 million and the remaining paid through an installment financing agreement.

Resolution will approve the Installment Financing Agreement with JPMorgan Chase Bank to purchase Public Safety Radios and Communication Equipment. Agreement shall not exceed \$2,560,000.

Fiscal Note: Agreement shall not exceed \$2,560,000. Debt service related to agreement will be paid out of current debt service capacity.

Recommendation: Approve the resolution for an installment agreement with JPMorgan Chase Bank.

ATTACHMENTS

- [Approving Resolution-Greenville 2023 IFA \(Radio Equip\).DOC](#)
- [Installment Financing Agreement-Greenville 2023 IFA \(Radio Equip.\).DOC](#)
- [Security Agreement-Greenville 2023 IFA \(Radio Equip.\).DOC](#)

The City Council of the City of Greenville, North Carolina, met in a regular meeting in the City Council Chambers in the City Hall located at 200 West Fifth Street in Greenville, North Carolina, the regular place of meeting, at 6:00 p.m. on April 13, 2023.

Present: Mayor P.J. Connelly, presiding, and Council Members

Absent: Council Members

Also Present: _____

* * * * *

_____ introduced the following resolution, the title of which was read and a copy of which had been distributed to each Council Member:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT, A SECURITY AGREEMENT AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF PUBLIC SAFETY RADIO AND COMMUNICATIONS EQUIPMENT FOR THE CITY OF GREENVILLE, NORTH CAROLINA

BE IT RESOLVED by the City Council (the “City Council”) of the City of Greenville, North Carolina (the “City”) as follows:

Section 1. The City Council does hereby find and determine as follows:

(a) There exists in the City a need to finance the costs of acquiring, upfitting and installing various public safety radio and communications equipment (the “Equipment”).

(b) The City has determined that the most efficient manner of financing the Equipment will be through the entering of an Installment Financing Agreement, to be dated as of the date of delivery thereof (the “Agreement”), with JPMorgan Chase Bank, N.A. (the “Lender”) pursuant

to Section 160A-20 of the General Statutes of North Carolina, as amended. Pursuant to the Agreement, the Lender will advance moneys to the City in an amount sufficient to pay the costs of financing the Equipment and paying certain financing costs relating thereto, and the City will repay the advancement in installments, with interest (the "Installment Payments").

(c) In order to secure the City's obligations under the Agreement, the City will execute and deliver a Security Agreement, to be dated as of the date of delivery thereof (the "Security Agreement"), granting to the Lender a security interest in the Equipment.

(d) There has been presented to the City Council at this meeting drafts of the Agreement and the Security Agreement.

Section 2. In order to provide for the financing of the Equipment, the City is hereby authorized to enter into the Agreement and receive an advancement pursuant thereto in the principal amount not to exceed \$2,560,000. The City shall repay the advancement in installments due in the amounts and at the times set forth in the Agreement. The payments of the installment payments shall be designated as principal and interest as provided in the Agreement.

Section 3. The City Council hereby approves the Agreement and the Security Agreement in substantially the forms presented at this meeting. The Mayor, the City Manager and the Director of Financial Services of the City are each hereby authorized to execute and deliver on behalf of the City said documents in substantially the forms presented at this meeting, containing such modifications as the person executing such documents shall approve, such execution to be conclusive evidence of approval by the City Council of any such changes. The City Clerk or any Deputy or Assistant City Clerk of the City is hereby authorized and directed to affix the official seal of the City to said documents and to attest the same to the extent so required.

Section 4. No deficiency judgment may be rendered against the City in any action for breach of any contractual obligation authorized pursuant to this resolution, and the taxing power

of the City is not and may not be pledged directly or indirectly to secure any moneys due under any contract herein authorized.

Section 5. The Mayor, the City Manager, the Director of Financial Services, the City Attorney and the City Clerk of the City, and any other officers, agents and employees of the City, are hereby authorized and directed to execute and deliver such closing certificates, opinions and other items of evidence as shall be deemed necessary to consummate the transactions described above.

Section 6. The City hereby represents that it reasonably expects that it, all subordinate entities thereof and all issuers issuing obligations on behalf of the City will not issue in the aggregate more than \$10,000,000 of tax-exempt obligations (not counting certain current refunding obligations and private-activity bonds except for qualified 501(c)(3) bonds, as defined in the Internal Revenue Code of 1986, as amended (the “Code”)) during calendar year 2023. In addition, the City hereby designates each of the installment payments under the Agreement as a “qualified tax-exempt obligation” for the purposes of the Code.

Section 7. This resolution shall take effect immediately upon its adoption.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled “RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT, A SECURITY AGREEMENT AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF PUBLIC SAFETY RADIO AND COMMUNICATIONS EQUIPMENT FOR THE CITY OF GREENVILLE, NORTH CAROLINA” was adopted by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the City Council of said City at a regular meeting held on April 13, 2023, as it relates in any way to the adoption of the foregoing resolution and that said proceedings are to be recorded in the minutes of said City Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and official seal of said City this 13th day of April, 2023.

City Clerk

[SEAL]

INSTALLMENT FINANCING AGREEMENT

Dated as of April 19, 2023

between

CITY OF GREENVILLE, NORTH CAROLINA

and

JPMORGAN CHASE BANK, N.A.

(JPMorgan Lease Number: _____)

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1. Definitions and Rules of Construction.....
SECTION 1.2. Exhibits

ARTICLE II

REPRESENTATIONS OF THE CITY AND THE LENDER

SECTION 2.1. Representations, Covenants and Warranties of the City.....
SECTION 2.2. Representations, Covenants and Warranties of the Lender

ARTICLE III

EQUIPMENT FUND

SECTION 3.1. Advancement; Creation of Equipment Fund
SECTION 3.2. Acquisition of Equipment.....
SECTION 3.3. Investment.....
SECTION 3.4. Disbursements.....
SECTION 3.5. Termination.....
SECTION 3.6. Reliance of the Lender on Documents.....
SECTION 3.7. Disclaimer of the Lender

ARTICLE IV

**REPAYMENT OF THE ADVANCEMENT;
SECURITY FOR REPAYMENT**

SECTION 4.1. Repayment of the Advancement.....
SECTION 4.2. Budget and Appropriation
SECTION 4.3. Security Agreement
SECTION 4.4. No Set-Off, Recoupment, Etc.

ARTICLE V

INSURANCE

SECTION 5.1. Insurance.....
SECTION 5.2. Damage and Destruction.....
SECTION 5.3. Advances.....

ARTICLE VI

DAMAGE, DESTRUCTION AND EMINENT DOMAIN;
USE OF NET PROCEEDS

SECTION 6.1. Obligation of the City to Repair and Replace the Equipment

SECTION 6.2. Insufficiency of Net Proceeds; Discharge of the Obligation of the
City to Repair the Equipment

SECTION 6.3. Cooperation of the Lender

ARTICLE VII

COVENANTS OF THE CITY

SECTION 7.1. Access to the Equipment.....

SECTION 7.2. Maintenance, Utilities, Taxes and Assessments

SECTION 7.3. Modification of the Equipment.....

SECTION 7.4. Encumbrances.....

SECTION 7.5. Indemnification of the Lender and the LGC.....

SECTION 7.6. Financial Information to the Lender

ARTICLE VIII

ASSIGNMENT, LEASING AND AMENDMENT

SECTION 8.1. Assignment by the Lender

SECTION 8.2. Assignment and Lease by the City

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

SECTION 9.1. Events of Default Defined

SECTION 9.2. Remedies on Default.....

SECTION 9.3. No Remedy Exclusive

SECTION 9.4. Agreement to Pay Attorneys’ Fees and Expenses

SECTION 9.5. No Additional Waiver Implied by One Waiver.....

ARTICLE X

PREPAYMENT OF INSTALLMENT PAYMENTS

SECTION 10.1 Prepayment of Installment Payments

ARTICLE XI

MISCELLANEOUS

SECTION 11.1.	Notices	
SECTION 11.2.	Binding Effect.....	
SECTION 11.3.	Severability	
SECTION 11.4.	Execution in Counterparts	
SECTION 11.5.	Commitment Letter.....	
SECTION 11.6.	Applicable Law.....	
SECTION 11.7.	E-Verify	
SECTION 11.8.	Waiver of Immunity.....	
SECTION 11.9.	Government Regulation; Anti-Corruption.....	
SECTION 11.10.	Offshoring.....	
SECTION 11.11.	Waiver of Jury Trial.....	
EXHIBIT A	Installment Payment Schedule.....	A-1
EXHIBIT B	Requisition and Acceptance Certificate.....	B-1
EXHIBIT C	Final Acceptance Certificate.....	C-1
EXHIBIT D	Form of Self-Insurance Letter.....	D-1

INSTALLMENT FINANCING AGREEMENT

This INSTALLMENT FINANCING AGREEMENT, dated as of April 19, 2023 (the “Agreement”), between the CITY OF GREENVILLE, NORTH CAROLINA, a municipal corporation duly organized and validly existing under the laws of the State of North Carolina (the “City”), and JPMORGAN CHASE BANK, N.A., a national banking association organized and existing under the laws of the United States of America (the “Lender”);

WITNESSETH:

WHEREAS, the City is a municipal corporation duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina;

WHEREAS, pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, the City may finance or refinance the acquisition of certain improvements and equipment by contracts that create in such improvements and equipment a security interest to secure repayment of the moneys advanced or made available to acquire or improve such equipment;

WHEREAS, after due consideration, the City Council of the City has determined to finance the costs of acquiring, upfitting and installing various public safety radio and communications equipment (the “Equipment”);

WHEREAS, in order for the City to obtain the funds to finance the Equipment, the City has determined to enter into this Agreement whereby the Lender will advance funds to the City to be applied, together with any other available funds, to (a) pay the costs of the Equipment and (b) pay certain financing costs relating thereto, and the City will repay such advancement with interest in installments pursuant to the terms of this Agreement;

WHEREAS, as security for the performance of its obligation under this Agreement, including the payment of the installment payments hereunder, the City will execute and deliver a Security Agreement, dated as of April 19, 2023 (the “Security Agreement”), for the benefit of the Lender, pursuant to which the City will grant the Lender a security interest in the Equipment;

WHEREAS, the Lender is willing to advance moneys to the City for the purpose of financing the costs of the Equipment, and the City is willing to repay the moneys so advanced by the Lender in installments as more fully provided herein; and

WHEREAS, the City and the Lender have each duly authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1. Definitions and Rules of Construction. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The words “hereby”, “herein”, “hereof”, “hereto”, “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subsections hereof. All references herein to “Articles”, “Sections” and other subdivisions are to the corresponding Articles, Sections or subsections of this Agreement unless some other reference is indicated.

“Act” means Section 160A-20 of the General Statutes of North Carolina, as amended.

“Advancement” means the advance being made by the Lender to the City in the amount of \$_____ pursuant to Section 3.1 to pay the costs of the Equipment and related Closing Costs.

“Agreement” means this Installment Financing Agreement, including any amendment or supplement hereto.

“City” means the City of Greenville, North Carolina, a municipal corporation duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina, and any successor entity.

“City Council” means the City Council of the City.

“Closing” means the date on which the City executes and delivers this Agreement, and the Lender makes the Advancement to the City.

“Closing Costs” means and further includes all items of expense directly or indirectly payable by or reimbursable to the City relating to the financing of the Equipment, including, but not limited to, filing and recording costs, settlement costs, printing costs, word processing costs, reproduction and binding costs, legal fees and charges and financing and other professional consultant fees.

“Determination of Taxability” means and shall be deemed to have occurred on the date when (a) the City shall receive notice from the Lender that the Internal Revenue Service has assessed as includable in gross income the interest component of the Installment Payments made by the City under this Agreement and such determination is due to the occurrence of an Event of Taxability or (b) the City or the Lender shall receive notice from the Commissioner or any District Director of the Internal Revenue Service that the interest component of the Installment Payments made by the City under this Agreement is includable in the gross income of the Lender for federal income tax purposes and such determination is due to the occurrence of an Event of Taxability.

“Enforcement Limitation” means the provisions of the Act that provide that no deficiency judgment may be rendered against the City in any action for breach of a contractual obligation

incurred under the Act and that the taxing power of the City is not and may not be pledged directly or indirectly to secure any moneys due under this Agreement.

“Equipment” means all of the public safety radio and communications equipment financed by the City from the proceeds advanced to the City pursuant to this Agreement, as more particularly described in Exhibit A to the Security Agreement (as the same may be modified from time to time as permitted hereby and by the Security Agreement).

“Event of Nonappropriation” means (a) the failure by the City Council to budget and appropriate in its budget for the ensuing Fiscal Year adopted on or about June 30 of each year moneys sufficient to pay all Installment Payments and any reasonably estimated additional payments under this Agreement coming due in the next ensuing Fiscal Year or (b) the City Council’s deletion from its duly adopted budget of any appropriation for the purposes specified in clause (a) above. In the event that during any Fiscal Year, any additional payments shall become due that were not included in the City’s current budget, and if there are no moneys available to pay such additional payments prior to the date upon which such additional payments are due, an Event of Nonappropriation shall be deemed to have occurred upon notice by the City to the Lender to such effect.

“Event of Taxability” means the occurrence or existence of any fact, event or circumstance caused by the failure of the City to comply with any covenants in this Agreement or any document or certificate executed by the City in connection with the transactions contemplated by this Agreement which has the effect of causing the interest component of the Installment Payments made by the City under this Agreement to be includable in the gross income of the Lender for federal income tax purposes.

“Fiscal Year” means the period beginning on July 1 of any year and ending on June 30 of the following year.

“Inclusion Date” means the effective date that the interest component of the Installment Payments made by the City under this Agreement is includable in the gross income of the Lender as a result of a Determination of Taxability.

“Installment Payment Date” means each of the dates set forth on the Installment Payment Schedule attached hereto as Exhibit A.

“Installment Payments” means the payments required to be paid by the City pursuant to Section 4.1 in order to repay the Advancement, as specified in Exhibit A attached hereto.

“Investment Obligation” means any security or investment authorized by Section 159-30 of the General Statutes of North Carolina, as may be amended from time to time, or any substitute or successor statute.

“Lender” means JPMorgan Chase Bank, N.A., a national banking association organized and existing under the laws of the United States of America, and any of its successors or assigns.

“LGC” means the Local Government Commission of North Carolina, a division of the Department of the State Treasurer, and any successor thereto.

“Net Proceeds” means any proceeds of insurance or taking by eminent domain or condemnation paid with respect to the Equipment remaining after payment therefrom of any expenses (including attorneys’ fees) incurred in the collection thereof.

“Permitted Encumbrances” means, and includes (a) liens for taxes, assessments and other governmental charges due but not yet payable; (b) landlord’s, warehouseman’s, carrier’s, worker’s, vendor’s, mechanic’s and materialmen’s liens and similar liens incurred in the ordinary course of business remaining undischarged for not longer than 60 days from the filing thereof; (c) attachments remaining undischarged for not longer than 60 days from the making thereof; (d) the lien created by the Security Agreement; (e) this Agreement and (f) any lease of the Equipment permitted by Section 8.2(b).

“Security Agreement” means the Security Agreement, dated as of April 19, 2023, from the City for the benefit of the Lender.

“State” means the State of North Carolina.

SECTION 1.2. Exhibits. The following exhibits are attached to, and by reference made a part of, this Agreement:

- | | |
|-----------|--|
| Exhibit A | Installment Payment Schedule |
| Exhibit B | Requisition and Acceptance Certificate |
| Exhibit C | Final Acceptance Certificate |
| Exhibit D | Form of Self-Insurance Letter |

ARTICLE II

REPRESENTATIONS OF THE CITY AND THE LENDER

SECTION 2.1. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants to the Lender as follows:

(a) The City is a municipal corporation duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina.

(b) The Constitution and laws of the State authorize the City to (i) execute and deliver this Agreement and the Security Agreement, (ii) enter into the transactions contemplated thereby and (iii) carry out its obligations thereunder.

(c) The City has duly authorized and executed this Agreement and the Security Agreement in accordance with the Constitution and laws of the State.

(d) Neither the execution and delivery of this Agreement or the Security Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions or any charter provision, restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing.

(e) No approval or consent is required from any governmental authority with respect to the entering into or performance by the City of this Agreement, the Security Agreement and all other documents related thereto and the transactions contemplated hereby and thereby, or if such approval is required, it has been duly obtained.

(f) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the City challenging the validity or enforceability of this Agreement, the Security Agreement or any other documents relating hereto and the performance of the City's obligations hereunder and thereunder.

(g) The City is not in violation of any laws or regulations relating to terrorism or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107 56 (signed into law October 26, 2001) (the "Patriot Act"). Specifically, the City (i) is not an entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (ii) is not an entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) is not an entity with which the Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) is not an entity that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or (v) is not an entity that is named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset Control ("OFAC") or any list of persons or entities issued by OFAC pursuant to

the Executive Order at its official website or any replacement website or other replacement official publication of such list. The City does not and will not conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any blocked or prohibited person or entity described in the preceding sentence or deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or engage in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law or the Patriot Act.

(h) The City acknowledges and agrees that this transaction is an arm's-length commercial transaction between the City and the Lender. In connection with this transaction, the Lender is acting solely as a principal and not as the City's agent, advisor or fiduciary. The Lender has not assumed a fiduciary responsibility with respect to this transaction, and nothing in this transaction or in any prior relationship between the City and the Lender shall be deemed to create an advisory, fiduciary or agency relationship between the City and the Lender in respect of this transaction. The City has consulted its own legal and other advisors to the extent it has deemed appropriate.

SECTION 2.2. Representations, Covenants and Warranties of the Lender. The Lender represents, covenants and warrants to the City as follows:

(a) The Lender is a national banking association organized and existing under the laws of the United States of America and has the requisite power and authority to enter into this Agreement.

(b) Neither the execution and delivery of this Agreement nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the organizational documents of the Lender or any restriction or any agreement or instrument to which the Lender is now a party or by which the Lender is bound.

ARTICLE III
EQUIPMENT FUND

SECTION 3.1. Advancement; Creation of Equipment Fund. In consideration of the covenants, warranties and representations contained herein, and in consideration of the City's agreement to repay the moneys advanced hereunder and interest thereon, the Lender hereby agrees to advance to the City at Closing moneys in the aggregate amount of \$_____ (the "Advancement") to pay the costs of the Equipment and related Closing Costs. On the date of Closing, the Lender shall, at the direction of the City, deposit the Advancement into a depository account established for investment with the North Carolina Capital Management Trust and designated herein as the "City of Greenville 2023 Radio Communications System Equipment Fund" (the "Equipment Fund") to be applied solely in accordance with the provisions of this Article.

SECTION 3.2. Acquisition of Equipment. The City shall enter into one or more contracts or purchase orders providing for the acquisition and/or installation of the Equipment substantially as described herein.

SECTION 3.3. Investment. The City shall invest and reinvest moneys deposited in the Equipment Fund solely in Investment Obligations (which includes investment in the North Carolina Capital Management Trust), and investment earnings on the Equipment Fund shall be retained in the Equipment Fund pending disbursement in accordance with Section 3.4. The City shall be solely responsible for ascertaining that all proposed investments and reinvestments comply with federal, state and local laws, regulations and ordinances governing investment of funds held pursuant to a loan agreement similar in substance to the arrangement contemplated by this Agreement. Accordingly, the Lender shall not be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to investment or reinvestment of all or a portion of the moneys held in the Equipment Fund, and the City hereby agrees, to the extent permitted by law, to release and indemnify and hold harmless the Lender from any such liability, cost, expense, loss or claim.

SECTION 3.4. Disbursements. Unless the Equipment Fund is earlier terminated in accordance with the provisions of Section 3.5, the moneys held in the Equipment Fund shall be used to pay the Closing Costs and the costs of the Equipment upon the prior written consent of the Lender to a written requisition and acceptance certificate prepared by the City and signed by the City Manager or the Director of Financial Services of the City, or their respective designees, substantially in the form set forth in Exhibit B attached hereto, together with such invoices, bills of sale, checks or other documents or items of evidence as the Lender may reasonably require to determine the appropriateness of such requisition. Such funds shall be requisitioned from the Equipment Fund during the period beginning on the Closing Date and ending on April 19, 2025 (the "Acquisition Period"). If the moneys held in the Equipment Fund and any other moneys provided by the City are insufficient to pay all of the Closing Costs and the costs of the Equipment, the City shall provide any balance of the funds needed to complete the acquisition and installation of the Equipment. Any moneys remaining in the Equipment Fund at the end of the Acquisition Period, as evidenced by the Final Acceptance Certificate in the form set forth in Exhibit C attached hereto delivered by the City to the Lender by no later than the end of the

Acquisition Period, shall either (a) to the payment of the next succeeding Installment Payments until such time as such moneys are expended or (b) to the prepayment in whole of the outstanding principal component of the Installment Payments in accordance with the terms and provisions of Section 10.1.

SECTION 3.5. Termination. The Equipment Fund shall be terminated at the earliest of (a) the final distribution of moneys from the Equipment Fund, (b) written notice given by the Lender of an event of default by the City under this Agreement or (c) termination of this Agreement. Upon the occurrence and continuation of an event default under Section 9.1, at the direction of the Lender, all uncommitted and unspent proceeds in the Equipment Fund shall be returned to the Lender to the fullest extent permitted by law and applied against repayment of the Installment Payments then due and payable.

SECTION 3.6. Reliance of the Lender on Documents. The Lender may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Lender shall not be liable in any manner for the sufficiency or correctness as to the form, manner of execution, or validity of any instrument or as to the identity, authority, or right of any person executing the same; and the Lender's duties hereunder shall be limited to the receipts of such moneys, instruments or other documents received by it as the Lender, and for the disposition of the same in accordance herewith.

SECTION 3.7. Disclaimer of the Lender. The City acknowledges and agrees that the design of the Equipment has not been made by the Lender, and the Lender has not supplied any plans or specifications with respect thereto and that the Lender (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Equipment or similar Equipment, (b) has not made any recommendation, given any advance nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Equipment or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Equipment or any component part thereof or any property or rights relating thereto at any stage of the construction thereof, (c) has not at any time had physical possession of the Equipment or any component part thereof or made any inspection thereof or any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Equipment or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the City intends therefore, or (iii) is safe in any manner of respect.

THE LENDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF TO THE CITY OR ANY OTHER CIRCUMSTANCE WHATSOEVER WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE; THE DESIGN OR CONDITION THEREOF; THE SAFETY, WORKMANSHIP, QUALITY OR CAPACITY THEREOF; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE TITLE TO OR INTEREST OF THE LENDER

THEREIN BEYOND THAT TITLE OR INTEREST WHICH THE CITY OBTAINS FROM THE LENDER PURSUANT HERETO; THE ABILITY THEREOF TO PERFORM ANY FUNCTION; THAT THE PROCEEDS DERIVED FROM THE ADVANCEMENT WILL BE SUFFICIENT, TOGETHER WITH ANY OTHER AVAILABLE FUNDS OF THE CITY, TO PAY THE COST OF ACQUIRING THE EQUIPMENT; OR ANY OTHER CHARACTERISTICS OF THE EQUIPMENT, IT BEING AGREED THAT ALL RISKS RELATING TO THE EQUIPMENT, THE COMPLETION THEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE TO BE BORNE BY THE CITY, AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF THE LENDER ARE HEREBY WAIVED BY THE CITY.

ARTICLE IV

REPAYMENT OF THE ADVANCEMENT; SECURITY FOR REPAYMENT

SECTION 4.1. Repayment of the Advancement. (a) The City shall repay the Advancement, with interest, computed at the rate of 3.73% per annum (calculated on the basis of a 360-day year consisting of twelve 30-day months) in installments due at the times and in the amounts set forth in Exhibit A.

(b) All Installment Payments required to be made to the Lender hereunder shall be made to **[JPMorgan Chase Bank, N.A. at 1111 Polaris Parkway, Suite 1P (OH1-1085), Columbus, Ohio 43420]**, or otherwise as may be authorized or directed by the Lender.

(c) In the event of a Determination of Taxability, the interest rate relating to the Advancement payable under this Agreement, from and after the Inclusion Date, shall be adjusted to preserve the Lender's after-tax economic yield with respect to the interest components of the Installment Payments relating to the Advancement. In addition, the City shall pay to the Lender (i) an amount necessary to reimburse the Lender for any interest, penalties or other charges assessed by the Internal Revenue Service or the Department of Revenue by reason of the Lender's failure to include the interest portion of the Installment Payments relating to the Advancement in its gross income for income tax purposes, and (ii) upon request of the Lender, additional interest as a result of the increase in the interest rate on all previous payments made by the City after the Inclusion Date. In the event of a Determination of Taxability, the Lender shall provide the City with a new Installment Payment Schedule with respect to the Advancement which reflects the new interest rate which will replace the Installment Payment Schedule set forth in Exhibit A.

(d) The City represents that (i) it is a governmental unit with general taxing powers, (ii) the obligations represented by this Agreement do not constitute private activity bonds within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"), (iii) 95% or more of the net proceeds advance to the City under this Agreement are to be used for local governmental activities of the City and (iv) the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued by the City (and all subordinate entities thereof) during calendar year 2023 does not, and will not, exceed \$10,000,000. The City also represents that it has designated each of the Installment Payments under this Agreement as a "qualified tax-exempt obligation" for the purposes of Section 265(b)(3) of the Code. In the event the City breaches any of these representations, the interest rate payable under this Agreement shall be adjusted to preserve the Lender's after-tax economic yield with respect to the interest component of the Installment Payments, taking into account any interest expense deductions lost by the Lender as a direct or indirect result of the City's actions. In addition, the City shall pay to the Lender an amount necessary to reimburse the Lender for any interest, penalties or other charges assessed by the Internal Revenue Service or the Department of Revenue by reason of its loss of such interest expense deductions. In such event, the Lender shall provide the City with a new Installment Payment Schedule which reflects the new interest rate which will replace the Installment Payment Schedule set forth in Exhibit A.

(e) The City agrees to give prompt written notice to the Lender upon the City's receipt of any notice or information from any source whatsoever to the effect that an Event of Taxability, a Determination of Taxability or a breach of the representations made in subsection (d) of this Section shall have occurred.

SECTION 4.2. Budget and Appropriation. (a) The officer of the City at any time charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the City Council in any Fiscal Year in which this Agreement shall be in effect, items for all Installment Payments and any additional payments required for such Fiscal Year under this Agreement or the Security Agreement. Any budget item referred to in this Section shall be deleted from the applicable budget by the City Council only by the adoption of a resolution to such effect containing a statement of its reasons therefor, which resolution shall be adopted by roll-call vote and shall be included within the minutes of the City Council. The City shall furnish the Lender with copies of its annual budget promptly after its adoption and copies of any amended budget affecting appropriations for Installment Payments or additional payments required under this Agreement or the Security Agreement. The City shall promptly provide written notice to the Lender and the LGC of any Event of Nonappropriation.

(b) NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE CITY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT IS IN EFFECT; PROVIDED, HOWEVER, THAT ANY FAILURE OR REFUSAL BY THE CITY TO APPROPRIATE FUNDS WHICH RESULTS IN THE FAILURE BY THE CITY TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBLVIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE CITY IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS AGREEMENT AND THE TAXING POWER OF THE CITY IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS AGREEMENT.

No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the City's moneys, nor shall any provision of this Agreement restrict the future issuance of any of the City's bonds or moneys. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

SECTION 4.3. Security Agreement. In order to secure its obligations under this Agreement, including its obligation to make the Installment Payments hereunder, the City shall execute and deliver the Security Agreement simultaneously with the execution and delivery of

this Agreement granting to the Lender a security interest in the Equipment and the Equipment Fund as more particularly described in the Security Agreement.

SECTION 4.4. No Set-Off, Recoupment, Etc. Subject to Section 4.2 and the Enforcement Limitation, the obligation of the City to make the Installment Payments hereunder and to perform and observe the other covenants of this Agreement shall be absolute and unconditional, and the City will pay without abatement, diminution or deduction all such amounts regardless of any cause or circumstance whatsoever, including, without limitation, any defense, set-off, recoupment or counterclaim that the City may have against the Lender.

ARTICLE V

INSURANCE

SECTION 5.1. Insurance. (a) The City shall, during the term of this Agreement and at all times before all Installment Payments have been paid, continuously insure the Equipment, or cause the Equipment to be insured, against loss or damage to any portion of the Equipment with a value in excess of \$25,000 by fire and all other risks covered by the standard extended coverage endorsement then in use in the State in an amount equal to 100% of the actual cash value of such Equipment (subject to a deductible clause not to exceed \$50,000 for any one loss), paying as the same become due all premiums in respect thereof. The policy providing for such insurance shall name the Lender as loss payee. In addition, the City shall (i) maintain a comprehensive general liability policy or policies in protection of the City, its officers, agents and employees, which policy or policies shall cover such losses and shall have such deductible amounts as shall be satisfactory to the City and shall name the Lender as an additional insured with respect to the Equipment and (ii) maintain workers' compensation insurance to insure its employees against liability for workers' compensation under the laws of the State. Such insurance required by this subsection shall be provided by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better.

(b) Notwithstanding the foregoing, in lieu of obtaining the policies of insurance required by this Section, the City may adopt alternative risk management programs which it determines to be reasonable, including, without limitation, to self-insure in whole or in part, individually or in connection with other institutions, to participate in programs of captive insurance companies, to participate with other institutions in mutual or other cooperative insurance or other risk management programs, to participate in State or federal insurance programs, to take advantage of State or federal laws now or hereafter in existence limiting liability, or to establish or participate in other alternative risk management programs, all as may be reasonable and appropriate risk management by the City. In addition, any insurance coverage pursuant to this Section may also be pursuant to a program whereby the City self-insures against certain losses up to a stated loss amount, and retains excess coverage from an insurer meeting the requirements of this Section. In the event that the City maintains such self-insurance or other alternative risk management programs as permitted by this subsection, the City shall provide to the Lender a letter in substantially the form set forth in Exhibit D attached hereto.

(c) The insurance coverage required under this Section may be maintained under a blanket policy covering other properties of the City.

(d) The City shall cause to be delivered to the Lender annually a certificate or other evidence showing that the insurance policies or alternative risk management programs required or permitted by this Agreement are in full force and effect. Furthermore, the City shall not cancel or modify such insurance or other coverage required by this Section in any way that would affect the interests of the Lender without first giving, or causing to be given, written notice thereof to the Lender at least 30 days in advance of such cancellation or modification.

(e) The City shall cooperate fully with the Lender in filing any proof of loss with respect to any insurance policy maintained pursuant to this Section.

SECTION 5.2. Damage and Destruction. If at any time before all Installment Payments have been paid, the Equipment is damaged or destroyed by fire, flood, windstorm or other casualty, the City shall cause the Net Proceeds from insurance, or an amount equal thereto, to be used for the repair, restoration or replacement of the Equipment or to the prepayment of the principal components of the Installment Payments as provided in Article VI. In the case of any damage to or destruction of the Equipment exceeding \$100,000 in any Fiscal Year, the City shall give prompt written notice thereof to the Lender. All equipment, machinery or other personal property so acquired from such Net Proceeds pursuant to this Section shall be purchased free of all liens and encumbrances, other than Permitted Encumbrances, and shall become a part of the Equipment, subject to the security interest created by the Security Agreement.

SECTION 5.3. Advances. In the event the City shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 5.1, the Lender may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by the Lender shall constitute additional amounts advanced hereunder, and, subject to the Enforcement Limitation, the City agrees to pay such amounts so advanced by the Lender with interest thereon from the due date until paid at a rate equal to 5.00% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VI

DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

SECTION 6.1. Obligation of the City to Repair and Replace the Equipment. Unless applied to the payment in full of the remaining Installment Payments pursuant to Section 6.2 and Section 10.1, the City shall cause the Net Proceeds of any insurance policies or condemnation or eminent domain proceedings in excess of \$100,000 to be deposited in a separate fund maintained by the City with the Lender or other depository acceptable to the Lender. Except as set forth in Section 6.2, all Net Proceeds so deposited shall be applied to the prompt repair, restoration or replacement of the Equipment and shall be disbursed upon receipt of requisitions in the same manner specified in Section 3.4 for disbursements from the Equipment Fund. The Lender shall cooperate with the City in the administration of such fund and shall not unreasonably withhold its approval of requisitions under this Section. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the City, subject to the Security Agreement and Permitted Encumbrances, and shall be included as part of the Equipment under this Agreement.

SECTION 6.2. Insufficiency of Net Proceeds; Discharge of the Obligation of the City to Repair the Equipment. (a) If the Net Proceeds shall be insufficient to pay in full the cost of repair, restoration or replacement of the Equipment, the City may elect to complete the work and pay any cost in excess of the amount of the Net Proceeds, and the City agrees that, if by reason of any such insufficiency of the Net Proceeds, the City shall make any payments pursuant to the provisions of this subsection, the City shall not be entitled to any reimbursement therefor from the Lender, nor shall the City be entitled to any diminution of the Installment Payments payable under Section 4.1.

(b) If the City elects not to apply the Net Proceeds to the repair, restoration or replacement of the Equipment, the City may apply the Net Proceeds of such insurance policies, together with any other available funds of the City, to the prepayment in whole of the principal component of the Installment Payments in accordance with Section 10.1. In the event the amount of such Net Proceeds exceeds the amount necessary to prepay the principal component of all remaining Installment Payments, plus the interest component of the Installment Payments accrued to the date of prepayment, such excess shall be paid to or retained by the City.

Within 90 days following the receipt of Net Proceeds, unless a further extension is approved by the Lender, the City shall commence the repair, restoration or replacement of the Equipment, or shall apply the Net Proceeds and any other available funds of the City to the prepayment of the Installment Payments under the provisions of Section 10.1. For purposes of this subsection, “commence” shall include the retention of an engineer in anticipation of the repair, restoration, modification, improvement or replacement of the Equipment. In the event that the City shall, after commencing the repair, restoration, modification, improvement or replacement of the Equipment, determine that the Net Proceeds (plus any amount withheld therefrom by reason of any deductible clause) shall be insufficient for the accomplishment thereof, the City may, subject to the provisions set forth above, elect to apply the Net Proceeds to

the prepayment of the principal components of the Installment Payments under the provisions of Section 10.1.

SECTION 6.3. Cooperation of the Lender. The Lender shall cooperate fully with the City in filing any proof of loss with respect to any insurance policy covering the events specified in Section 5.1. In no event shall the Lender or the City voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim or condemnation proceedings with respect to the Equipment without the prior written consent of the other.

ARTICLE VII

COVENANTS OF THE CITY

SECTION 7.1. Access to the Equipment. The City agrees that the Lender and its agents and employees, shall have the right, at all reasonable times during normal business hours of the City upon the furnishing of reasonable notice to the City under the circumstances, to examine and inspect the Equipment or any portion thereof. The City further agrees that the Lender and the Lender's successors, assigns or designees shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by the City to perform its obligations hereunder. No right of inspection shall be deemed to impose on the Lender any duty or obligation whatsoever to undertake any inspection, and no inspection made by the Lender shall be deemed to impose upon the Lender any duty or obligation to identify any defects in the Equipment or to notify any person with respect thereto.

SECTION 7.2. Maintenance, Utilities, Taxes and Assessments. (a) Subject to the Enforcement Limitation, the City shall provide for the repair and replacement of any portion of the Equipment required on account of ordinary wear and tear or want of care.

(b) Subject to the Enforcement Limitation, the City shall also pay, or provide for the payment of, all taxes and assessments, including, but not limited to, utility charges of any type or nature levied, assessed or charged against any portion of the Equipment; provided, however, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided, however, that prior to such nonpayment, the City shall furnish to the Lender an opinion of counsel acceptable to the Lender to the effect that, by nonpayment of any such items, the interest of the Lender in the Equipment will not be materially endangered and that all or any portion of the Equipment will not be subject to loss or forfeiture. Otherwise, subject to the Enforcement Limitation, the City shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof.

SECTION 7.3. Modification of the Equipment. The City shall, in its sole discretion and at its own expense, have the right to make additions, modifications and improvements to any portion of the Equipment if such additions, modifications or improvements are necessary or beneficial for the use of the Equipment. Such additions, modifications and improvements shall not in any way damage any of the Equipment (unless such damage is to be repaired as provided in Section 6.1) or cause the Equipment to be used for purposes other than those authorized under the provisions of law, and the Equipment, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not less than the value of the Equipment immediately prior to the making of such additions, modifications and

improvements. All such items, as so modified, shall be subject to the lien of the Security Agreement.

Except for Permitted Encumbrances, the City shall not permit any lien to be established or remain against the Equipment for labor or materials furnished in connection with any additions, modifications or improvements made by the City pursuant to this Section; provided, however, that if any such lien is established, the City may, at its own expense and in its name, in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, provided that the City shall furnish to the Lender full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Lender.

SECTION 7.4. Encumbrances. Except as provided in this Article (including, without limitation, Section 7.3 and this Section), the City shall not, directly or indirectly, create, incur, assume or suffer to exist any pledge, lien, charge, encumbrance or claim, as applicable, on or with respect to the Equipment, other than Permitted Encumbrances. Except as expressly provided in this Article and subject to the Enforcement Limitation, the City shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such pledge, lien, charge, encumbrance or claim for which it is responsible if the same shall arise at any time; provided, however, that the City may contest any such lien, charge, encumbrance or claim if it desires to do so and if it provides the Lender with full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Lender.

SECTION 7.5. Indemnification of the Lender and the LGC. To the fullest extent permitted by law, the City covenants to defend, indemnify and hold harmless the Lender and the LGC and its officers, directors, members, employees and agents (collectively, the “Indemnified Party”) against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise in connection with the transactions contemplated by this Agreement or the Security Agreement and shall reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions contemplated by this Agreement or the Security Agreement. In particular, without limitation, the City shall and hereby agrees, to the fullest extent permitted by law, to indemnify and save the Indemnified Party harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of any breach or default on the part of the City in the performance of any of its obligations under this Agreement or the Security Agreement.

SECTION 7.6. Financial Information to the Lender. The City agrees that it will furnish to the Lender, when the same become available, but in no event later than 180 days after the end of the Fiscal Year, its annual audited financial statements and such additional information (excluding privileged or confidential information) as the Lender may reasonably request from time to time.

ARTICLE VIII

ASSIGNMENT, LEASING AND AMENDMENT

SECTION 8.1. Assignment by the Lender. The Lender may, at any time and from time to time, without the consent of the City assign to (i) an affiliate of the Lender, (ii) any bank, insurance company or similar financial institution (or their respective affiliates) or (iii) any other entity approved by the LGC all or any part of its interest in the Equipment or this Agreement, including, without limitation, the Lender's rights to receive the Installment Payments and any additional payments due and to become due hereunder (including participation arrangements with such entities). For the avoidance of doubt, no consent of the LGC is required if the assignment is to any of the entities described in clause (i) or (ii) of the preceding sentence. Reassignment by any assignee may also only be to (i) an affiliate of the assignee, (ii) a bank, insurance company or similar financial institution (or their respective affiliates) or (iii) to any other entity approved by the LGC. The City agrees that this Agreement may become part of a pool of obligations at the Lender's or its assignee's option. The Lender or its assignees may assign or reassign either the entire pool or any partial interest herein. Notwithstanding the foregoing, no assignment or reassignment of the Lender's interest in the Equipment or this Agreement shall be effective unless and until the City shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each assignee. The City covenants and agrees with the Lender and each subsequent assignee of the Lender to maintain for the full term of this Agreement a written record of each such assignment or reassignment. The City hereby appoints the Lender as its agent for the purpose of maintaining any written record in connection with an assignment under this Section, and the Lender hereby accepts such appointment. The City agrees to execute any document reasonably required by the Lender in connection with any assignment. Notwithstanding any assignment by the Lender of its interest in this Agreement, the City shall not be obligated to provide any financial or other information to any assignee of the Lender except as set forth in Section 7.6.

After the giving of notice described above to the City, the City shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgement shall in no way be deemed to make the assignment effective.

The Lender covenants that any disclosure document circulated by it or an assignee in connection with the sale of the Lender's rights in this Agreement will contain a statement to the effect that the City has not reviewed and is not responsible for the disclosure document. The Lender covenants to defend, indemnify and hold harmless the City and its officers, employees and agents against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such indemnified party may become subject on account of any statement included in a disclosure document, or failure to include a statement in a disclosure document, unless the City shall have expressly approved the use of such disclosure document.

SECTION 8.2. Assignment and Lease by the City. (a) This Agreement may not be assigned by the City.

(b) The City may lease all or any portion of the Equipment, subject to each of the following conditions:

(i) the obligation of the City to make Installment Payments hereunder shall remain obligations of the City;

(ii) the City shall within thirty (30) days prior to the execution and delivery of any such lease, furnish or cause to be furnished to the Lender, a true and complete copy of the form of such lease;

(iii) the Lender shall have received evidence satisfactory to the Lender that such lease is subordinate in all respects to the lien of the Security Agreement; and

(iv) the lease by the City shall not cause the Equipment to be used for a purpose other than a governmental or proprietary function of the City authorized under the provisions of the Constitution and laws of the State and shall not cause the interest component in the Installment Payments to be includable in gross income of the Lender for federal income tax purposes.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

SECTION 9.1. Events of Default Defined. The following shall be “events of default” under this Agreement and the terms “events of default” and “default” shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) The failure by the City to pay any Installment Payment required to be paid hereunder within ten (10) days of when such payment is due.

(b) The occurrence of an Event of Nonappropriation.

(c) Failure by the City to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a), (b) or (c) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Lender; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by the City within the applicable period and diligently pursued, the City shall have such additional period of time to correct the failure as shall be necessary to correct such failure so long as such correction is diligently pursued.

(e) The City becomes insolvent or the subject of insolvency proceedings; or is unable, or admits in writing its inability, to pay its debts as they mature; or makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or files a petition or other pleading seeking reorganization, composition, readjustment or liquidation of assets, or requesting similar relief; or applies to a court for the appointment of a receiver for it or for the whole or any part of its property; or has a receiver or liquidator appointed for it or for the whole or any part of its property (with or without the consent of the City) and such receiver is not discharged within ninety (90) consecutive days after his appointment; or becomes the subject of an “order for relief” within the meaning of the United States Bankruptcy Code; or files an answer to a creditor’s petition admitting the material allegations thereof for liquidation, reorganization, readjustment or composition or to effect a plan or other arrangement with creditors or fail to have such petition dismissed within sixty (60) consecutive days after the same is filed against the City.

(f) The occurrence of an “Event of Default” under the Security Agreement as defined therein.

(g) The City shall fail to pay the principal of or the interest or any redemption premium on any general obligation bonds or notes of the City as required by such bonds or notes or the documents providing for the issuance thereof, or shall fail to pay any principal or interest payment, installment payment or lease payment when due under any other borrowing agreement with the Lender or any affiliate of the Lender.

(h) Any warranty, representation or statement made by the City herein or in the Security Agreement or any other document executed and delivered by the City in connection herewith is found to be incorrect or misleading in any material respect as of the date made.

SECTION 9.2. Remedies on Default. Upon the occurrence of any event of default under Section 9.1, the Lender may, without any further demand or notice, exercise any one or more of the following remedies:

(a) declare the entire amount of the principal component of the Installment Payments and the accrued and unpaid interest component to the date of declaration to be immediately due and payable;

(b) exercise all remedies available at law or in equity or under the Security Agreement, including sale of the Equipment, and apply the proceeds of any such sale or other disposition, after deducting all costs and expenses, including court costs and reasonable attorneys' fees incurred with the recovery, repair, storage and other sale or other disposition costs, toward the principal component and accrued and unpaid interest of the balance of Installment Payments due; and

(c) subject to the Enforcement Limitation, proceed by appropriate court action to enforce performance by the City of the applicable covenants of this Agreement or to recover for the breach thereof.

NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE CITY IN FAVOR OF THE LENDER OR ANY OTHER PERSON IN VIOLATION OF SAID SECTION 160A-20, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER WHEN THE SALE OF ALL OR ANY PORTION OF THE EQUIPMENT IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER.

SECTION 9.3. No Remedy Exclusive. No remedy conferred herein upon or reserved to the Lender is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. To the extent permitted by law, any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required in this Article or by law.

SECTION 9.4. Agreement to Pay Attorneys' Fees and Expenses. In the event the City should default under any of the provisions hereof and the Lender should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the City contained herein, the City agrees that it will pay on demand to the Lender, subject to the limitations and provisions of

Section 6-21.2 of the General Statutes of North Carolina, as amended, the reasonable fees of such attorneys and such other expenses so incurred by the Lender. For purposes of this Section, the reasonable fees of attorneys shall mean attorneys' fees actually incurred at such attorneys' standard hourly rate for such services and shall not be based on any percentage of the outstanding amount due; provided, however that such attorneys' fees shall not exceed the maximum amount permitted by law.

SECTION 9.5. No Additional Waiver Implied by One Waiver. In the event any provision contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder except as may be provided by law.

ARTICLE X

PREPAYMENT OF INSTALLMENT PAYMENTS

SECTION 10.1. Prepayment of Installment Payments. (a) Upon at least thirty (30) days' prior written notice to the Lender (unless otherwise waived by the Lender), the City may prepay the outstanding principal component of the Installment Payments in whole, but not in part, on any date at a prepayment price of 100% of the principal component of the Installment Payments to be prepaid, plus accrued interest thereon to the prepayment date and the Breakfunding Charge (hereinafter defined), if any.

For purposes of this Section, a "Breakfunding Charge" shall mean, and shall be due and payable (unless otherwise waived by the Lender) if clause (i) below exceeds clause (ii) below where (i) equals the interest component of each of the Installment Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap, including any forward rate swap, if any, which Lender shall be deemed to have entered into on the earlier of (a) the date the Advancement was originally funded by the Lender or (b) the date a rate was otherwise established by the Lender and (ii) equals the interest component of each of the Installment Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap which Lender shall be deemed to have entered into on the date of prepayment (the "Replacement Swap").

(b) Notwithstanding the provisions of subsection (a) of this Section, in the event that the City shall elect to prepay the outstanding principal component of the Installment Payments from Net Proceeds and any other available funds in accordance with Section 6.2(b), such prepayment may be made in whole, but not in part, on any date at a prepayment price of 100% of the principal component of the Installment Payments to be prepaid, plus accrued interest thereon to the prepayment date.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received upon the earlier of actual receipt or three days after deposit in the United States first-class, registered or certified mail (unless otherwise provided herein), postage prepaid, at the following addresses:

If to the City:

City of Greenville, North Carolina
200 West Fifth Street
Greenville, North Carolina 27834
Attention: Director of Financial Services

If to the Lender:

**[JPMorgan Chase Bank, N.A.
1111 Polaris Parkway, Suite 1P (OH1-1085)
Columbus, Ohio 43240
Attention: GNPH Operations Manager]**

The City and the Lender, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

SECTION 11.2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the City and the Lender and their respective successors and assigns. Whenever in this Agreement either the City or the Lender is named or referred to, such reference shall be deemed to include the successors or assigns thereof and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Lender shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 11.3. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 11.4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 11.5. Commitment Letter. The terms of this Agreement shall supersede the terms of any commitment letter, proposal or other term sheet provided by the Lender. To the extent of any conflict between this Agreement and such other documents, this Agreement shall take priority.

SECTION 11.6. Applicable Law. This Agreement shall be construed and governed in accordance with the laws of the State of North Carolina.

SECTION 11.7. E-Verify. The Lender hereby certifies that the Lender understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Lender uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Lender shall require that any subcontractor that it uses in connection with the transactions contemplated by this Agreement certify to such subcontractor’s compliance with E-Verify.

SECTION 11.8. Waiver of Immunity. To the extent permitted by law, the City hereby expressly and irrevocably waives any immunity (including sovereign, crown or similar immunity) and any defenses based thereon from any suit, action or proceeding or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) in any forum with respect to this Agreement and the transactions contemplated hereby and thereby. The Lender shall have and be entitled to all available legal and equitable remedies, including the right to specific performance, money damages, and injunctive and declaratory relief.

SECTION 11.9. Government Regulation; Anti-Corruption. (a) The City shall not use, or permit any proceeds of the Advancement to be used, directly or indirectly, by the City or its council members, officers, employees or agents (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person (hereinafter defined) in violation of any Anti- Corruption Laws (hereinafter defined); (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person (hereinafter defined) or in any Sanctioned Country (hereinafter defined); or (iii) in any manner that would result in the violation of any Sanctions (hereinafter) applicable to any party hereto.

(b) For the purposes of this Section, the following terms shall have the following meanings:

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the Lessee or its subsidiaries from time to time concerning or relating to bribery or corruption.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity.

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State.

“Sanctioned Country” means, at any time, a country or territory which is the subject or target of any Sanctions.

“Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions- related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

SECTION 11.10. Offshoring. Certain services may be performed by the Lender or any affiliate of the Lender, including affiliates, branches or units located in any country in which the Lender conducts business or has a service provider. The City hereby authorizes the Lender to transfer the City’s information to such affiliates, branches or units at such locations as the Lender deems appropriate. The Lender reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

SECTION 11.11. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, ALL PARTIES TO THIS AGREEMENT WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT.

IN WITNESS WHEREOF, the City and the Lender have caused this Agreement to be executed in their respective names by their respective duly authorized officers as of the date first above written.

CITY OF GREENVILLE, NORTH CAROLINA

[SEAL]

By: _____
Mayor

Attest:

City Clerk

JPMORGAN CHASE BANK, N.A.

By: _____
Executive Director

[Signature page to the Installment Financing Agreement, dated as of April 19, 2023, between the City of Greenville, North Carolina and JPMorgan Chase Bank, N.A.]

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The foregoing Installment Financing Agreement has been approved under the provisions of Section 160A-20 and Article 8 of Chapter 159 of the General Statutes of North Carolina, as amended.

Secretary, Local Government Commission
of North Carolina

INSTALLMENT PAYMENT SCHEDULE

(JPMorgan Lease Number: _____)

<u>Installment Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
October 1, 2023			
April 1, 2024			
October 1, 2024			
April 1, 2025			
October 1, 2025			
April 1, 2026			
October 1, 2026			
April 1, 2027			
October 1, 2027			
April 1, 2028			
October 1, 2028			
April 1, 2029			
October 1, 2029			
April 1, 2030			
October 1, 2030			
April 1, 2031			
October 1, 2031			
April 1, 2032			
October 1, 2032			
April 1, 2033			

REQUISITION AND ACCEPTANCE CERTIFICATE

**[JPMorgan Chase Bank, N.A.
1111 Polaris Parkway, Suite 1P (OH1-1085)
Columbus, Ohio 43240
Attention: GNPH Operations Manager]**

Re: Disbursement from the Equipment Fund pursuant to Section 3.4 of the Installment Financing Agreement, dated as of April 19, 2023 (the “Agreement”), between the City of Greenville, North Carolina (the “City”) and JPMorgan Chase Bank, N.A. (the “Lender”) (JPMorgan Lease Number: _____)

REQUISITION NO. _____

1. The City intends to reimburse itself or to pay to _____ for _____, \$_____ as a [Equipment Cost/Closing Cost] from the Equipment Fund as provided in Section 3.4 of the Agreement [by wire transfer] [by check].

2. In connection with such requisition request, the City hereby certifies as follows:

(a) Such cost has been properly incurred, is a proper charge against the Equipment Fund and has not been the basis of any previous disbursements.

(b) The City has received no notice of any vendor’s, mechanic’s or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(c) This requisition contains no item representing payment on account, or any retained percentages which the City is, at the date hereof, entitled to retain.

(d) The City is currently maintaining the insurance coverage required by Section 5.1 of the Agreement.

(e) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Agreement has occurred and is continuing at the date hereof.

(f) This requisition is being made during the Acquisition Period set forth in the Agreement.

(g) The portion of the Equipment purchased by the City and described in this requisition has been delivered, installed (if applicable) and accepted by the City on or prior the date hereof, and the City has conducted such inspection and/or testing of such portion of the Equipment as it

deems necessary and appropriate and hereby acknowledges that it accepts such portion of the Equipment for all purposes.

In connection with this requisition, the City is delivering to the Lender a copy of such invoices, bills of sale, checks or other documents or other items of evidence necessary to determine the appropriateness of such requisition.

Capitalized terms used herein and not otherwise defined have the meanings set forth in the Agreement.

Very truly yours,

Title: _____

The Lender hereby agrees to payment of the foregoing amounts from the Equipment Fund.

JPMORGAN CHASE BANK, N.A.

By: _____

Title: _____

Date: _____

FINAL ACCEPTANCE CERTIFICATE

[JPMorgan Chase Bank, N.A.
1111 Polaris Parkway, Suite 1P (OH1-1085)
Columbus, Ohio 43240
Attention: GNPH Operations Manager]

Re: Installment Financing Agreement, dated as of April 19, 2023 (the "Agreement"), between the City of Greenville, North Carolina (the "City") and JPMorgan Chase Bank, N.A. (the "Lender") (JPMorgan Lease Number: _____)

In accordance with the Agreement, the undersigned City hereby certifies and represents to, and agrees with the Lender as follows:

- 1. The Equipment has been completely delivered, installed and accepted by the City.
- 2. The City has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- 3. The City is currently maintaining the insurance coverage required by Section 5.1 of the Agreement.
- 4. Any moneys remaining in the Equipment Fund may be disbursed in accordance with Section 3.4 of the Agreement.

Capitalized terms used herein and not otherwise defined have the meanings set forth in the Agreement.

Date: _____

CITY OF GREENVILLE, NORTH CAROLINA

By: _____
City Representative

FORM OF SELF-INSURANCE LETTER

**[JPMorgan Chase Bank, N.A.
1111 Polaris Parkway, Suite 1P (OH1-1085)
Columbus, Ohio 43240
Attention: GNPH Operations Manager]**

Re: Installment Financing Agreement, dated as of April 19, 2023 (the “Agreement”), between the City of Greenville, North Carolina (the “City”) and JPMorgan Chase, N.A. (the “Lender”) (JPMorgan Lease Number: _____)

In connection with the above-referenced Agreement (the “Agreement”), the City of Greenville, North Carolina (the “City”) hereby warrants and represents to JPMorgan Chase Bank, N.A. the following information. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Agreement.

1. The City is self-insured for damage or destruction to the Equipment. The dollar amount limit for property damage to the Equipment under such self-insurance program is \$_____. [The City maintains an umbrella insurance policy for claims in excess of City’s self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$_____.]

2. The City is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the City’s self-insurance program is \$_____. [The City maintains an umbrella insurance policy for claims in excess of City’s self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$_____.]

[3]. The City maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover City’s self-insurance liabilities is \$_____. [Amounts paid from the City’s self-insurance fund are subject to a dollar per claim of \$_____.]

[3]. The City does not maintain a self-insurance fund. The City obtains funds to pay claims for which it has self-insured from the following sources: _____.
Amounts payable for claims from such sources are limited as follows:
_____.

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by City.

CITY OF GREENVILLE, NORTH CAROLINA

By: _____
City Representative

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of April 19, 2023 (the “Security Agreement”), is made by the CITY OF GREENVILLE, NORTH CAROLINA, a municipal corporation duly organized and existing under the Constitution and laws of the State of North Carolina (the “City”), for the benefit of JPMORGAN CHASE BANK N.A., a national banking association organized and existing under the laws of the United States of America (the “Lender”), or any successor and assign, being hereinafter referred to as the “Secured Party;”

WITNESSETH:

WHEREAS, the City has entered into an Installment Financing Agreement, of even date herewith (the “Agreement”), with the Lender, whereby the Lender has agreed to advance funds to the City in the principal amount of \$_____ to (a) pay the costs of the Equipment (as defined in the Agreement) and (b) pay certain related financing costs, and the City has agreed to repay the funds advanced to the City with interest in installments due at the times and in the amounts set forth in the Agreement (the “Installment Payments”), the final Installment Payment being due on April 1, 2033;

WHEREAS, the City desires to secure (a) the payment of the Installment Payments due under the Agreement, (b) the performance by the City of all of its other obligations under the Agreement, (c) the payment of any and all other indebtedness which this Security Agreement by its terms secures and (d) the performance by the City of the covenants and agreements contained in this Security Agreement by granting to the Secured Party a security interest in the Collateral (hereinafter defined);

NOW, THEREFORE, in order to induce the Lender to make the advancement under the Agreement, and in consideration of the benefits to accrue to the City by reason thereof, and for other good and valuable consideration, receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

Section 1. Uniform Commercial Code Security Agreement. The City hereby grants to the Secured Party, as security for the payment of all Installment Payments under the Agreement and the performance by the City of all of its other obligations under the Agreement and this Security Agreement, a security interest in (a) all of the Equipment financed by the City from the amounts advanced to the City pursuant to the Agreement, as more particularly described in Exhibit A hereto, including any additions, modifications, substitutions and replacements thereof or thereto as permitted by the Agreement, and all proceeds (cash and non-cash) thereof, including the net proceeds of insurance or condemnation proceedings and (b) the Equipment Fund (as defined in the Agreement), all sums contained therein, any investment of funds in the Equipment Fund and all products and proceeds thereof (collectively, the “Collateral”). The parties contemplate that the list of Equipment set forth in Exhibit A may be changed or modified during the Acquisition Period. The City hereby agrees that, should it propose to substitute an item of Equipment described in Exhibit A with a different item of Equipment, such different item of Equipment

shall be acceptable provided that it is to be used for general governmental purposes of the City and is of the same general type and category of Equipment so described in Exhibit A. Upon such substitution, the parties hereto shall be deemed to have amended Exhibit A to this Agreement to include such substituted item of Equipment upon submission of a Requisition and Acceptance Certificate by the City for such substituted item of Equipment, approval thereof by the Lender and payment for such substituted item of Equipment with the proceeds of the Advancement, at which time such item will be deemed Equipment, and this Security Agreement shall be deemed amended to include such item of Equipment. If an item of Equipment has not been submitted for payment from the proceeds of the Advancement by the time that all of the proceeds of the Advancement have been expended, then such item of Equipment shall be deemed removed from this Security Agreement, and this Security Agreement shall be deemed to be so amended.

The City shall execute, deliver and file, or cause to be filed, in such place or places as may be required by the Secured Party, Uniform Commercial Code financing statements (including any continuation statements or amendments thereto required to be filed to continue the perfection of the security interest granted hereby) in such form as is required to perfect and continue the perfection of the security interest hereby granted in the Collateral.

The City further agrees to provide the Lender with any additional information requested by the Secured Party necessary to identify the particular Equipment and to provide such identification markings on the Equipment, in form satisfactory to the Secured Party, as the Secured Party deems necessary or appropriate to give notice of the Secured Party's security interest in the Equipment, and upon assignment, the interest of any assignee of the Secured Party in the Equipment.

At any time during the term of the Agreement, if so requested in writing by the Lender, the City shall promptly take such actions necessary to cause any Equipment constituting a motor vehicle required to be titled under North Carolina law to be registered and titled as follows:

- (a) Registered Owner: City of Greenville, North Carolina
- (b) Lienholder: **[JPMorgan Chase Bank, N.A.
1111 Polaris Parkway, Suite 1P (OH1-1085)
Columbus, Ohio 43240]**

In such case, the City shall be responsible for the correct titling of all Equipment and shall cause the original Certificates of Title to be delivered to the Secured Party for retention in the Secured Party's files throughout the remaining term of the Agreement.

To the extent permitted by law, the Equipment is and shall at all times remain personal property, whether or not affixed to or installed upon real property, and none of the Equipment shall constitute fixtures within the meaning of the Uniform Commercial Code, as adopted by the State of North Carolina (the "UCC").

Section 2. Grant of Licenses; Collateral Assignment. The City is the owner of certain real property easements, rights of way and other interests and rights in real property where all or a portion of the Equipment may be located. To the fullest extent permitted by law, the City

hereby grants to the Secured Party such licenses or other rights or privileges as may be necessary or desirable for the Secured Party, or its agents, to enter in or upon such property where the Equipment is located for the purpose of exercising its rights hereunder. The City grants these licenses in connection with the other property interests granted hereunder to the Secured Party, with the intent that such licenses qualify as licenses coupled with an interest so as to be irrevocable.

Section 3. Representations, Warranties and Covenants. The City hereby represents, warrants and covenants as follows:

(a) The City is and shall continue to be the absolute owner of the Collateral, free and clear of all encumbrances and security interests, other than Permitted Encumbrances (as defined in the Agreement).

(b) The City shall not sell, transfer, exchange, lease, mortgage, encumber, pledge or otherwise dispose of all or any part of the Collateral, except as provided in the Agreement and this Security Agreement.

(c) The City shall execute and deliver to the Secured Party concurrently with the execution and delivery of this Security Agreement and upon the request of the Secured Party from time to time thereafter, all financing statements and other documents reasonably required to perfect and maintain the security interest created hereby.

Section 4. Events of Default and Remedies of Secured Party. (a) If any of the following events shall occur:

(i) default in any payment under the Agreement or default in any of the other terms or conditions of the Agreement secured hereby and the expiration of any applicable grace or notice periods provided thereby; or

(ii) failure by the City to observe and perform any warranty, covenant, condition or agreement on the part of the City under this Security Agreement for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the City by the Secured Party unless the Secured Party shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by the City within the applicable period and diligently pursued, the City shall have such additional period of time to correct the failure as shall be necessary to correct such failure so long as such correction is diligently pursued; or

(iii) any lien, charge or encumbrance prior to or affecting the validity of this Security Agreement is found to exist, other than Permitted Encumbrances, or proceedings are instituted to enforce any lien, charge or encumbrance against the Collateral and such lien, charge or encumbrance would be prior to the lien of this Security Agreement;

then and in any of such events (hereinafter referred to as an “Event of Default”), all payments under the Agreement may become at once due and payable, regardless of the maturity date or other due date thereof.

(b) Upon the occurrence of an Event of Default, the Secured Party may proceed against the Collateral as provided in and in accordance with the applicable provisions of the UCC. Subject to any limitations imposed by the applicable provisions of the UCC, the Secured Party may sell, lease, or otherwise dispose of all or any part of the Collateral, at public or private sale, for cash or on credit, as a whole or in part, and the Secured Party may at such sale or sales purchase the Collateral or any part thereof. The proceeds of such sale, lease, collection or other disposition shall be applied first to the costs and expenses of the Secured Party incurred in connection with such sale, lease, collection or other disposition, and then to such outstanding balance due on any and all indebtedness owed to the Secured Party in the manner provided in the Agreement. Further, the Secured Party may require the City to assemble the Collateral and make the Collateral reasonably available to the Secured Party at one or more places to be designated by the Secured Party which are reasonably convenient to the City and the Secured Party, and the Secured Party may take possession of the Collateral and hold, prepare for sale, lease or otherwise dispose of the Collateral. Any required notice by the Secured Party of the sale or other disposition or default, when mailed to the City at its address set forth herein, shall constitute reasonable notice to the City. In addition to, but not in limitation of, any of the foregoing, the Secured Party may exercise any or all of the rights and remedies afforded to the Secured Party by the provisions of the UCC or otherwise afforded to the Secured Party under this Security Agreement, with all such rights and remedies being cumulative and not alternative, and the City agrees, to the extent permitted by law, to pay the reasonable costs of collection, including, in addition to the costs and disbursements provided by statute, reasonable attorneys' fees and legal expenses which may be incurred by the Secured Party subject to the procedures and limitations set forth in Section 6-21.2 of the General Statutes of North Carolina, as amended and as may be amended from time to time. No failure or delay in exercising any option, right or remedy shall be deemed a waiver thereon or a waiver of any Event of Default.

NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE CITY IN FAVOR OF THE SECURED PARTY OR ANY OTHER PERSON IN VIOLATION OF SAID SECTION 160A-20, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER OR UNDER THE AGREEMENT WHEN THE SALE OF ALL OR ANY PORTION OF THE COLLATERAL IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER OR UNDER THE AGREEMENT.

Section 5. Miscellaneous.

(a) Notices. All notices and other communications hereunder shall be in writing and, unless otherwise provided herein, shall be deemed to have been given when delivered or mailed by first-class, registered or certified mail, postage prepaid, addressed as follows:

If to the City:

City of Greenville, North Carolina
200 West Fifth Street
Greenville, North Carolina 27834
Attention: Director of Financial Services

If to the Lender:

**[JPMorgan Chase Bank, N.A.
1111 Polaris Parkway, Suite 1P (OH1-1085)
Columbus, Ohio 43240
Attention: GNPH Operations Manager]**

The City and the Lender may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent or persons to whose attention the same shall be directed.

(b) Successors and Assigns. This Security Agreement shall bind the City and its successors and assigns and shall inure to the benefit of and be enforceable by the Secured Party and its successors and assigns.

(c) Applicable Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

(d) Severability. In the event any term, provision or covenant herein contained or the application thereof to any circumstances or situation shall be invalid or unenforceable in whole or in part, the remainder hereof and the application of said term or provision or covenant to any other circumstances or situation shall not be affected thereby, and every other term, provision or covenant herein shall be valid and enforceable to the full extent permitted by law.

(e) Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Agreement.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City has caused this Security Agreement to be executed, sealed and attested in its name by its duly authorized officers, all as of the day and year first above written.

CITY OF GREENVILLE, NORTH CAROLINA

[SEAL]

By: _____
Mayor

Attest:

City Clerk

DESCRIPTION OF THE EQUIPMENT

(JPMorgan Lease number: _____)

The Equipment consists of all equipment acquired by the City from the proceeds of the amounts advanced to the City pursuant to the Agreement, including, without limitation, the following (but only to the extent such equipment is acquired by the City from the proceeds of the amounts advanced to the City pursuant to the Agreement):



City of Greenville, North Carolina

Meeting Date: 04/13/2023

Title of Item: Ordinance to annex Abigail Trails, Phase 1 property involving 12.2277 acres located along the eastern right-of-way of Frog Level Road roughly between Wainright Lane and Megan Drive

Explanation: A. SCHEDULE

1. Advertising date: April 1, 2023
2. City Council public hearing date: April 13, 2023
3. Effective date: April 13, 2023

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 12.2277
4. Voting District: 2
5. Township: Arthur
6. Zoning: O (Office) and R-6A (Residential)
7. Existing land use: Vacant
8. Anticipated land use: 28 two-family lots
9. Population estimate

	Formula	Number of people
Total current:	0	0
Estimated at full development	56 X 2.18	122
Current minority	0	0
Estimated minority at full development	122 X 43.4%	53
Current white	0	0
Estimated white at full development	122 - 53	69



* Source: Census.gov

10. Rural fire tax district: Red Oak
11. Greenville fire district: Station 5
12. Present tax value: \$268,269
13. Estimated tax value: \$9,800,000

Fiscal Note: Estimated tax value at full development is \$9,800,000.

Recommendation: Approve the attached ordinance to annex Abigail Trails, Phase 1 property

ATTACHMENTS

-  [Abigail_Trails_Phase_1_Annexation_Ordinance.pdf](#)
-  [Abigail Trails Phase 1 Survey.pdf](#)

ORDINANCE NO. 23-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at 6:00 p.m. on the 13th day of April, 2023, after due notice by publication in The Daily Reflector on the 1st day of April, 2023; and

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

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

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

TO WIT: Being all of that certain property as shown on the annexation map entitled "Abigail Trails, Phase 1", involving 12.2277 acres prepared by Stroud Engineering.

LOCATION: Situate in Arthur Township, Pitt County, North Carolina, located along the eastern right-of-way of Frog Level Road roughly between Wainright Lane and Megan Drive.

GENERAL DESCRIPTION:

Lying and being in Arthur Township, Pitt County, North Carolina, lying south of West Star Street, north of Megan Drive and east of NCSR 1127 Frog Level Road and beginning at an existing iron stake found at the northeast corner of the Roberson Land Development, Inc. (Deed Book 2195, Page 23) (Parcel Number 03117), said iron is shown as a control corner for Mill Creek Subdivision, Phase One (Map Book 67, Page 25), and is also shown on Map Book 85, Page 9, of the Pitt County Registry, the "Point of beginning".

Thence from the existing iron stake, the "Point of Beginning", following the common line to Mill Creek Subdivision, Phase 2 (Map Book 85, Page 9), Mill Creek Subdivision, Phase One (Map Book 67, Page 25) and Carl W. Blackwood (Deed Book 3293, Page 43) (Parcel Number

13789) S 89°26'32" W -2378.96' to a point in the northern line of Lot 29, Mill Creek Subdivision, Phase One (Map Book 67, Page 25), the TRUE POINT OF BEGINNING.

Thence from the TRUE POINT OF BEGINNING, continuing along the common line of Mill Creek Subdivision (Map Book 67, Page 25) S 89°26'32" W - 657.61' to a point in the northern line of Lot 21, Mill Creek Subdivision, Phase One, thence leaving the northern line of Mill Creek Subdivision and following the eastern line of Carl W. Blackwood (Deed Book 3293, Page 43) the following calls: N 00°47'42" W - 381.29', thence S 89° 12'18" W - 273.25' to a point on the eastern right-of-way of NCSR 1127 Frog Level Road, thence along the eastern right-of-way of Frog Level Road N 02°10'32" W - 70.02', thence leaving the eastern right-of-way of Frog Level Road and continuing along the boundary line of Carl W. Blackwood the following calls: N 89°12'18" E - 274.94', thence N 00°47'42" W - 210.00' to a point in the northern line of Carl W. Blackwood, the southern line of Jamie Gray Stokes (Map Book 27, Page 169), thence along the line common to Stokes N 89° 12'18" E - 1405.00', thence leaving the southern line of Stokes and following the western line of Carl W. Blackwood S 00°47'42" E- 100.00', thence turning S 89°12'18" W - 745.00', thence S 00°47'42" E- 110.00', thence N 89°12'18" E- 5.60', thence S 00°47'42" E- 335.00', thence S 89° 12'18" W - 8.00', thence S 00°47'42" E- 119.02' to the TRUE POINT OF BEGINNING, containing 12.2277 Acres and being a portion of Parcel Number 88125 and all of Parcel Number 88124 and Parcel Number 87348 as filed with the Pitt County Tax Assessor's Office.

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

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

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

Section 5. This annexation shall take effect from and after the 13th day of April, 2023.

ADOPTED this 13th day of April, 2023.

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.

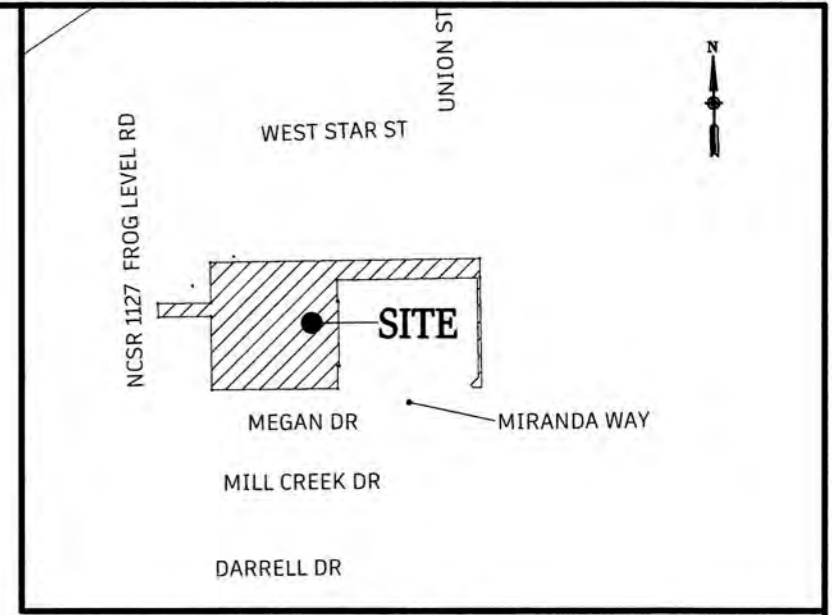
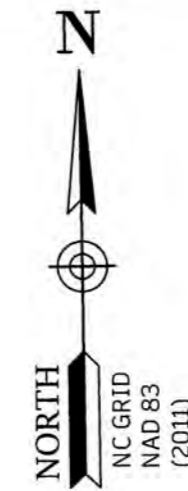
WITNESS my hand and official seal this ___th day of _____, 2023.

Notary Public

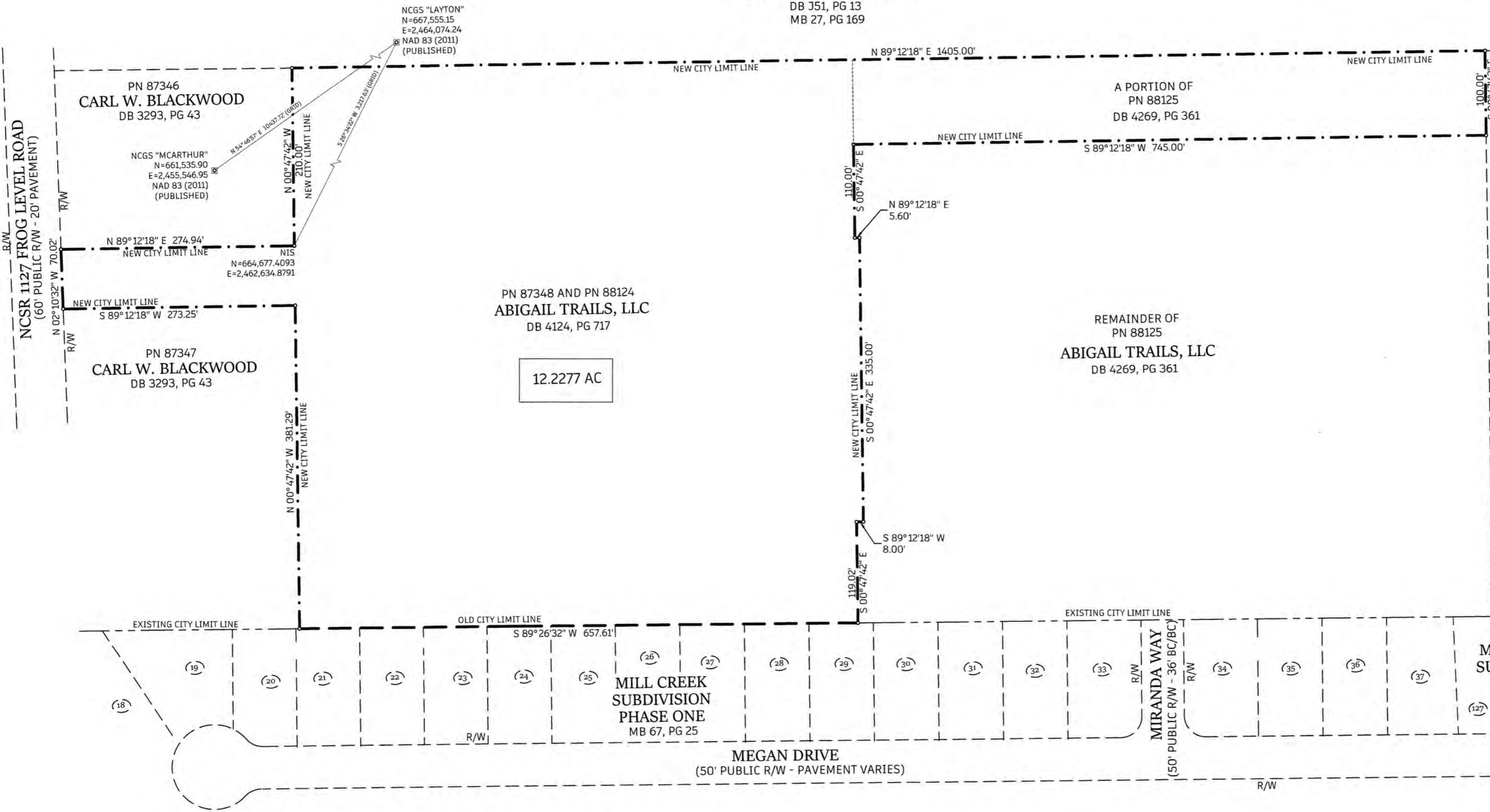
My Commission Expires: _____
1178251

LEGEND

-  OLD CITY LIMIT LINE
-  EXISTING CITY LIMIT LINE
-  NEW CITY LIMIT LINE



PN 27373
JAMMIE GREY STOKES
 DB J51, PG 13
 MB 27, PG 169



THIS MAP IS EXEMPT FROM GS 47-30 REQUIREMENTS PER GS 47-30 (j) WHICH STATES: "THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED".



CERTIFICATION

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

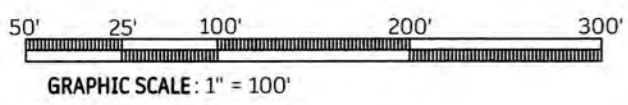
WITNESS MY HAND AND SEAL THIS 22nd DAY OF FEBRUARY, 2023

Deborah T. Boyette
 PROFESSIONAL LAND SURVEYOR L-4146



NORTH CAROLINA, Pitt COUNTY
 I, Judy R. Stroud NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT Deborah T. Boyette, A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS THE 22nd DAY OF February, 2023.

NOTARY PUBLIC Judy R. Stroud
 MY COMMISSION EXPIRES 2/27/2025



SHEET 1 OF 1 PN87348, PN88124 & PN88125

ABIGAIL TRAILS, PHASE 1 - DUPLEXES
 ARTHUR TOWNSHIP PITT COUNTY NORTH CAROLINA

CLIENT: ABIGAIL TRAILS, LLC
 c/o GINA GLICK
 1000 RED BANKS ROAD
 GREENVILLE, NC 27858

STROUD ENGINEERING, P.A.
 107-B COMMERCE STREET.
 GREENVILLE, NC 27858
 (252) 756-9352
LICENSE NO. C-0647

SURVEYED: DWE/JD	APPROVED: DTB
DRAWN: DTB	DATE: 02/22/23
CHECKED: DTB	SCALE: 1" = 100'

MAP NO.	MAPS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY

THE CITY OF GREENVILLE

DATE _____ ORDINANCE NO. _____ AREA 12.2277 ACRES



City of Greenville, North Carolina

Meeting Date: 04/13/2023

Title of Item: Ordinance to annex Arbor Hills South, Section 2, Phases 10 & 11 for a portion of property involving 9.9304 acres located along the northern right-of-way of L.T. Hardee Road at the current termini of Oleander Drive and Plymouth Drive

Explanation: A. SCHEDULE

1. Advertising date: April 1, 2023
2. City Council public hearing date: April 13, 2023
3. Effective date: April 13, 2023

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 9.9304
4. Voting District: 4
5. Township: Grimesland
6. Zoning: RA20 (Residential-Agricultural)
7. Existing land use: Vacant
8. Anticipated land use: 34 single family lots
9. Population estimate

	Formula	Number of people
Total current:	0	0
Estimated at full development	34 X 2.18	74
Current minority	0	0
Estimated minority at full development	74 X 43.4%	32
Current white	0	0
Estimated white at full development	74 - 32	42



* Source: Census.gov

10. Rural fire tax district: Eastern Pines
11. Greenville fire district: Station 6
12. Present tax value: \$248,260
13. Estimated tax value: \$7,140,000

Fiscal Note: Estimated tax value at full development is \$7,140,000

Recommendation: Approve the attached ordinance to annex Arbor Hills South, Section 2, Phases 10 & 11

ATTACHMENTS

-  [Arbor Hills South Section 2 Phase 10 & 11 Annexation Ordinance.pdf](#)
-  [Arbor Hills South, Section 2, PH 10 & 11 Survey.pdf](#)

ORDINANCE NO. 23-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at 6:00 p.m. on the 13th day of April, 2023, after due notice by publication in The Daily Reflector on the 1st day of April, 2023; and

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

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

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

TO WIT: Being all of that certain property as shown on the annexation map entitled "Arbor Hills South, Section 2, Phase 10 & 11", involving 9.9304 acres prepared by Stroud Engineering.

LOCATION: Situate in Grimesland Township, Pitt County, North Carolina, located along the northern right-of-way of L.T. Hardee Road at the current termini of Oleander Drive and Plymouth Drive.

GENERAL DESCRIPTION:

Lying and being in Grimesland Township, Pitt County, North Carolina, lying south of Arbor Drive and north of NCSR 1728 L.T. Hardee Road and beginning at a point on the eastern right-of-way of Plymouth Drive, the southwest corner of Lot 307, Arbor Hills South Cluster Subdivision, Phase 8 (Map Book 88, Page 67), the "True Point of Beginning".

Thence from the "True Point of Beginning", leaving the eastern right-of-way of Plymouth Drive and following the southern boundary of Arbor Hills South Cluster Subdivision, Phase 8 the following calls: S87-38-14E - 125.00' to a point in the western line of Lot 306, thence S02-21-46W - 52.36', thence N88-51-11E -120.23', thence S87-38-14E- 477.74', thence S52-39-19E - 117 .00', thence S88-03-45E - 74.76', thence S28-50-50E -20.00' to the northern right-of-way of NCSR 1728 L.T. Hardee Road, thence along the northern right-of-way of L.T. Hardee Road the

following calls: S61-09-10W - 232.02', thence with a curve to the right having a radius of 1749.61' and being subtended by a chord of S67-19-58W - 376.70', thence S73-30-46W - 213.93', thence S73-20-12W - 260.80', thence S72-55-49W - 59.15', thence leaving the northern right-of-way of NCSR 1728 L.T. Hardee Road and following a new annexation line through the lands of Bill Clark Homes of Greenville, LLC (Deed Book 3727, Page 651 and Map Book 83, Page 65) N04-28-57W -208.54', thence N87-38-14W - 214.27' to the southeast corner of Lot 220, Arbor Hills South Cluster Subdivision, Phase 9 (Map Book 89, Page 165), thence along the eastern line of Phase 9 N02-21-46E-140.00', thence N02-17-24E- 50.00', thence N02-21-46E-140.00' to a point in the southern line of Lot 248, Arbor Hills South Cluster Subdivision, Section 2, Phase 7 (Map Book 85, Page 109), thence along the southern boundary of Phase 7 S87-38-14E- 330.00' to the western right-of-way of Plymouth Drive, thence crossing Plymouth Drive S87-38-14E- 50.00', thence along the eastern right-of-way of Plymouth Drive N02-21-46E-45.00' to the True Point of Beginning, containing 9.9304 Acres and being a portion of Parcel Number 88189 as filed with the Pitt County Tax Assessor's Office.

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

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

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

Section 5. This annexation shall take effect from and after the 13th day of April, 2023.

ADOPTED this 13th day of April, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

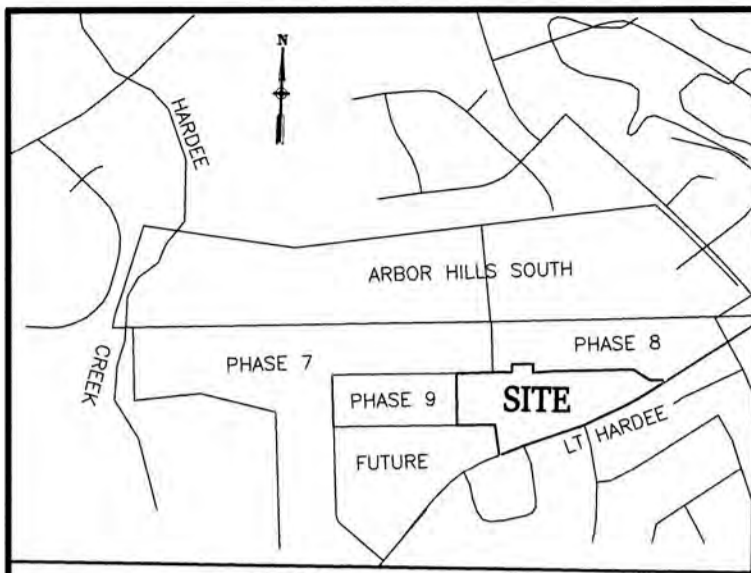
I, Camillia P. Smith, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing 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 _____, 2023.

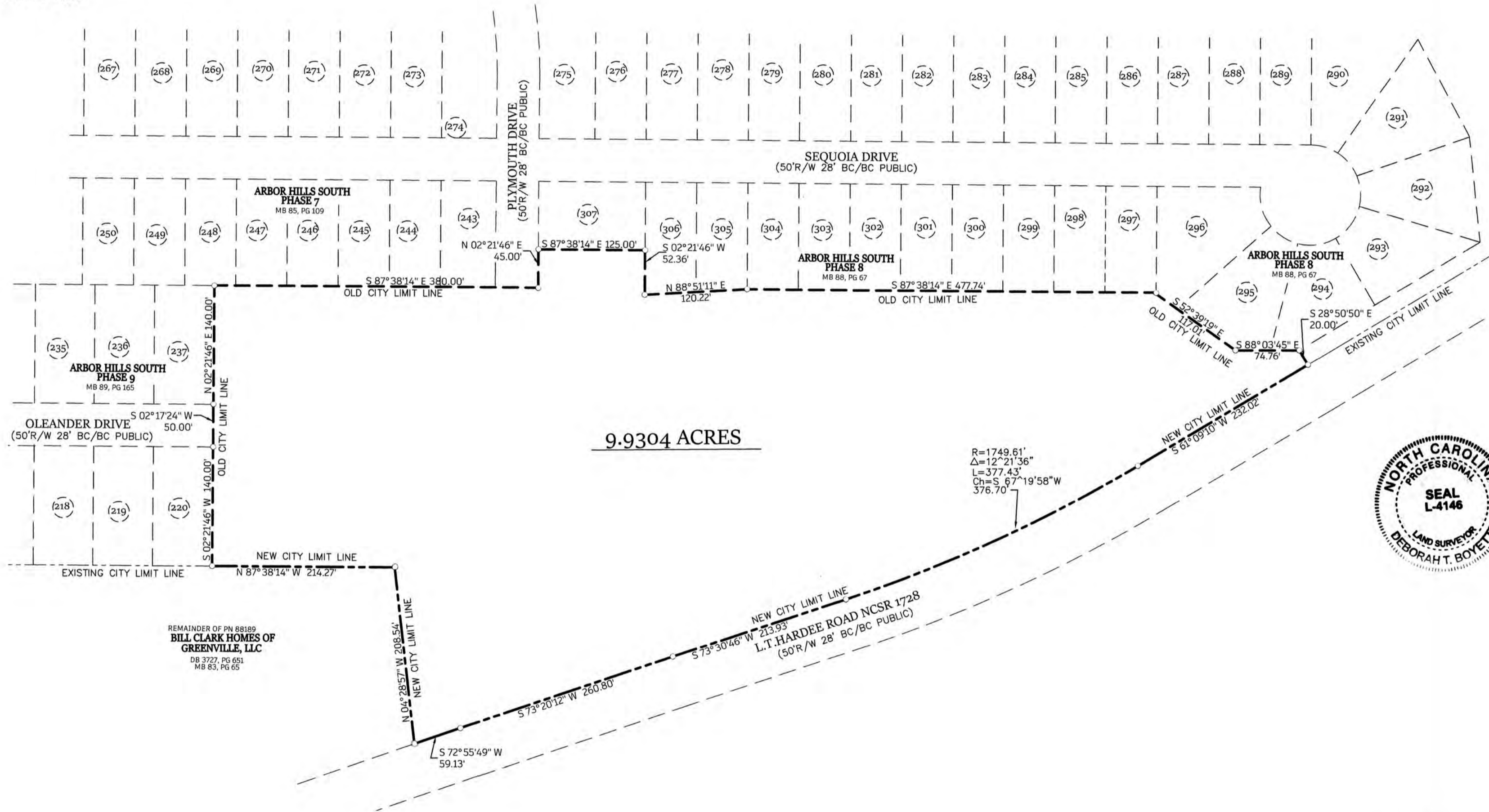
Notary Public

My Commission Expires: _____

1178253



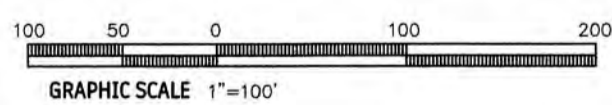
VICINITY MAP
SCALE 1" = 1000'



9.9304 ACRES

REMAINDER OF PN 88189
BILL CLARK HOMES OF GREENVILLE, LLC
DB 3727, PG 651
MB 83, PG 65

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



THIS MAP IS EXEMPT FROM GS 47-30 REQUIREMENTS PER GS 47-30 (j) WHICH STATES: "THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED".



CERTIFICATION

I, DEBORAH T. BOYETTE, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OR FROM REFERENCES HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES AND ARE PLOTTED FROM INFORMATION FOUND IN DEEDS AND MAPS REFERENCED HEREON.
 WITNESS MY HAND AND SEAL THIS 15th DAY OF MARCH, 2023.
Deborah T. Boyette
 PROFESSIONAL LAND SURVEYOR L-4146



NORTH CAROLINA, Pitt COUNTY
 I, Judy R. Stroud NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT Deborah T. Boyette, A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS THE 15th DAY OF March, 2023.
 NOTARY PUBLIC Judy R. Stroud
 MY COMMISSION EXPIRES 2/27/2025

ARBOR HILLS SOUTH SECTION 2, PHASE 10 & 11
 GRIMESLAND TOWNSHIP PITT COUNTY NORTH CAROLINA
BILL CLARK HOMES OF GREENVILLE, LLC
 200 EAST ARLINGTON BLVD. SUITE A
 GREENVILLE, NC 27858
 (252) 395-5805

STROUD ENGINEERING, P.A.
 107-B COMMERCE STREET.
 GREENVILLE, NC 27858
 (252) 756-9352
 LICENSE NO. C-0647

SURVEYED: JE/DE	APPROVED: DTB
DRAWN: DJ	DATE: 3/1/2023
CHECKED: DTB	SCALE: 1"=100'

MAP NO.	MAPS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE

DATE _____ ORDINANCE NO. _____

9.9304 ACRES
 AREA



City of Greenville, North Carolina

Meeting Date: 04/13/2023

Title of Item: Ordinance to annex Covengton Downe Subdivision Block G, Lots 4A, 4B, and 4C involving 2.016 acres located along the northern right-of-way of East Fire Tower Road and 650 +/- feet west of East Arlington Boulevard

Explanation: A. SCHEDULE

1. Advertising date: April 1, 2023
2. City Council public hearing date: April 13, 2023
3. Effective date: April 13, 2023

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 2.016
4. Voting District: 4
5. Township: Winterville
6. Zoning: CG (General Commercial)
7. Existing land use: Vacant
8. Anticipated land use: One oil change store and one car wash
9. Population estimate

	Formula	Number of people
Total current:	0	0
Estimated at full development	0	0
Current minority	0	0
Estimated minority at full development	0	0
Current white	0	0
Estimated white at full development	0	0



* Source: Census.gov

10. Rural fire tax district: Rural Winterville
11. Greenville fire district: Station 3
12. Present tax value: \$404,000
13. Estimated tax value: \$3,500,000

Fiscal Note: Estimated tax value at full development is \$3,500,000

Recommendation: Approve the attached ordinance to annex Covington Downe Subdivision Block G, Lots 4A, 4B, and 4C

ATTACHMENTS

-  [Ordinance Covington Downe Subdivision Block G Lot 4A 4B and 4C.pdf](#)
-  [Covington Down Blk G Lot 4A 4B and 4C Survey.pdf](#)

ORDINANCE NO. 23-____
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at 6:00 p.m. on the 13th day of April, 2023, after due notice by publication in The Daily Reflector on the 1st day of April, 2023; and

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

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

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

TO WIT: Being all of that certain property as shown on the annexation map entitled "Covengton Downe Subdivision Block G, Lot 4A, 4B and 4C", involving 2.016 acres prepared by Bohler Engineering.

LOCATION: Situate in Winterville Township, Pitt County, North Carolina, located along the northern right-of-way of East Fire Tower Road, 650+/- feet west of East Arlington Boulevard.

GENERAL DESCRIPTION:

BEGINNING at a PK nail found, said PK nail being along the northerly right-of-way of East Firetower Road, thence leaving the northerly right-of-way of East Firetower Road and along the centerline of an asphalt drive, N 11° 57' 35" W 181.77' to a PK nail found, said PK nail I being the southwesterly corner of the Now or Formerly One Fourteen LLC property; Thence with the southerly line of the Now or Formerly One Fourteen Property and along the centerline of an asphalt drive, N 77° 09' 10" E 73.54' to a PK nail found; Thence with a curve to the left, said curve having an arc length of 101.91' and a radius of 300.00', with a chord bearing of N 67° 25' 19" E 101.42' to a PK nail found; Thence N 57° 41' 28" E 67.20' to a PK nail found; Thence with a curve to the right, said curve having an arc length of 106.54' and a radius of 300.00', with a chord bearing of N 67° 51' 52" E 105.98' to a PK nail found; Thence N 78° 02' 17" E 71.17' to a PK nail found, said PK nail also being along the easterly line of an existing 60' Ingress/Egress & Utility Easement (DB 3445, PG 450)(MB

80, PG 14). Thence with said easement line, S 11° 57' 44" E 243.68' to a computed point, said computed being along the northerly right-of-way of East Firetower Road; Thence with the northerly right-of-way of East Firetower Road, S 78° 02' 16" W 411.71 ' to a PK nail found, said PK nail also being THE POINT AND PLACE OF BEGINNING and containing 87,838 square feet or 2.016 acres, more or less.

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

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

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

Section 5. This annexation shall take effect from and after the 13th day of April, 2023.

ADOPTED this 13th day of April, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

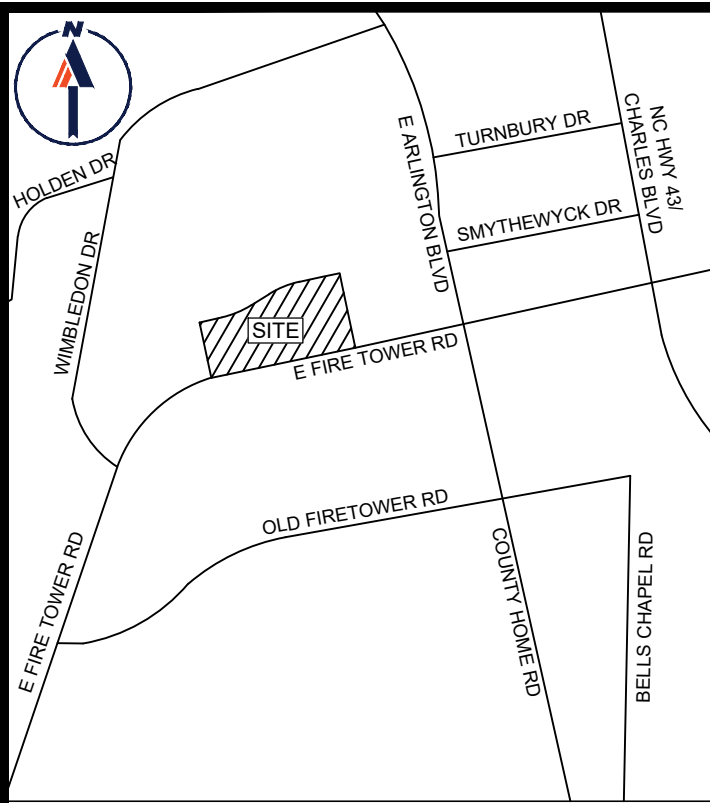
NORTH CAROLINA
PITT COUNTY

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 _____, 2023.

Notary Public

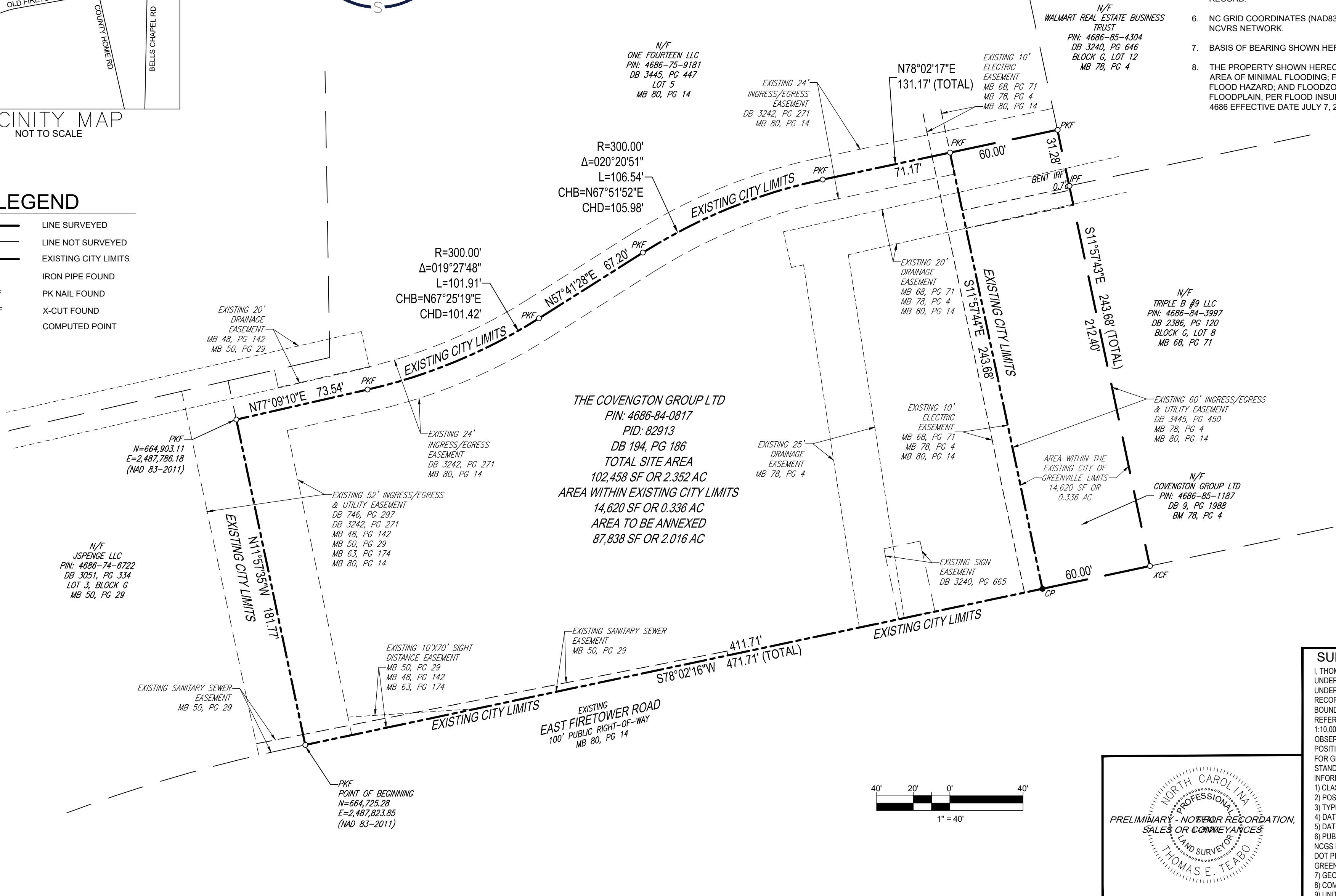
My Commission Expires: _____
1177294



VICINITY MAP
NOT TO SCALE

LEGEND

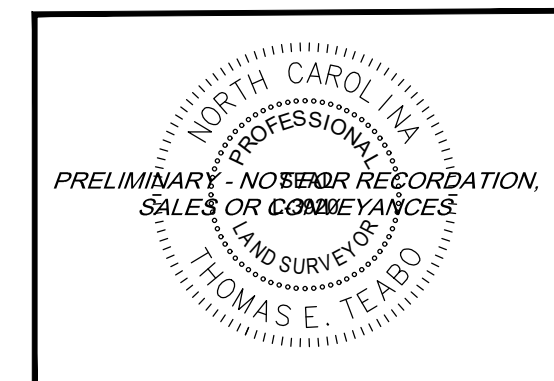
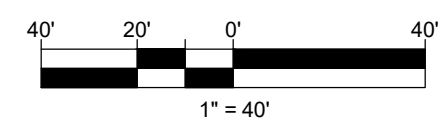
- LINE SURVEYED
- - - LINE NOT SURVEYED
- - - EXISTING CITY LIMITS
- IPF IRON PIPE FOUND
- PKF PK NAIL FOUND
- XCF X-CUT FOUND
- CP COMPUTED POINT



THE COVENGTION GROUP LTD
 PIN: 4686-84-0817
 PID: 82913
 DB 194, PG 186
 TOTAL SITE AREA
 102,458 SF OR 2.352 AC
 AREA WITHIN EXISTING CITY LIMITS
 14,620 SF OR 0.336 AC
 AREA TO BE ANNEXED
 87,838 SF OR 2.016 AC

- NOTES:**
- THE FIRM HAS RELIED UPON A TITLE COMMITMENT FURNISHED BY CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT: 22-07041CH, DATED APRIL 18, 2022 AT 8:00AM, WHILE AND IN PREPARING THIS SURVEY. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY TITLE EXCEPTIONS NOT DISCLOSED BY THE REFERENCED TITLE COMMITMENT.
 - AREAS COMPUTED BY COORDINATE METHOD.
 - PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
 - ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
 - RIGHTS-OF-WAY INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD.
 - NC GRID COORDINATES (NAD83) OBTAINED BY USING GPS, PER THE NCVRS NETWORK.
 - BASIS OF BEARING SHOWN HEREON IS NC GRID (NAD 83 NSRS 2011).
 - THE PROPERTY SHOWN HEREON IS LOCATED IN FLOODZONE "ZONE X", AREA OF MINIMAL FLOODING; FLOODZONE 0.2% ANNUAL CHANCE FLOOD HAZARD; AND FLOODZONE AE, 1% ANNUAL CHANCE FLOODPLAIN, PER FLOOD INSURANCE RATE MAP 3720468600K, PANEL 4686 EFFECTIVE DATE JULY 7, 2014.

- REFERENCES:**
- DB 194, PG 186
 - DB 746, PG 294
 - DB 2386, PG 120
 - DB 3051, PG 334
 - DB 3240, PG 646
 - DB 3445, PG 447
 - MB 48, PG 142
 - MB 50, PG 29
 - MB 68, PG 71
 - MB 78, PG 4
 - MB 80, PG 14



SURVEYOR'S CERTIFICATION

I, THOMAS E. TEABO, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED DESCRIPTIONS RECORDED IN DEED BOOK 194 PAGE 186; THAT THE BOUNDARIES NOT SURVEYED CLEARLY INDICATED AS REFERENCED HEREON, THAT THE RATIO OF PRECISION IS 1:10,000 +; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT THE CLASS "A" ACCURACY STANDARDS (95% CONFIDENCE) AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS SURVEY: .

- CLASS OF SURVEY: CLASS A
- POSITIONAL ACCURACY: DOES NOT EXCEED 0.10'
- TYPE OF GPS FIELD PROCEDURE: STATIC
- DATE OF SURVEY: 11-28-2022
- DATUM/EPOCH: NAD_83 (NSRS 2011)
- PUBLISHED/FIXED CONTROL: NCGS MONUMENTS: DOT PID: EY1916 GREENFIELD PID: EY1914
- GEOID MODEL: GEOID 12A
- COMBINED GRID FACTOR: 0.999889862
- UNITS: U.S. SURVEY FOOT

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. THIS MAP IS EXEMPT FROM THE REQUIREMENTS OF G.S. 47-30 PER G.S. 47-30(J) WHICH STATES, "THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED."

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 28TH DAY OF FEBRUARY 2023.

PRELIMINARY - NOT FOR RECORDATION, SALES OR CONVEYANCES

SIGNED: PROFESSIONAL LAND SURVEYOR - LICENSE NO. L-3920

ANNEXATION MAP COVENGTON DOWNE SUBDIVISION BLOCK G, LOT 4A, 4B, & 4C PORTION OF PROPERTY RECORDED IN DB 194, PG 186		MAP NO.	PLATS RECORDED	BOOK	PAGE
BOHLER ENGINEERING NC PLLC NCBELS: P-1132 BOHLER 4130 PARKLAKE AVENUE, SUITE 130 RALEIGH, NORTH CAROLINA 27612 919.578.9000 www.bohlerengineering.com		SURVEYED PW/JL	APPROVED TET		
		DRAWN DT/RJ	DATE 02/28/23		
		CHECKED JT/TET	SCALE 1"=40'		

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

ANNEXATION DATE _____ ORDINANCE NUMBER _____

WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

2.016 AC AREA



City of Greenville, North Carolina

Meeting Date: 04/13/2023

Title of Item: Ordinance requested by Woda Cooper Development, Inc. to rezone 2.89 acres located along the southern right-of-way of West Arlington Boulevard and 300+/- feet west of Evans Street from CG (General Commercial) to OR (Office-Residential)

Explanation: **Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on March 7, 2023

On-site sign(s) posted on March 7, 2023

City Council public hearing notice (property owner and adjoining property owner letter) mailed - March 28, 2023

Public hearing legal advertisement published on April 1, 2023 and April 8, 2023

Comprehensive Plan:

The Future Land Use and Character Map recommends residential, high density (HDR) at the southeastern corner of West Arlington Boulevard and the CSX Railroad (RR) transitioning to potential conservation/open space (PCOS) to the east, either indicating environmental constraints and/or a buffer to the adjacent residential.

Residential, High Density

Residential areas composed primarily of multi-family 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:

Multi-family residential

Two-family residential

Attached residential (townhomes)

Secondary uses:

Office

Single-family residential detached (small lot)

Institutional/civic (churches and schools)

Potential Conservation/Open Space

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

The Future Land Use and Character Map identifies certain areas as potential conservation/open space. Much of this area is designated based upon data on flood-prone land and environmental constraints that may not correspond precisely with conditions on the ground. Seeing an area designated this way is

the beginning of a conversation. When considering rezoning requests or other development proposals, some areas classified as potential conservation/open space may be determined not to contain anticipated limitations on development, or that existing concerns can reasonably be mitigated. In such cases, the future preferred land use should be based on adjacent Land Use and Character designations, contextual considerations, and the general policies of the comprehensive plan.

Intent:

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

Thoroughfare/Traffic Report Summary (Engineering Department):

Based on the analysis comparing the existing zoning (2,121 daily trips) and requested zoning, the proposed rezoning could generate approximately 303 trips to and from the site on West Arlington Boulevard, which is a net decrease of 1,818 trips per day. Since the traffic analysis for the requested rezoning indicates that the proposal would generate less traffic than the existing zoning, a traffic volume report was not generated.

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

History/Background:

In 1978, the property was zoned to its current zoning.

Existing Land Uses:

Vacant

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

This property drains to the Greens Mill Run Watershed (Tar River Basin). 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 Floodway. Jurisdictional wetlands may exist on the property. Jurisdictional streams and riparian buffers exist on the property along the eastern property line.

Surrounding Land Uses and Zoning:

North: CG – Wandsworth Commons Offices

South: OR - Vacant (under common ownership)

East: CG – E-Z Pass Drive-Thru Tobacco & Vapes

West: OR - Vacant (under common ownership)

Density Estimates:

Under the current zoning, the site could accommodate one convenience store with gasoline sales and restaurant.

Under the proposed zoning, the site could accommodate 40 – 45 multi-family units (1, 2 and 3 bedroom units).

The anticipated build-out is within 1-2 years.

Fiscal Note: No cost to the City.

Recommendation: In staff's opinion the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character 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) promoted 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 March 21, 2023 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

 [Ordinance_Woda_Cooper_Development_Inc_Rezoning.pdf](#)

-  **Text_Excerpt_March212023_Item3.pdf**
-  **Woda Cooper Development Inc APO Map.pdf**
-  **Woda Cooper Development Survey.pdf**
-  **ListofUsesCGtoOR.pdf**
-  **Density and Veg Charts.pdf**

ORDINANCE NO. 23-____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 6, Chapter 160D, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 13th day of April, 2023, at 6:00 p.m., conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

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

WHEREAS, in accordance with the applicable provisions of North Carolina General Statute 160D-605, the City Council does hereby find and determine that the adoption of the ordinance zoning the following described property is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance zoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and other officially adopted plans that are applicable and, as a result, its furtherance of the goals and objectives of the comprehensive plan and other officially adopted plans that are applicable;

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160D-605, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, Policy 1.1.1 guide development with the Future Land Use and Character Map and Policy 1.1.6 guide development using the Tiered Growth Approach; and

WHEREAS, as a further explanation as to why the action taken is reasonable and in the public interest in compliance with the applicable provisions of North Carolina General Statute 160D-605, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance will, in addition to the furtherance of other goals and objectives, promote the safety and general welfare of the community because the requested zoning is consistent with the recommended Future Land Use and Character Map and is located in a Primary Service Area;

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

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

TO WIT: Woda Cooper Development, Inc.

LOCATION: Located along the southern right-of-way of West Arlington Boulevard and 300+/- feet west of Evans Street.

DESCRIPTION: Being all of Lot 1 consisting of 4.4323 acres as shown on the plat entitled "Map for Record Green Mill Court" prepared by Malpass & Associates and recorded in the Map Book 60, Page 142 of the Pitt County Register of Deeds Office.

Approximate property description of area to be rezoned from CG to OR. The total property acreage is 4.43 acres with approximately 2.89 to be rezoned with approximate boundaries of: Starting at the northeast property corner connecting with NCPIN 4687-13-8752, N 70°15'37" W, 25.00', N 20°19'22" E, 20.00', Curve R=1999.97', L=111.70', N 66°28'37" W, 501.12', S 23°31'23" W, 194.00', S 66°28'37" E, 662.75', N 15°54'09" E, 180.40'. Information taken from Pitt County GIS and plat recorded Book 60 Page 142 and has not been verified.

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 13th day of April, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1178301

Excerpt from the draft Planning & Zoning Commission Minutes (March 21, 2023)

3. REQUEST BY WODA COOPER DEVELOPMENT, INC. TO REZONE A TOTAL OF 2.89 ACRES LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF WEST ARLINGTON BOULEVARD, 300+/- FEET WEST OF EVANS STREET FROM CG (GENERAL COMMERCIAL) TO OR (OFFICE-RESIDENTIAL).

Chantae Gooby presented for staff. This property is located in the Greens Mill Run Watershed. It would require 25-year detention and nitrogen and phosphorus reduction. A portion of the property is located in the Special Flood Hazard Area and Floodway. Jurisdictional wetlands may exist on the property. Jurisdictional streams and riparian buffers exist on the property. Under the current zoning, this property could yield a convenience store and under the requested zoning, it could yield about 40 multi-family units. This could generate a decrease in the number of trips per day. The property is currently zoned General Commercial. This request is for Office-Residential. The Future Land Use Plan recommend high density residential in this area. In staff's opinion the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Staff recommends approval.

Chair Faison opened the public meeting.

Patrick Olding, Woda Cooper Development, spoke in favor of request. Woda Cooper Development is based out of Columbus, OH. We are an affordable housing developer and it has been in operation for almost 30 years. We currently operate in 16 different states with over 400 properties, 16,000 units. We use low-income housing tax credits that are issued by each state. For this site, we are trying to rezone it to OR so we can do a multi-family building. It would consist of low-income housing or affordable housing. Between 40 and 60 percent AMI (Area Median Income), the qualifications to be able to live at these residences.

No one spoke in opposition of the request.

Chair Faison closed public hearing.

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

Woda Cooper Development, Inc

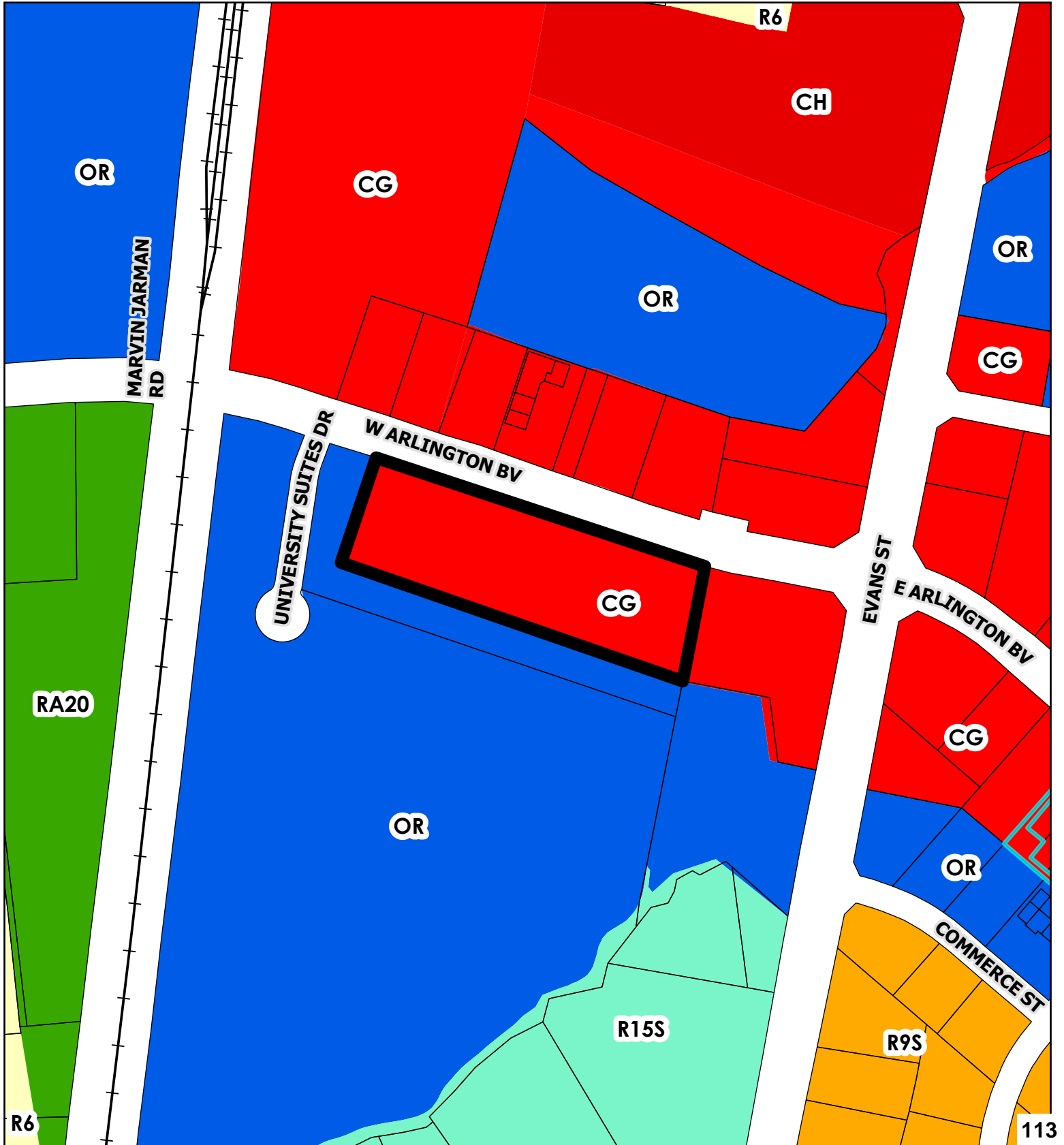
From: CG

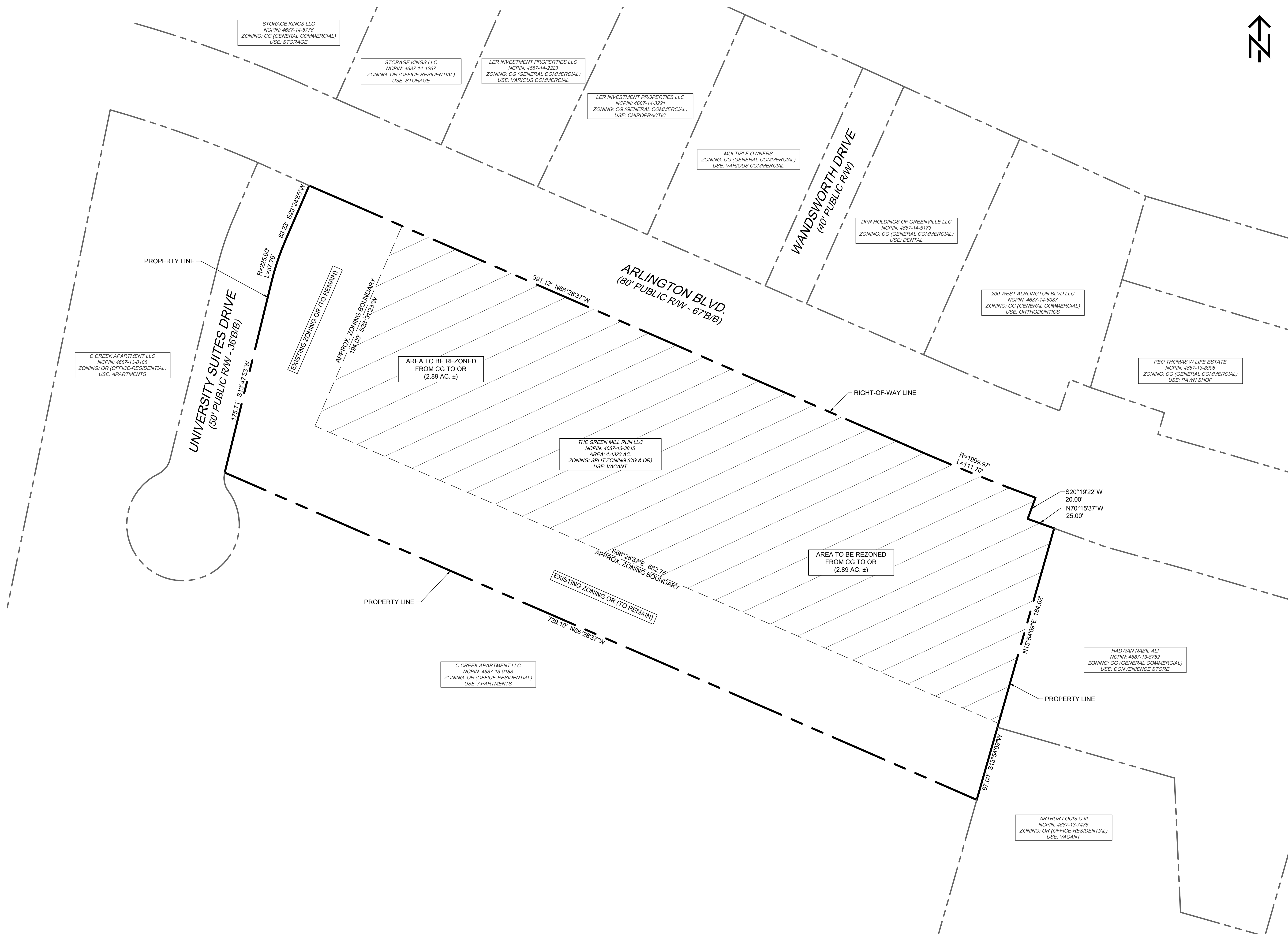
To: OR

Acres: 2.89

March 21st, 2023

0 0.01 0.03 0.06 Miles





VICINITY MAP
1" = 1,000'

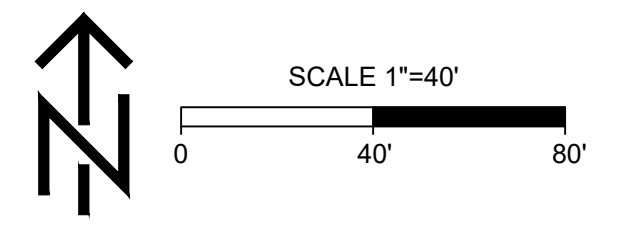
SITE DATA TABLE

PROJECT NAME:	GREENS MILL CROSSING
PROJECT DEVELOPER:	WODA COOPER DEVELOPMENT, INC.
PIN:	4687-13-3845
DEED REFERENCE:	BK 3053 PG 401
PROPERTY ADDRESS:	0 W ARLINGTON BLVD, GREENVILLE, NC 27834
GROSS SITE AREA:	4.4323 AC.
JURISDICTION:	CITY OF GREENVILLE
EXISTING ZONING:	CG (GENERAL COMMERCIAL) & OR (OFFICE - RESIDENTIAL)
PROPOSED ZONING:	OR (OFFICE - RESIDENTIAL)
EXISTING USE:	VACANT
PROPOSED USE:	MULTI-FAMILY (APARTMENTS)

NOTE:
INFORMATION TAKEN FROM GREENVILLE GIS AND PLAT RECORDED (BOOK 60 PAGE 142)

REZONING EXHIBIT

WODA COOPER DEVELOPMENT, INC. - GREENS MILL CROSSING - February 21, 2023
TG PROJECT #57659



EXISTING ZONING	
CG (GENERAL COMMERCIAL) - PERMITTED USES	
(1) General	
a.	Accessory use or building
b.	Internal service facilities
c.	On-premise signs per Article N
e.	Temporary uses; of listed district uses
f.	Retail sales; incidental
g.	Incidental assembly of products sold at retail or wholesale as an accessory to principal uses
(2) Residential - None	
(3) Home Occupations - None	
(4) Governmental	
b.	City of Greenville municipal government building or use (see also section 9-4-103)
c.	County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
d.	Federal government building or use
g.	Liquor store, state ABC
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
h.	Commercial recreation; indoor only, not otherwise listed
j.	Bowling alley
m(1).	Dining and entertainment establishment (see also section 9-4-103)
n.	Theater; movie or drama, indoor only
q.	Circus, carnival, or fair, temporary only (see also section 9-4-103)
s.	Athletic club; indoor only
(7) Office/Financial/Medical	
a.	Office; professional and business, not otherwise listed
b.	Operation/processing center
d.	Bank, savings and loans or other savings or investment institutions
e.	Medical, dental, ophthalmology or similar clinic, not otherwise listed
g.	Catalogue processing center
(8) Services	
c.	Funeral home
e.	Barber or beauty salon
f.	Manicure, pedicure or facial salon
k.	Business or trade school
o.	Church or place of worship (see also section 9-4-103)
q.	Museum
r.	Art gallery
s.	Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
u.	Art studio including art and supply sales

v.	Photography studio including photo and supply sales
x.	dance studio
y(1)	TV and/or radio broadcast facilities, including receiving and transmission equipment and towers not exceeding 200 feet in height or cellular telephone and wireless communication towers not exceeding 200 feet in height (see also section 9-4-103)
y(4)	Distributed Antenna System (See also 9-4-103 (Q))
z.	Printing or publishing service including graphic art, maps, newspapers, magazines and books
aa.	Catering service including food preparation (see also restaurant; conventional and fast food)
hh.	Exercise and weight loss studio; indoor only
kk.	Launderette; household users
ll.	Dry cleaners; household users
oo.	Clothes alteration or shoe repair shop
pp.	Automobile wash
qq.	Pet grooming facility (see also section 9-4-103)
ss.	Tattooing
tt.	Microblading
(9) Repair	
g.	Jewelry, watch, eyewear or other personal item repair
(10) Retail Trade	
a.	Miscellaneous retail sales; non-durable goods, not otherwise listed
d.	Pharmacy
e.	Convenience store (see also gasoline sales)
f.	Office and school supply, equipment sales
g.	Fish market; excluding processing or packing
h.	Restaurant; conventional
i.	Restaurant; fast food (see also section 9-4-103)
k.	Medical supply sales and rental of medically-related products including uniforms and related accessories
l.	Electronic; stereo, radio, computer, TV and the like, sales and accessory repair
m.	Appliance; household use, sales and accessory repair, excluding outside storage
p.	Furniture and home furnishing sales not otherwise listed
q.	Floor covering, carpet and wall covering sales
r.	Antique sales, excluding vehicles
s.	Book or card store, news stand
t.	Hobby or craft shop
u.	Pet shop (see also animal boarding; outside facility)
v.	Video or music store; records, tape, CD and the like sales
w.	Florist
x.	Sporting goods sales and rental shop
y.	Auto part sales (see also major and minor repair)
aa.	Pawnbroker
bb.	Lawn and garden supply and household implement sales and accessory service
ee.	Christmas tree sales lot; temporary only (see also section 9-4-103)
mm.	Grocery store
(11) Wholesale/Rental/Vehicle-Mobile Home Trade	

b.	Rental of home furniture, appliances or electronics and medically-related products (see also division (10k.)
c.	Rental of clothes and accessories; formal wear, and the like
(12) Construction	
c.	Construction office; temporary, including modular office (see also section 9-4-103)
e.	Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outdoor sales
f.	Hardware store
(13) Transportation	
c.	Taxi or limousine service
e.	Parcel delivery service
h.	Parking lot or structure; principal use
(14) Manufacturing/Warehousing	
c.	Bakery; production, storage, and shipment facilities
(15) Other Activities (not otherwise listed - all categories) - None	
CG (GENERAL COMMERCIAL) - SPECIAL USES	
(1) General - None	
(2) Residential	
i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
(3) Home Occupations - None	
(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment	
d.	Game center
l.	Billiard parlor or pool hall
m.	Public or private club
t.	Athletic club; indoor and outdoor facilities
u.	Internet sweepstakes business (see also section 9-4-103)
(7) Office/Financial/Medical	
c.	Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
f.	Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
l.	Convention center; private
(9) Repair	
a.	Major repair; as an accessory or principal use
b.	Minor repair; as an accessory or principal use
(10) Retail Trade	
b.	Gasoline or automotive fuel sales; accessory or principal use, retail
c.	Wine shop; including on-premise consumption (see also section 9-4-103)

j.	Restaurant and/or dining and entertainment establishment; regulated outdoor activities
n.	Appliance; commercial use, sales and accessory repair; excluding outside storage
ff.	Tobacco shop (Class 1) (see also section 9-4-103)
gg.	Tobacco shop (Class 2) (see also section 9-4-103)
hh.	Hookah café (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade	
d.	Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
f.	Automobile, truck, recreational vehicle, motorcycle and boat sales and service (see also major and minor repair)
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing	
k.	Mini-storage warehouse; household excluding outside storage
(15) Other Activities (not otherwise listed - all categories)	
a.	Other activities; personal services not otherwise listed
b.	Other activities; professional services not otherwise listed
c.	Other activities; commercial services not otherwise listed
d.	Other activities; retail sales not otherwise listed
PROPOSED ZONING	
OR (OFFICE-RESIDENTIAL) - PERMITTED USES	
(1) General	
a.	Accessory use or building
b.	Internal service facilities
c.	On-premise signs per Article N
f.	Retail sales; incidental
(2) Residential	
b.	Two-family attached dwelling (duplex)
c.	Multi-family development per Article I
k.	Family care homes (see also 9-4-103)
n.	Retirement center or home
o.	Nursing, convalescent or maternity home; major care facility
p.	Boarding or rooming house
q.	Room renting
(3) Home Occupations - None	
(4) Governmental	
b.	City of Greenville municipal government building or use (see also section 9-4-103)
c.	County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
d.	Federal government building or use
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
g.	Private noncommercial recreation; indoor only, not otherwise listed
(7) Office/Financial/Medical	

	a. Office; professional and business, not otherwise listed
	b. Operation/processing center
	c. Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
	d. Bank, savings and loans or other savings or investment institutions
	e. Medical, dental, ophthalmology or similar clinic, not otherwise listed
(8) Services	
	c. Funeral home
	e. Barber or beauty salon
	f. Manicure, pedicure or facial salon
	g. School; junior and senior high (see also section 9-4-103)
	h. School; elementary (see also section 9-4-103)
	i. School; nursery and kindergarten (see also section 9-4-103)
	j. College and other institutions of higher learning
	k. Business or trade school
	n. Auditorium
	o. Church or place of worship (see also section 9-4-103)
	p. Library
	q. Museum
	r. Art gallery
	u. Art studio including art and supply sales
	v. Photography studio including photo and supply sales
	w. Digital broadcast studio (see also section 9-4-103)
	x. Dance studio
	y(2) TV and/or radio broadcast facilities, including receiving and transmission equipment and towers not exceeding 120 feet in height or cellular telephone and wireless communication towers not exceeding 120 feet in height (see also section 9-4-103)
y(4) Distributed Antenna System (See also 9-4-103 (Q))	
	bb. Civic organizations
	cc. Trade or business organizations
	jj. Health services not otherwise listed including not limited to speech, physical and occupational therapy
	ss. Tattooing
	tt. Microblading
(9) Repair - None	
(10) Retail Trade	
	s. Book or card store, news stand
	w. Florist
	ee. Christmas tree sales lot; temporary only (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
	a. Licensed contractor; general electrical, plumbing, mechanical, etc... excluding outside storage
	c. Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	

OR (OFFICE-RESIDENTIAL) - SPECIAL USES

(1) General - None	
(2) Residential	
d.	Land use intensity multi-family (LUI) development rating 50 per Article K
e.	Land use intensity multi-family (LUI) development rating 67 per Article K
i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
m.	Shelter for homeless or abused (see also section 9-4-103)
o(1).	Nursing, convalescent or maternity home; minor care facility
r.	Fraternity or sorority house
(3) Home Occupations - None	
(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment	
c(1).	Tennis club; indoor and outdoor facilities
h.	Commercial recreation; indoor only, not otherwise listed
m(1).	Dining and entertainment establishment (see also section 9-4-103)
(7) Office/Financial/Medical	
f.	Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
l.	Convention center; private
s.	Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
ff.	Mental health, emotional or physical rehabilitation day program facility
ff(1).	Mental health, emotional or physical rehabilitation day program facility
(9) Repair- None	
(10) Retail Trade - None	
h.	Restaurant; conventional
j.	Restaurant and/or dining and entertainment establishment; regulated outdoor activities
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation	
h.	Parking lot or structure; principal use
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories)	
a.	Other activities; personal services not otherwise listed
b.	Other activities; professional services not otherwise listed

RESIDENTIAL DENSITY CHART

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

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

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

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

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

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

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

Street trees may count toward the minimum acreage.

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

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

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

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

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

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

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

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

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

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



City of Greenville, North Carolina

Meeting Date: 04/13/2023

Title of Item: Ordinance requiring the demolition and removal of the dwelling located at 902 Ward Street, Tax Parcel #06722

Explanation: The Planning and Development Services Department is requesting that the City Council approve an ordinance requiring the owner of a dwelling or dwelling units on one parcel to demolish and remove the dwelling(s) pursuant to the City Code Section 9-1-10 (C)(2): "ordering the Code Enforcement Coordinator or officer to cause the structure to be removed or demolished, as provided in the original order of the Code Enforcement Coordinator or officer". The proposed ordinance provides that the owner has 30 days to demolish and remove the dwelling(s) and if the owner fails to accomplish this within 30 days, then the City will proceed with demolishing and removing the dwelling(s).

- On June 14, 2022, Notice of Violation and Hearing was sent by certified mail to the listed owner(s).
- On June 30, 2022, the City held a hearing. The owner(s) attended the hearing.
- On June 30, 2022, Notice of Finding of Fact and Order was sent by certified mail to the listed owner(s).
- The Order instructed the listed owner(s) to bring the dwelling into compliance with the Minimum Housing Code of the City of Greenville by repairing, altering or improving the dwelling in order to render it in compliance with the minimum standards or by demolishing and removing the structure by a date no later than July 29, 2022.
- On September 8, 2022, City Council tabled the demolition order and extended the owner(s) time to comply by 180 days (March 8, 2023).
- The dwelling(s) has/have been vacated without utilities for well over 5 years.
- The Pitt County Tax Assessor's office currently values the property at \$136,434 (\$132,354 building value and \$4,080 land value).
- The estimated cost to repair the main dwelling(s) is \$157,701.18.

Update for 902 Ward Street (Parcel #06722)

9/22/2022:

- Detailed information was shared with the property owner related to Housing Division programs, Inspections Division processes and Minimum Housing Code Ordinances.

12/20/2022:

- Site inspection by Code Enforcement Officer accompanied by the Chief Building Inspector.

3/6/2023:

- Site inspection revealed that there is still significant work to be done and some work has not been done correctly.

3/10/2023:

- Met with owner in Municipal Building wherein the owner advised staff that he would need an additional 6 months, possibly a year. The owner signed a consent form for inspections but later rescinded it. Staff also advised that the owner needed proper permits and inspections.

Staff conclusions, to date:

- Owner only has building permit and no trade permits (electrical, mechanical or plumbing).
- Work performed and informally evaluated will more than likely require some demo/removal of windows, siding, sheetrock, etc.
- Little to no progress, with significant repairs still needed.





Fiscal Note:

Costs to test and abate asbestos (if present) and demolish the structure are estimated at \$7,200. The cost of demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 12 of Chapter 160D of the North Carolina General Statutes. If the dwelling is removed or demolished by the public officer, the local government shall sell the materials of the dwelling, and any personal property, fixtures, or appurtenances found in or attached to the dwelling, and shall credit the proceeds of the sale against the cost of the removal or demolition, and any balance remaining shall be deposited in the superior court by the public officer, shall be secured in a manner directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto by final order or decree of the court.

Recommendation:

Staff recommends that Council approve the ordinance requiring the demolition and removal of the dwelling located at 902 Ward Street, Tax Parcel #06722.

ATTACHMENTS

-  [1179181 - Demolition Ordinance \(v1-902 Ward\) - 1 - COG.DOCX](#)
-  [TimePhoto_20230306_135757.jpg](#)
-  [TimePhoto_20230306_141220.jpg](#)
-  [TimePhoto_20230306_142508.jpg](#)

ORDINANCE NO. ____

ORDINANCE REQUIRING THE DEMOLITION AND REMOVAL OF THE DWELLING
LOCATED AT:
902 WARD STREET, TAX PARCEL NUMBER# 06722
(CODE CASE# CEMH-2022-00028)

WHEREAS, pursuant to the enforcement of the Minimum Housing Code contained in Title 9, Chapter 1, Article F of the Code of the City of Greenville, North Carolina, as authorized by the provisions of Article 12 of Chapter 160D of the North Carolina General Statutes (G.S.), the owner of the dwelling described below has failed to comply with an Order to EITHER (i) repair, alter, or improve the dwelling to bring it into compliance with the minimum standards established by the Minimum Housing Code or (ii) demolish and remove the dwelling;

WHEREAS, the City Council of the City of Greenville does hereby find and determine that the owner of the dwelling described below has been given a reasonable opportunity to bring the dwelling in conformity with the minimum standards established by the Minimum Housing Code contained in Section 9-1-93 through 9-1-104 of the Code of the City of Greenville, North Carolina; and

WHEREAS, G . S . § 160D-1203 and Section 9-1-110 (C) (2), of the Code of the City of Greenville, North Carolina empower the City Council of the City of Greenville to enact this ordinance to authorize and direct the Code Enforcement officer to remove or demolish a dwelling when the owner has failed to comply with an Order of the Code Enforcement Officer issued pursuant to the provisions of the Minimum Housing Code;

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

Section 1. The owner(s), Jerome Wilson & Nathaniel Wilson, of the dwelling located at 902 Ward Street, Tax Parcel #06722 in the City of Greenville, North Carolina, is hereby directed and required to demolish and remove the dwelling within thirty (30) days from the effective date of this ordinance.

Section 2. The Code Enforcement Supervisor is hereby authorized and directed to proceed to demolish and remove the dwelling in the event the owner fails to comply with the provisions of Section 1 of this ordinance within thirty (30) days, said dwelling being located at 902 Ward Street Greenville, North Carolina, and owned by Jerome Wilson & Nathaniel Wilson.

Section 3. The cost of demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 12 of Chapter 160D of the North Carolina General Statutes. The usable material of the dwelling and any personal property, fixtures, or appurtenances found in or attached to the dwelling shall be sold and the proceeds shall be credited against the cost of removal or demolition and any balance remaining shall be deposited in superior court where it shall be secured and disbursed in the manner provided by G.S. § 160D-1203(7).

Section 4. This ordinance shall be recorded in the Office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index.

Section 5. This ordinance shall become effective upon its adoption.

This the 13th day of April, 2023.

PJ Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public in and for said state and county, do hereby certify that Valerie Shiuwegar personally appeared before me this day and acknowledged that she is the City Clerk 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 notarial seal this _____ day of _____ 2023.

My Commission Expires: _____

Notary Public





Mar 6, 2023 2:12:19 PM
902 Ward update





City of Greenville, North Carolina

Meeting Date: 04/13/2023

Title of Item: Public hearing for the 2023-2027 Consolidated Plan, 2023-2024 Annual Action Plan for CDBG and HOME Programs, and Assessment of Fair Housing

Explanation: The Consolidated and Annual Action Plans are required strategies which identify housing objectives and resources that will be used to address the identified needs in the city. This Consolidated Plan identifies the proposed goals and objectives for the Housing Division over the next five (5) years.

The Planning and Development Services, Housing Division has worked with a consultant, Mosaic, to draft the update of the five- year Consolidated Plan. The plan is mandated by the US Department of Housing and Urban Development (HUD) and is designated to assist municipalities in assessing their needs in affordable housing, economic and community development. Also required is the Assessment of Fair Housing, a study of housing patterns and strategies to overcome any identified fair housing issues. These documents are data-driven approaches which take into consideration market conditions and community needs, as well as to ensure the City is making place-based investment decisions. The proposed activities must tie back to the identified objectives of the Consolidated Plan. To receive Community Development Block Grant (CDBG) and HOME Investment Partnership Funds, the City must prepare an Annual Action Plan each year.

In addition to the Consolidated Plan update, the Housing Division also developed activities for the upcoming 2023-2024 Annual Action Plan with the findings of the Consolidated Plan. The Annual Action Plan is the annual allocation of resources for housing activities utilizing CDBG and HOME funds. The City is an Entitlement City under CDBG and Participating Jurisdiction (PJ) under HOME. These designations result in annual formula allocations to the City by HUD to benefit low- and moderate-income residents. Expenditure of CDBG and HOME funds must meet grant program spending requirements and national objectives.

The public hearing offers the opportunity for the public to make comments and to approve the plans and direct staff to implement the plans. In the development of the 2023-2027 Consolidated Plan and the 2023-2024 Annual Action Plan analysis, staff finds the following broad program goals should be pursued over the next five (5) year period to advance the goals of the City Council:

1. Improve housing access and quality
2. Provide housing services for people experiencing or at-risk of homelessness

3. Improve public facilities and infrastructure
4. Provide public services
5. Support economic development

Fiscal Note: The City has been authorized to use HUD funding in the amount of \$963,874 in CDBG funds and \$599,237 in HOME program funds for the 2023-2024 fiscal year.

Recommendation: Conduct the public hearing to further allow citizen participation in the planning of the 2023-2027 Consolidated Plan and the 2023-2024 Annual Action Plan for the CDBG and HOME programs and Assessment of Fair Housing. Approve each plan for implementation and authorize the Mayor and/or City Manager, as appropriate, to sign required documents.

ATTACHMENTS

 [Draft Consolidated Plan](#)



Greenville
NORTH CAROLINA

Find yourself in good company®

DRAFT

**2023-2027 CONSOLIDATED PLAN &
2023 ANNUAL ACTION PLAN**

PREPARED BY
MOSAIC COMMUNITY PLANNING

TABLE OF CONTENTS

I. EXECUTIVE SUMMARY.....	5
ES-05 Executive Summary: 24 CFR 91.200(c), 91.220(b)	6
II. THE PROCESS.....	11
PR-05 Lead and Responsible Agencies: 24 CFR 91.200(b)	12
PR-10 Consultation: 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l), 91.315(l).....	13
PR-15 Citizen Participation: 91.105, 91.115, 91.200(c), and 91.300(c)	21
III. NEEDS ASSESSMENT	37
NA-05 Overview	40
NA-10 Housing Needs Assessment: 24 CFR 91.205(a, b, c).....	41
NA-15 Disproportionately Greater Need: Housing Problems: 91.205(b)(2).....	55
NA-20 Disproportionately Greater Need: Severe Housing Problems: 91.205(b)(2)....	60
NA-25 Disproportionately Greater Need: Housing Cost Burdens: 91.205(b)(2)	64
NA-30 Disproportionately Greater Need: Discussion: 91.205(b)(2)	66
NA-35 Public Housing: 91.205(b)	69
NA-40 Homeless Needs Assessment: 91.205(c)	75
NA-45 Non-Homeless Special Needs Assessment: 91.205(b, d)	77
NA-50 Non-Housing Community Development Needs: 91.215(f)	82
IV. HOUSING MARKET ANALYSIS	88
MA-05 Overview	89
MA-10 Number of Housing Units: 91.210(a) and (b)(2)	89
MA-15 Housing Market Analysis: Cost of Housing: 91.210(a).....	94

MA-20 Housing Market Analysis: Condition Housing: 91.210(a).....	100
MA-25 Public Assisted Housing: 91.210(b)	105
MA-30 Homeless Facilities and Services: 91.210(c)	108
MA-35 Special Needs Facilities and Services: 91.210(d).....	112
MA-40 Barriers to Affordable Housing: 91.210(e)	116
MA-45 Non-Housing Community Development Assets: 91.215(f)	117
MA-50 Needs and Market Analysis Discussion	124
MA-60 Broadband Needs of Housing Occupied by Low- and Moderate-Income Households: 91.210(a), 91.310(a)(2)	126
MA-65 Hazard Mitigation: 91.210(a)(5), 91.310(a)(3)	131
V. STRATEGIC PLAN	133
SP-05 Overview	134
SP-10 Geographic Priorities: 91.215(a)(1)	135
SP-25 Priority needs: 91.215(a)(2)	139
SP-30 Influence of Market Conditions: 91-215(b)	144
SP-35 Anticipated Resources: 91.215(a)(4), 91.220(c)(1, 2).....	145
SP-40 Institutional Delivery Structure: 91.215(k)	148
SP-45 Goals Summary: 91.215(a)(4)	154
SP-50 Public Housing Accessibility and Involvement: 91-215(c).....	158
SP-55 Barriers to Affordable Housing: 91,215(h).....	159
SP-60 Homelessness Strategy: 91.215(d)	161
SP-65 Lead-Based Paint Hazards: 91.215(i)	165
SP-70 Anti-Poverty Strategy: 91-215(j)	166

SP-80 Monitoring: 91.230.....	169
VI. EXPECTED RESOURCES	170
AP-15 Expected Resources: 91.220(c)(1, 2).....	171
VII. ANNUAL GOALS AND OBJECTIVES	174
AP-20 Annual Goals and Objectives	175
VIII. PROJECTS	178
AP-35 Projects: 91.220(d).....	179
AP-50 Geographic Distribution: 91.220(f)	184
IX. AFFORDABLE HOUSING.....	186
AP-55 Affordable Housing: 91.220(g)	187
AP-60 Public Housing: 91.220(h)	188
AP-65 Homeless and Other Special Needs Activities: 91.220(i).....	189
AP-75 Barriers to Affordable Housing: 91.220(j)	198
AP-85 Other Actions: 91.220(k)	197
X. PROGRAM SPECIFIC REQUIREMENTS.....	204
AP-90 Program Specific Requirements: 91.220(i)(1, 2, 4)	205

I. EXECUTIVE SUMMARY

ES-05 EXECUTIVE SUMMARY: 24 CFR 91.200(C), 91.220(B)

1. INTRODUCTION

Every five years, the City of Greenville, NC must prepare a strategic plan (known as the Consolidated Plan) which governs the use of federal housing and community development grant funds that it receives from the United States Department of Housing and Urban Development (HUD). When preparing a Consolidated Plan, grantees must assess the needs and issues in their jurisdictions as a part of their preparation of these documents.

The grant funds received from HUD by the City that are covered in the Consolidated Plan include:

- Community Development Block Grant (CDBG) Program
- Home Investment Partnerships (HOME) Program

The City must also submit to HUD separate Annual Action Plans for each of the five years during the Consolidated Plan period. The Annual Action Plans serve as the City's yearly applications to HUD that are required for it to receive the annual allocations from the two grant programs. These grants from HUD are known as Entitlement Grant Programs because communities receive the funds every year if they meet program requirements and criteria associated with each of the grants. Under HUD's grant program regulations, the City of Greenville may use its CDBG and HOME grant funds within the city of Greenville, NC.

2. SUMMARY OF THE OBJECTIVES AND OUTCOMES IDENTIFIED IN THE PLAN NEEDS ASSISTANCE OVERVIEW.

When preparing a Consolidated Plan, grantees must assess the needs in their jurisdictions as a key part of the process. To inform development of priorities and goals over the next five years, the Consolidated Plan's Needs Assessment discusses housing, community development, and economic development needs in Greenville. The Needs Assessment relies on data from the US Census, 2013-2017 5-Year American Community Survey (ACS), and a special tabulation of ACS data known as Comprehensive Housing Affordability Strategy (CHAS) data that estimates the number of households with one or

more housing needs. Local data regarding homelessness and assisted living is included. Finally, public input gathered through interviews, focus groups, meetings, and the community survey are coupled with data analysis to identify priority needs related to affordable housing, homelessness, assisted housing, community development, and economic development in Greenville.

Priorities identified during the development of the City's 2023-2027 Five-Year Plan include:

- Improve housing opportunities by creating and preserving decent, safe, affordable rental and homeownership housing.
- Reduce homelessness by assisting individuals and families to stabilize permanent housing.
- Create and sustain a suitable living environment through infrastructure and public facility improvements.
- Provide public services to expand economic opportunity, improve health and safety, enhance food access, and provide other assistance for low- and moderate-income households, seniors, people with disabilities, and other eligible groups.
- Promote economic development to expand economic opportunity.
- Expand fair access to housing through education and enforcement activities.
- Support administration of Community Development Block Grant and HOME Investment Partnerships programs.

3. EVALUATION OF PAST PERFORMANCE.

During the most recent program year (2021-2022 CAPER), the City met or exceeded its one-year goals with the following programs:

- Number of non-homeless households to be provided affordable housing units (one year goal: 130; actual: 224)
- Number of households support through rental assistance (one year goal: 150; actual: 220)

Areas in which the City has not yet met its one-year targets include:

- Number of households supported through the production of new units (one year goal: 4, actual: 0)
- Number of households supported through the rehab of existing units (one year goal: 10, actual: 3 completed, several ongoing)

4. SUMMARY OF CITIZEN PARTICIPATION PROCESS AND CONSULTATION PROCESS.

An important component of the research process for the Consolidated Plan and Assessment of Fair Housing involved gathering input regarding fair and affordable housing conditions, needs, and opportunities in Greenville. Mosaic Community Planning collaborated with the City of Greenville’s Housing Division to use a variety of approaches to support meaningful engagement with residents and other stakeholders. These methods include community workshops, stakeholder interviews, resident focus groups, and a community-wide survey.

COMMUNITY WORKSHOPS

In October 2022, the City of Greenville hosted a series of virtual and in-person community workshops to understand housing and community development needs and opportunities in the city, and issues of fair housing and access to opportunity. Each workshop began with a brief presentation that provided an overview of the Consolidated Plan and Assessment of Fair Housing, the community engagement process, the project website and survey, the project timeline, and the types of analysis to be included in the study. The presentation was followed by an interactive discussion of housing, community development, fair housing, and access to opportunity. Three workshops were held in person throughout the day on October 12, 2022, and one virtual workshop was held via Zoom on October 18, 2022. Residents could request language or other accommodations at the workshops if needed. A total of 26 participants joined an in-person community workshop, while 7 participants joined a Zoom workshop, for a total of 33 participants.

STAKEHOLDER INTERVIEWS

One-on-one stakeholder interviews were conducted by phone from October through December 2022. Discussion topics included housing and community development needs, successful community development initiatives, and fair housing issues. A total of 10 community stakeholders participated in a stakeholder interview, representing a range

of viewpoints, including affordable housing, home repair, economic empowerment, workforce development, transportation, education, planning and development, violence prevention, youth and family resources, faith-based organizations, real estate, and others.

FOCUS GROUPS

A virtual focus group was held with participants in programs of the nonprofit organization CAREE. The focus group began with a short presentation providing an overview of the Consolidated Plan and related grant programs. The presentation was followed by an interactive discussion of housing and community development needs and fair housing issues. Eight residents participated in this focus group.

COMMUNITY SURVEY

A final method for obtaining community input was a 24-question survey available to the public, including people living and / or working in Greenville, and other stakeholders. The survey asked participants to identify high needs in categories of housing, homelessness, public service, infrastructure, and economic development. The survey also explored participants' knowledge of fair housing rights and resources and experiences of housing discrimination. The survey was available in October and November 2022 via an online link. A total of 27 survey responses were received.

PUBLICITY FOR COMMUNITY ENGAGEMENT ACTIVITIES

Advertisements for the community workshops, project website, and survey targeted residents and business owners of Greenville, in addition to nonprofits, service providers, housing providers, and others working with low- and moderate-income households and special needs populations.

The project website provided an overview of the Assessment of Fair Housing and Consolidated Plan, as well as information about community workshops, a link to the housing and community needs survey, and related resources. The website received more than 1,000 visits from October through December 2022.

Public notice of community input opportunities was posted on the City of Greenville website and social media pages and emailed to recipients of the city's email list. City employees also posted flyers advertising community meetings in several high-traffic

business and public areas of the city. Stakeholder interview invitations were sent to approximately 100 contacts representing a variety of viewpoints, including elected officials and staff, housing authority staff, housing developers, nonprofit organizations, homeless housing and service providers, mental health service providers, organizations serving people with disabilities, family and senior services organizations, workforce development organizations, and others. Meeting advertisements noted that language and other accommodations were available at community workshops if needed; no requests for accommodations were received.

5. SUMMARY OF PUBLIC COMMENTS.

The City of Greenville held a 30-day comment period and a public hearing to receive input from residents and stakeholders on the draft Consolidated Plan prior to approval by the City Council and submission to HUD. The City received *xxx (to be inserted after 30-day period)* comments on the plan, which are summarized in the Citizen Participation section of this plan.

6. SUMMARY OF COMMENTS OR VIEWS NOT ACCEPTED AND THE REASONS FOR NOT ACCEPTING THEM.

All public comments were accepted and taken into consideration in preparing the Consolidated Plan.

7. SUMMARY

During the development of the Consolidated Plan, a set of priority needs were identified. These priorities include affordable housing, homeless needs, public facilities and infrastructure, public services, economic development, fair housing, and program administration. The Consolidated Plan also contains goals, measurable objectives, and implementation actions for each of the plan's elements.

II. THE PROCESS

PR-05 LEAD AND RESPONSIBLE AGENCIES: 24 CFR 91.200(B)

1. DESCRIBE AGENCY / ENTITLE RESPONSIBLE FOR PARTICIPATING THE CONSOLIDATED PLAN AND THOSE RESPONSIBLE FOR ADMINISTRATION OF EACH GRANT PROGRAM AND FUNDING SOURCE.

The following are the agencies / entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source:

TABLE 1. RESPONSIBLE AGENCIES

Agency Role	Name	Department / Agency
LEAD AGENCY: GREENVILLE		
CDBG Administrator	Greenville	Planning & Development Services / Housing Division
HOME Administrator	Greenville	Planning & Development Services / Housing Division

Narrative

Greenville, NC is an entitlement community under the U.S. Department of Housing and Urban Development’s CDBG and HOME programs. The Consolidated Plan covers the period from October 1, 2023, through September 30, 2028. The plan identifies priority community development and housing needs in Greenville and provides a strategy to address them. The attached Annual Action Plan discusses specific projects to be funded during the 2023 program year, which begins October 1, 2023, and ends September 30, 2024.

Consolidated Plan Public Contact Information

Name:	Tiana Berryman, Housing Administrator
Address:	200 West Fifth Street Greenville, NC 27858
Phone Number:	(252) 329-4518

PR-10 CONSULTATION: 91.100, 91.110, 91.200(B), 91.300(B), 91.215(I), AND 91.315(I)

1. INTRODUCTION

The City of Greenville conducted an array of virtual and in-person public engagement opportunities to inform the public of its Consolidated Plan's goals and priorities. In October 2022, the city collaborated with Mosaic Community Planning to hold four public meetings, one virtual and three in-person that engaged a total of 33 participants. Mosaic also conducted 10 stakeholder interviews during October and November 2022, and held two focus groups, which had a total of 12 participants. Finally, citizens were invited to complete an online community development and housing needs survey in October and November 2022, which garnered 27 responses. The city also plans to hold a 30-day public comment period in which residents and stakeholders can provide feedback on the draft consolidated plan in March 2023.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The City of Greenville's 2022-2026 Comprehensive Plan states the following about the City's collaborative efforts at service provision:

The City of Greenville provides a variety of housing and neighborhood programs. The Planning & Development Services Department/Housing Division provides services that help residents and homeowners associations find city services and lending expertise. The Neighborhood Advisory Board (NAB), a citizen-led board, collaborates directly with residents to understand key issues. It brings residents together to share information and helps establish new neighborhood associations. The City has established several programs to encourage neighborhood redevelopment, including Neighborhood Improvement Grants and Community Garden Leases. The city programs also facilitate down payment assistance, development of affordable housing, owner-occupied home rehabilitation, and partnerships to provide homeownership counseling,

multifamily development, façade and site improvement grants, lead removal, and brownfield development.

The city operates a Homeownership Academy to provide participants with information and prepare them financially for the home buying process, with a focus on residents of the West Greenville Redevelopment Area. Additionally, the city partners with Pitt Community College and East Carolina University for workforce training and development. Both organizations have Memorandums of Understanding which connect them to activities and projects that the city deems imperative for economic development.

In the 2021-2022 fiscal year, the City partnered with the following non-profits and service providers through CDBG funding:

- Martin-Pitt Partnership for Children
- Greenville Community Shelter
- Community Crossroads Center
- Habitat for Humanity - Pitt County
- Boys & Girls Club - Coastal Plain
- Center for Family Violence Prevention
- Koinonia Christian Center Church (now Koinonia Community Solutions)

Representatives from the following local non-profits and service providers also participated in this consolidated plan community feedback process:

- CAREE
- Koinonia Community Solutions
- Daughters of Worth
- Spiritual Awakening Ministries Inc
- Rebuilding Together Pitt County
- Habitat for Humanity - Pitt County
- Martin-Pitt Partnership for Children
- Center for Family Violence Prevention
- PiCaso - Pitt County AIDS Service Organization

- Nehemiah Initiative
- Lamb’s Place
- Heart for ENC
- Bring America Home Now
- Trillium Health Resources

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Greenville falls under the North Carolina Balance of State Continuum of Care. The City is served by the Region 12 committee for this CoC, which meets monthly to work toward implementing strategies in the 10 Year Plan to End Chronic Homelessness, to secure grant funds to support the plan’s efforts, and to develop a local network of organizations working together to address homelessness in Pitt County. Greenville participates in Pitt County’s yearly Point-In-Time Count and has participated in Pitt County’s 10 Year Plan to End Chronic Homelessness, although this plan expired in 2018. The City coordinates with the Continuum of Care in implementing programs through the CDBG and HOME programs to support the CoC’s efforts in addressing homelessness through implementing strategies contained in the 10-year plan.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS.

The City of Greenville does not receive ESG funding and therefore does not administer HMIS.

2. DESCRIBE AGENCIES, GROUPS, ORGANIZATIONS AND OTHERS WHO PARTICIPATED IN THE PROCESS AND DESCRIBE THE JURISDICTIONS CONSULTATIONS WITH HOUSING, SOCIAL SERVICE AGENCIES AND OTHER ENTITIES.

TABLE 2. AGENCIES, GROUPS, ORGANIZATIONS WHO PARTICIPATED

Agency/Group/Organization Name	Type	Section of Plan Addressed	How was the group consulted?
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1	ECU Health	Services – health	Non-housing community development strategy	Community Workshop
2	CAREE	Services – homelessness & poverty	Homeless needs; Homeless strategy; Poverty strategy	Community Workshop; Focus Group
3	Daughters of Worth	Services – homelessness & domestic violence	Homeless needs; Homeless strategy; Poverty strategy	Community Workshop
4	Eastern Carolina Board of Realists	Civic leaders	Non-housing community development strategy	Community Workshop; Stakeholder Interview
5	Center for Family Violence Prevention	Services – domestic violence	Homeless needs; Homeless strategy; Poverty strategy	Community Workshop; Stakeholder Interview
6	Pitt County Department of Health	Services – health	Non-housing community development strategy	Community Workshop
7	Pitt County AIDS Service Organization	Services – health	Non-housing community development strategy	Community Workshop
8	Parents for Public Schools – Pitt County	Civic leaders	Non-housing community development strategy	Community Workshop
9	Koinonia Community Services	Services – housing and poverty	Homeless needs; Homeless strategy; Anti-poverty strategy; Economic development	Community Workshop; Stakeholder Interview
10	Nehemiah Initiative	Housing	Housing need assessment	Community Workshop
11	Lamb’s Place	Services – homelessness (youth)	Homeless needs; Homeless strategy; Anti-poverty strategy	Community Workshop

12	Heart for ENC	Civic leaders	Non-housing community development strategy	Community Workshop
13	Bring America Home: Bethel Initiative	Services – poverty & homelessness	Homeless needs; Homeless strategy; Anti-poverty strategy	Community Workshop, Focus Group
14	Pitt County Planning	Planning	Housing need assessment; Non-housing community development strategy	Community Workshop; Stakeholder Interview
15	Martin-Pitt Partnership for Children	Services – children	Non-housing community development strategy	Stakeholder Interview
16	Habitat for Humanity – Pitt County	Housing	Housing need assessment, market analysis	Stakeholder Interview
17	Rebuilding Together Pitt County	Services – home repair	Housing Need Assessment, market analysis	Community Workshop; Stakeholder Interview
18	Spiritual Awakening Ministries	Civic leaders	Non-housing community development strategy	Stakeholder Interview
19	Greenville Veteran’s Affairs	Services - veterans	Homeless needs; Homeless strategy	Community Workshop
20	Trillium Health Resources	Services - health	Non-housing community development strategy	Community Workshop
21	Greenville Housing Authority	Public Housing Authority	Housing Need Assessment, public housing needs	Community Workshop
22	Tar-State Transportation Alliance	Civic leaders	Non-housing community development strategy; Transit	Stakeholder Interview

23	Sheppard Memorial Library	Broadband, narrowing the digital divide	Non-housing community development strategy, broadband	Written communication
24	Sound Rivers	Hazard mitigation	Other- hazard mitigation	Written communication

Identify any Agency Types not consulted and provide rationale for not consulting.

Community outreach for the Consolidated Plan included a project website, which provided an overview of the Assessment of Fair Housing and Consolidated Plan, as well as information about community workshops, a link to the housing and community needs survey, and related resources. The website received more than 1,000 visits from October through December 2022.

Additionally, public notice of community input opportunities was posted on the City of Greenville website and social media pages and emailed to recipients of the city’s email list. City employees also posted flyers advertising community meetings in several high-traffic business and public areas of the city. Stakeholder interview invitations were sent to approximately 100 contacts representing a variety of viewpoints, including elected officials and staff, housing authority staff, housing developers, nonprofit organizations, homeless housing and service providers, mental health service providers, organizations serving people with disabilities, family and senior services organizations, workforce development organizations, and others. Meeting advertisements noted that language and other accommodations were available at community workshops if needed; no requests for accommodations were received.

Community engagement efforts for the Consolidated Plan elicited broad community participation through virtual and in-person community workshops, focus groups, stakeholder interviews, the community survey, and the project’s website. No agency types were excluded from outreach efforts.

i. Other local / regional / state / federal planning efforts considered when preparing the Plan.

TABLE 3. OTHER LOCAL / REGIONAL / FEDERAL PLANNING EFFORTS

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Horizons 2026 Community Plan	City of Greenville	Horizons 2026 is Greenville's 10-year comprehensive community plan. The Strategic Plan references goals and action items outlined within this plan to inform need and gap assessments.
2022 Pitt County Point-In-Time Count	Pitt County / North Carolina Balance of State CoC	The Point in Time Count identifies the changing demographics of the county's homeless population and indicates areas for improved or increased service provision, in line with the Strategic Plan.
Greenville 2018-2022 Consolidated Plan	City of Greenville	Greenville's previous Consolidated Plan contains information on the City's past housing and community development efforts and collaborations with local service providers, informing the development of the new Strategic Plan.
Greenville 2021-2022 Annual Action Plan	City of Greenville	Greenville's most recent Annual Action Plan contains information on the city's recent collaborations with local service providers, informing the potential for collaboration outlined in the Strategic Plan.
Greenville 2013-2018 Analysis of Impediments to Fair Housing	City of Greenville	Greenville's most recent Analysis of Impediments contains information on the city's previous fair housing efforts, informing the Strategic Plan's assessment of past efforts.
Greenville 2020 CAPER	City of Greenville	Greenville's 2020 CAPER evaluates Greenville's past performance on action items, informing the Strategic Plan's evaluation of past items and development of future goals and strategies.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Pitt County 2008–2018 Plan to End Chronic Homelessness	Pitt County	Pitt County's Plan to End Chronic Homelessness outlines past homelessness outreach and service efforts, informing evaluations of past performance and development of new goals and priorities.

3. DESCRIBE COOPERATION AND COORDINATION WITH OTHER PUBLIC ENTITIES, INCLUDING THE STATE AND ANY ADJACENT UNITS OF GENERAL LOCAL GOVERNMENT, IN THE IMPLEMENTATION OF THE CONSOLIDATED PLAN (91.215(L)).

As the city of Greenville implements this five-Year Consolidated Plan, it will continue to work with other public entities, including the North Carolina Balance of State Continuum of Care, Pitt County, local and regional organizations and service providers, and the state of North Carolina. Continued and expanded partnership with local non-profits, such as those served with CDBG funds in the 2021-2022 fiscal year and/or those who participated in the community feedback process, will be critical for the administration of this plan. Additionally, continued close work with both Pitt County and the Continuum of Care will be crucial for the administration of Greenville’s homeless outreach and prevention goals, especially as the city does not receive ESG funding.

PR-15 CITIZEN PARTICIPATION: 91.105, 91.115, 91.200(C), AND 91.300(C)

Community Engagement Overview

An important component of the research process for the Consolidated Plan and Assessment of Fair Housing involved gathering input regarding affordable housing and community development conditions, needs, and opportunities in Greenville. Mosaic Community Planning collaborated with the City of Greenville’s Housing Division to use a variety of approaches to support meaningful engagement with residents and other stakeholders. These methods included community workshops, stakeholder interviews, resident focus groups, and a community-wide survey.

COMMUNITY WORKSHOPS

In October 2022, the city of Greenville hosted a series of virtual and in-person community workshops to understand housing and community development needs and opportunities in the city, and issues of fair housing and access to opportunity. Each workshop began with a brief presentation that provided an overview of the Consolidated Plan and Assessment of Fair Housing, the community engagement process, the project website and survey, the project timeline, and the types of analysis to be included in the study. The presentation was followed by an interactive discussion of housing, community development, fair housing, and access to opportunity. Three workshops were held in person throughout the day on October 12, 2022, and one virtual workshop was held via Zoom on October 18, 2022. Residents could request language or other accommodations at the workshops if needed. A total of 26 participants joined an in-person community workshop, while 7 participants joined a Zoom workshop, for a total of 33 participants. Workshop dates and times are shown below:

COMMUNITY WORKSHOP INFORMATION

Community Workshop 1:	(In-person at 3rd Floor Gallery, City Hall, 200 W 5th Street) Wednesday, October 12, 2022, 12:00 p.m.
Community Workshop 2:	(In-person at 3rd Floor Council Chambers, City Hall, 200 W 5th Street) Wednesday, October 12, 2022, 4:00 p.m.
Community Workshop 3:	(In-person at 3rd Floor Gallery, City Hall, 200 W 5th Street) Wednesday, October 12, 2022, 6:00 p.m.
Community Workshop 4:	(Virtual via Zoom) Tuesday, October 18, 2022, 6:00 p.m.

STAKEHOLDER FOCUS GROUPS AND INTERVIEWS

The planning team also engaged with stakeholders representing a variety of perspectives through in-depth individual interviews. Discussion topics included housing needs, access to opportunity, community development needs, and an assessment of previous efforts. Ten community stakeholders participated in an interview, representing a range of viewpoints, including fair housing organizations and agencies, public housing, local government, affordable housing, homeownership programs, neighborhood revitalization, food access, education, financial services and career pathways, small businesses, and others.

A virtual focus group was held with staff and clients of Citizens Advocating for Racial Equity and Equality (CAREE), a Greenville non-profit that collaborates with residents on health equity, economic development, and financial literacy. Like the community workshops, this focus group began with a brief presentation that provided an overview of the Consolidated Plan and Assessment of Fair Housing, the community engagement process, the project website and survey, the project timeline, and the types of analysis to be included in the study. The presentation was followed by an interactive discussion of Greenville’s housing and community development needs, as well as evaluations of previously successful community development initiatives. The focus group was held

virtually via Zoom, and residents could join online or by phone. Eight residents participated in this focus group.

COMMUNITY SURVEY

A final method for obtaining community input was a 24-question survey available to the public, including people living and / or working in Greenville, and other stakeholders. The survey was available in October and November 2022 via an online link. A total of 27 survey responses were received.

PUBLICITY FOR COMMUNITY ENGAGEMENT ACTIVITIES

Advertisements for the community workshops, project website, and survey targeted residents and business owners of Greenville, in addition to nonprofits, service providers, housing providers, and others working with low- and moderate-income households and special needs populations.

The project website provided an overview of the Assessment of Fair Housing and Consolidated Plan, as well as information about community workshops, a link to the housing and community needs survey, and related resources (see Figure 1). The website received more than 1,000 visits from October through December 2022.

FIGURE 1. PROJECT WEBSITE



Have Ideas for Community Improvements?

The City of Greenville, NC is currently developing its five-year Consolidated Plan to guide investments in community development, affordable housing, and homelessness assistance programs across the city. In addition, it is also working on an Assessment of Fair Housing (AFH), which will look at whether everyone has similar choices for housing regardless of their race, ethnicity, national origin, sex (including sexual orientation and gender identity), religion, disability, or whether they have children.

Public notice of community input opportunities was posted on the City of Greenville website and social media pages and emailed to recipients of the city's email list. City employees also posted flyers advertising community meetings in several high-traffic business and public areas of the city (see Figure 2). Stakeholder interview invitations were sent to approximately 100 contacts representing a variety of viewpoints, including elected officials and staff, housing authority staff, housing developers, nonprofit organizations, homeless housing and service providers, mental health service providers, organizations serving people with disabilities, family and senior services organizations, workforce development organizations, and others. Meeting advertisements noted that language and other accommodations were available at community workshops if needed; no requests for accommodations were received.

FIGURE 2: PROMOTIONAL FLYER USED TO INFORM RESIDENTS OF PUBLIC WORKSHOPS



**GREENVILLE
SPEAK UP!
WE ARE LISTENING.**

**2023–2027 Five Year Consolidated Plan
& Assessment of Fair Housing**

**Join the City of Greenville Housing Division to discuss
Housing and Community Development needs!**

Please visit GreenvilleNCConPlan.com
to take the housing and community
development survey, register for our
community workshops, and share your
insights on fair housing in Greenville.



<p>WEDNESDAY OCTOBER</p> <p>12</p> <p>12:00 PM</p> <p>3RD Floor Gallery City Hall 200 W 5th St</p>	<p>WEDNESDAY OCTOBER</p> <p>12</p> <p>4:00 PM</p> <p>City Council Chambers 200 W 5th St</p>	<p>WEDNESDAY OCTOBER</p> <p>12</p> <p>6:00 PM</p> <p>3RD Floor Gallery City Hall 200 W 5th St</p>	<p>TUESDAY OCTOBER</p> <p>18</p> <p>6:00 PM</p> <p>Virtual (ZOOM) Register online at GreenvilleNCConPlan.com</p>
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Please RSVP and register for workshops at GreenvilleNCConPlan.com

Planning & Development Services • 201 West 5th Street, Greenville, NC 27835 • (252) 329-4481

Citizen Participation Outreach

TABLE 4. CITIZEN PARTICIPATION OUTREACH

Sort Order	Mode of Outreach	Target of Outreach	Summary of Response / Attendance	Summary of Comments Received
1	Community Workshops	Non-targeted/ Broad community	40	<p>Housing and Homeless Needs</p> <ul style="list-style-type: none"> • Major need for low-income housing that accepts Section 8 and other rental assistance – many participants note that several previously Section 8 accessible buildings have recently been purchased by new owners who no longer accept voucher income. • Home ownership assistance and education • Diversion of funding from parks & recreation to housing, or greater transparency as to why this is not possible • Housing available to people exiting incarceration and/or with criminal records, especially non-violent felons • More senior and disabled accessible housing • A safe house for those fleeing domestic violence • Transitional housing for individuals exiting shelters • More affordable housing – many note that AMI is not reflective of the financial situation of most residents, perhaps as a result of a skew due to physician and other healthcare worker salaries in the medical district. • Housing rehabilitation programs for both abandoned and occupied housing

			<ul style="list-style-type: none"> • Source-of-income protection via ordinance to prevent Section 8 and other rental assistance discrimination • Homelessness and displacement prevention programs for those experiencing housing instability • Renter protections tied to landlord restrictions – for example, a limit on application fees and/or number of applications accepted • Rent increase limits • More widely dispersed homeless facilities, and/or greater access to transportation between such facilities • Adaptive re-use programs for abandoned buildings that have previously been non-residential <p>Public Facilities and Infrastructure Needs</p> <ul style="list-style-type: none"> • Road conditions are inconsistent throughout the area and are worse in more rural neighborhoods • Need for infrastructure expansion towards the edges of Greenville city limits • Transit system improvements & expansion • Increased or more systematic park maintenance • Sidewalks, particularly in West Greenville <p>Public Service & Resource Needs</p> <ul style="list-style-type: none"> • Financial literacy training • Home ownership assistance and education • Job training & employment assistance • Upward mobility programs
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				<ul style="list-style-type: none"> • Greater accessibility for people most in need to access both resources and community feedback opportunities – many homeless individuals have difficulty accessing both of these things. • More community development funding focused north of the Tar River – specific need for grocery stores, drugstores, and banks • More funding accessibility for non-profits – the city sometimes imposes unnecessary red tape and fees • Food banks & similar programs
				<p>Successful Community Development Initiatives</p> <ul style="list-style-type: none"> • Spiritual Awakenings: homeless assistance • Senior Center & Meals on Wheels programs • Boys & Girls club • Heart for ENC • Joy Center • Nathaniel Village • Lincoln Heights & Lincoln Park action plans <p>Barriers to Fair Housing</p> <ul style="list-style-type: none"> • Lack of transit options force people to choose between employment access or preferred neighborhoods. • Source of income discrimination • School access for families with children • High rental income requirements • Lack of access to a computer or internet • Discrimination against people with criminal histories

2	Stakeholder Interviews	Non-Profit organizations and service providers	10	<p>Housing and Homeless Needs</p> <ul style="list-style-type: none"> • Homeless prevention programs • Addiction treatment services • More affordable housing • Senior housing, especially for independent retirees • Affordable, walkable multifamily housing • Housing targeted to retain low-income families and help them age in place • More focus on affordable housing with existing funding • Multifamily housing centers that include socialization opportunities and on-site social services for residents • More housing & resources for those fleeing domestic violence <p>Public Facilities and Infrastructure Needs</p> <ul style="list-style-type: none"> • More code enforcement for property owners of low-income housing • Neighborhood improvement in low-income areas • More school and green space improvements in West Greenville and low-income neighborhoods • Grocery access in West Greenville • Sidewalk & bike lane improvements • Transit improvements, especially those connecting low-income residents to supportive services <p>Public Service & Resource Needs</p> <ul style="list-style-type: none"> • Addiction treatment services • Housing rehabilitation programs
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				<ul style="list-style-type: none"> • Involvement of college students in planning & development efforts • Grandfather clauses in any new ordinances could result in displacement • Continued assistance for people who got behind financially during COVID • Assistance for people who are displaced, but not homeless – living with family members etc. • Wraparound services connected to housing • Rehab & other services that service mobile homes – many programs exclude these • Home maintenance/upkeep training • Utility assistance • Easier access to CDBG and other funding for local non-profits – current extraneous application requirements limit smaller non-profits due to cost • Rental application assistance • Vacant and abandoned property rehab • Foreclosure prevention <p>Successful Community Development Initiatives</p> <ul style="list-style-type: none"> • Nathaniel Village • Winslow Point • Parkside Commons • Bill Clark homes • Previous affordable unit requirements • Barrett Place • Taft Properties
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				<p>Barriers to Fair Housing</p> <ul style="list-style-type: none"> • Extensive waitlists for openings and/or housing assistance within desirable neighborhoods • Family size – affordable multi bedroom housing difficult to find • Language barriers for Spanish-speaking populations • Lack of physical address after experiencing displacement or homelessness • Source-of-income discrimination • Excessive rental deposit requirements • Proximity to & accessibility of nearby healthcare • Excessive dedication of city funding to recreational activities instead of affordable housing & services • Racial discrimination – more overtones than blatant, but still exists
3	Community Survey	Non-targeted/ Broad community	27	<p>Housing and Homeless Needs – by % of respondents who deemed each item “high need”</p> <ul style="list-style-type: none"> • Elderly/senior housing: 84% • Rental assistance: 84% • Construction of new affordable units: 84% • Rehab of existing homes: 81% • Transitional or permanent supportive housing: 80% • Homelessness prevention: 77% • Housing for people with disabilities: 77%

				<ul style="list-style-type: none"> • Family housing: 76% • Section 8 housing: 76% • Supportive services & case management: 68% • Outreach to unhoused persons: 58% • Homebuyer assistance: 56% • Homeowner improvement assistance: 50% • Access to homeless shelters: 50% • Meals and nutrition: 50% <p>Public Facilities and Infrastructure Needs – those ranked “High Need” by majority of participants</p> <ul style="list-style-type: none"> • Road & sidewalk improvements • High-speed internet access • Grocery & other stores • Improved bus service • Banking & lending access • Property maintenance • Better schools • Parks & trails • Water & sewer improvements • Community centers • Homeless shelters • ADA & other improvements to existing facilities <p>Public Service & Resource Needs –those ranked “High Need” by majority of participants</p> <ul style="list-style-type: none"> • Health & mental health services • Childcare
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				<ul style="list-style-type: none"> • Housing counseling • Substance abuse & crime prevention • Youth services & programs • Fair housing activities • Transportation services • Domestic violence services • Legal services • Disability services • Child protective services • Senior services <p>Barriers to Fair Housing – those given by majority of participants</p> <ul style="list-style-type: none"> • Lack of affordable housing for individuals • Displacement due to rising costs • Lack of affordable housing for families • Lack of affordable senior housing • Discrimination by property owners & real estate agents • Section 8 refusal by property owners • Community opposition to affordable housing • Lack of neighborhood revitalization & investment • Discrimination by mortgage lenders
4	Focus Group: CAREE	Participants in CAREE programs	8	<p>Housing and Homeless Needs</p> <ul style="list-style-type: none"> • Homelessness & eviction prevention • Re-defining affordable housing with the understanding that AMI does not accurately reflect the financial situation of the average Greenville household • Affordable senior housing – many seniors cannot afford to stay but also can't afford to leave

				<ul style="list-style-type: none"> • Homeownership assistance • Ordinances to prevent cash buyer investors from artificially inflating housing prices • Transitional housing <p>Public Facilities and Infrastructure Needs</p> <ul style="list-style-type: none"> • Street lighting in South and West Greenville • Transit expansion <p>Public Service & Resource Needs</p> <ul style="list-style-type: none"> • Job training • Diverting some funding from recreational programming to housing • Rehab & repair programs that target homeowners and don't allow the recipients to use the funds to flip houses • Need for joint meetings between city, county, and school board systems <p>Barriers to Fair Housing</p> <ul style="list-style-type: none"> • Expensive deposits • Lack of understanding from elected officials on the issues impacting their constituents • Source of income discrimination – apartment complexes are being purchased by investors who stop accepting Section 8 • Many people did not complete the 2020 Census due to COVID, so results may be inaccurate
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5	Focus group: Bring American Home Now	Bring America Home Now program participants and staff	4	<p>Community Development Needs</p> <ul style="list-style-type: none"> • Paid on-the job training • Homelessness prevention- holistic services, including transportation, childcare, job training • Increase skills so residents can have living wages • Address infrastructure barriers like sidewalks and transportation to jobs • Addressing homelessness- eviction has increased and there is only one shelter. Homelessness prevention and shelter beds are needs • Youth programs- science centers, library programs <p>Housing Needs</p> <ul style="list-style-type: none"> • Need for caps on rent • Long term affordability • Issues with apartment application fees • Diversity of housing types and prices • There are issues with gentrification. Rent is facilitated through large property management companies rather than individual property owners. • Month to month leases do not provide security because rents could increase • Difficult to find a unit to use rental assistance, lack of resources to find housing
6	Public Comment Period	Non-targeted/ Broad community	TBD	TBD
7	Public hearing	Non-targeted/ broad community	TBD	TBD

III. NEEDS ASSESSMENT

NA-05 OVERVIEW

1. NEEDS ASSESSMENT OVERVIEW

To inform development of priorities and goals over the next five years, this section of the Consolidated Plan discusses housing, community development, and economic development needs in Greenville. It uses data from the U.S. Census, the 2013-2017 Five-Year American Community Survey (ACS), and a special tabulation of ACS data known as Comprehensive Housing Affordability Strategy (CHAS) data that estimates the number of households with one or more housing needs. Local data regarding homelessness and assisted housing is included. Finally, public input gathered through interviews, public meetings, and a community survey are coupled with data analysis to identify priority needs related to affordable housing, homelessness, assisted housing, community development and economic development in Greenville.

NA-10 HOUSING NEEDS ASSESSMENT: 24 CFR 91.205(A, B, C)

Summary of Housing Needs

According to the 2013-2017 Five-Year American Community Survey (ACS), Greenville is home to an estimated 90,347 residents living in 41,575 households. While the population grew by 18% since the 2005-2009 ACS estimate, the number of households grew by 22%, and the median income grew by 15% (see Table 5).

This section looks closely at housing needs in the city, and most particularly affordability, using HUD’s CHAS data. Because CHAS data requires additional tabulation of American Community Survey data, its availability typically lags that of the ACS. This section uses the most recent CHAS data available from HUD at the time of this writing, which is based on the 2013-2017 Five-Year ACS.

As of 2017, the median income in Greenville was estimated at \$41,575. Table 6 represents the income distribution by household size, including small families (2-4 members), large families (5 or more members), households with seniors, and households with young children. As shown, 18,085 households, or 43% of Greenville’s total households, have low or moderate incomes, meaning the household income falls under 80% of the HUD Adjusted Median Family Income (HAMFI). Out of all households in Greenville, 12,974 or 31% are small families. Small-family households also contain the highest proportion of low-moderate income households, with 4,954, or 38% of all 12,974 small-family households earning between 0%-80% HAMFI. Additionally, 1,435 or 8% of low-moderate income households contain at least one-person age 75 or older and 2,170 or 12% of low-moderate income households contain one or more children six years of age or older.

TABLE 5. HOUSING NEEDS ASSESSMENT DEMOGRAPHICS

Demographics	Base Year: 2009	Most Recent Year: 2017	% Change
Population	76,327	90,347	18%
Households	33,969	41,575	22%
Median Income	\$31,714.00	\$36,496.00	15%

Data Source: 2000 Census (Base Year), 2013-2017 ACS (Most Recent Year).

Number of Households Table

TABLE 6. TOTAL HOUSEHOLDS

	0% to 30% HAMFI	>30% to 50% HAMFI	>50% TO 80% HAMFI	>80% to 100% HAMFI	>100% HAMFI
TOTAL HOUSEHOLDS	7,450	5,055	5,580	3,275	15,230
Small Family Households	1,554	1,505	1,895	1,235	6,785
Large Family Households	415	85	109	130	839
Household Contains at Least One Person 62 to 74 Years of Age	564	439	780	440	2,694
Household Contains at Least One Person Aged 75 Or Older	435	380	620	295	1,065
Households with One or More Children Six Years Old or Younger	743	444	983	555	1,875
<i>Data Source: 2013-2017 CHAS.</i>					

Housing Needs Summary Tables

Table 7 through Table 12 identify housing needs by tenure based on CHAS data at a variety of HUD-defined income levels (primarily 30, 50, and 80% HAMFI) and for household types of a particular interest to planners and policy makers. HUD defines four housing problems:

1. **Cost Burdens:** A household has a cost burden if its monthly housing costs (including mortgage payments, property taxes, insurance, and utilities for owners and rent and utilities for renters) exceed 30% of monthly income.
2. **Overcrowding:** A household is overcrowded if there is more than 1 person per room, not including kitchens and bathrooms.
3. **Lack of complete kitchen facilities:** A housing unit lacks complete kitchen facilities if it lacks one or more of the following: cooking facilities, refrigerator, or a sink with piped water.
4. **Lack of complete plumbing facilities:** A housing unit lacks complete plumbing facilities if it lacks one or more of the following: hot and cold piped water, a flush toilet, or a bathtub or shower.

HUD also defines four **severe housing problems**, which include a severe cost burden (more than 50% of monthly household income is spent on housing costs), severe overcrowding (more than 1.5 people per room), lack of complete kitchen facilities, and lack of complete plumbing facilities. (Note: Lack of complete kitchens and plumbing are considered both housing problems and severe housing problems by HUD.)

Based on Table 7, 13,385 low-moderate income households that rent, those with incomes less than 80% of the AMI, experience at least one type of housing problem. Meanwhile, 1,681 low-moderate income households that own their home experience at least one type of housing problem.

HOUSING PROBLEMS (HOUSEHOLDS WITH ONE OF THE LISTED NEEDS)

TABLE 7. HOUSING PROBLEMS

	RENTER					OWNER				
	0% to 30% AMI	>30% to 50% AMI	>50% to 80% AMI	>80% to 100% AMI	Total	0% to 30% AMI	>30% to 50% AMI	>50% to 80% AMI	>80% to 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing (lacking complete plumbing or kitchen facilities)	85	65	80	0	230	20	0	0	0	20
Severely Overcrowded (with >1.51 people per room and complete kitchen and plumbing)	70	120	20	15	225	0	0	15	0	15
Overcrowded (with 1.01-1.5 people per room (and none of the above problems)	120	0	55	0	175	0	4	0	0	4
Housing Cost Burden Greater than 50% of Income (and none of the above problems)	5,085	2,065	695	45	7,890	419	290	210	95	1,014
Housing Cost Burden Greater than 30% of Income (and none of the above problems)	250	1,715	2,095	485	4,545	50	224	384	284	942
Zero / Negative Income (and none of the above problems)	865	0	0	0	865	65	0	0	0	65

Data Source: 2013-2017 CHAS.

HOUSING PROBLEMS 2 (HOUSEHOLDS WITH ONE OR MORE SEVERE HOUSING PROBLEMS: LACKS KITCHEN OR COMPLETE PLUMBING, SEVERE OVERCROWDING, SEVERE COST BURDEN)

TABLE 8. HOUSING PROBLEMS 2

	RENTER					OWNER				
	0% to 30% AMI	>30% to 50% AMI	>50% to 80% AMI	>80% to 100% AMI	Total	0% to 30% AMI	>30% to 50% AMI	>50% to 80% AMI	>80% to 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having One or More of Four Housing Problems	5,360	2,250	850	60	8,520	434	290	225	95	1,044
Having None of Four Housing Problems	600	2,160	3,680	2,205	8,645	125	365	820	910	2,220
Household Has Negative Income, but None of the Other Housing Problems	865	0	0	0	865	65	0	0	0	65

Data Source: 2013-2017 CHAS.

COST BURDEN >30%

TABLE 9. COST BURDEN >30%

	RENTER				OWNER			
	0% to 30% AMI	>30% to 50% AMI	>50% to 80% AMI	Total	0% to 30% AMI	>30% to 50% AMI	>50% to 80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,185	1,090	900	3,175	94	80	200	374
Large Related	330	45	14	389	20	0	4	24
Elderly	510	365	345	1,220	164	273	264	701
Other	3,489	2,450	1,595	7,534	190	165	121	476
TOTAL NEED BY INCOME	5,514	3,950	2,854	12,318	468	518	589	1,575
<i>Data Source: 2013-2017 CHAS.</i>								

COST BURDEN >50%

TABLE 10. COST BURDEN >50%

	RENTER				OWNER			
	0% to 30% AMI	>30% to 50% AMI	>50% to 80% AMI	Total	0% to 30% AMI	>30% to 50% AMI	>50% to 80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,085	660	155	1,900	94	10	90	194
Large Related	240	15	0	255	20	0	4	24
Elderly	430	150	85	665	114	165	39	318
Other	3,474	1,345	505	5,324	190	115	78	383
TOTAL NEED BY INCOME	5,229	2,170	745	8,144	418	290	211	919
<i>Data Source: 2013-2017 CHAS.</i>								

CROWDING (MORE THAN ONE PERSON PER ROOM)

TABLE 11. CROWDING INFORMATION (1/2)

	RENTER					OWNER				
	0% to 30% AMI	>30% to 50% AMI	>50% to 80% AMI	>80% to 100% AMI	Total	0% to 30% AMI	>30% to 50% AMI	>50% to 80% AMI	>80% to 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single Family Households	160	120	75	15	370	0	0	0	0	0
Multiple, Unrelated Family Households	15	0	0	0	15	0	4	0	0	4
Other, Non-Family Households	15	0	45	0	60	0	0	15	0	15
TOTAL NEED BY INCOME	190	120	120	15	445	0	4	15	0	19

Data Source: 2013-2017 CHAS.

TABLE 12. CROWDING INFORMATION (2/2)

	RENTER				OWNER			
	0% to 30% AMI	>30% to 50% AMI	>50% to 80% AMI	Total	0% to 30% AMI	>30% to 50% AMI	>50% to 80% AMI	Total
NUMBER OF HOUSEHOLDS								
Households with Children Present								

1. DESCRIBE THE NUMBER AND TYPE OF SINGLE PERSON HOUSEHOLDS IN NEED OF HOUSING ASSISTANCE.

Table 9 and Table 10 categorize estimates for non-elderly single person households as “other”. This category also includes multi-person households whose members are unrelated (e.g., roommates, unmarried persons, etc.). There are an estimated 7,534 single-person/“other” renter households with incomes below 80% HAMFI who spend more than 30% of their income on housing. They comprise about 54% of all 13,893 low-moderate income households that are experiencing a cost burden and paying more than 30% of their income on housing. Additionally, there are an estimated 5,324 single/“other” renter households with low-moderate incomes that are severely cost-burdened, spending more than 50% of their household income on housing. They account for over 59% of all 9,063 low-moderate incomes households that are spending over 50% of their income on housing, including both renters and homeowners.

2. ESTIMATE THE NUMBER AND TYPE OF FAMILIES IN NEED OF HOUSING ASSISTANCE WHO ARE DISABLED OR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT AND STALKING.

According to the 2019 5-Year American Community Survey, there are an estimated 5,328 people with a disability in Greenville, comprising about 10% of the population. About 26% of the disabled population is age 65 or older and 11% are under age 18. Assuming the pattern of low- to moderate-income households experiencing more than one housing problems applies, poverty status data could indicate if disabled populations have a greater risk of experiencing housing problems. The 2015-2019 ACS includes selected characteristics of people at specified levels of poverty in the past 12 months at the time the data was collected for 85,630 residents (94% of the total population). It estimates 11.5% of the disabled population fall below the poverty level.

Households with incomes below 30% HAMFI comprised 21% of all households in Greenville, (Table 6), and account for 61% of all households experiencing one or more housing problems, (Table 8). Therefore, a larger proportion of low-income residents would likely indicate increased susceptibility to housing problems for disabled persons. Additionally, people with disabilities often face greater difficulty finding appropriate

housing, given the scarcity of housing that is both affordable and accessible to people with disabilities.

Current CHAS data provides estimates of housing need by disability type for Greenville households with a member with a disability, outlined below:

HEARING OR VISION IMPAIRMENT

There are an estimated 3,175 low- or moderate-income households (80% HAMFI or below) with a housing need (cost burden, overcrowding, lack of complete kitchen or plumbing facilities) where a household member has a hearing or vision impairment. The majority (63%) are renters.

AMBULATORY LIMITATION

There are an estimated 4,775 low- or moderate-income households with one or more housing needs where a household member has an ambulatory limitation. Renters make up about 66%.

COGNITIVE LIMITATION

An estimated 3,620 low- or moderate-income households have one or more housing needs and a household member with cognitive limitation. About 77% of these are renters.

SELF-CARE OR INDEPENDENT LIVING LIMITATION

As estimated 3,495 low- or moderate-income households with one or more housing needs have a household member with a self-care or independent living limitation. About 64% are renters.

Of the four disability types discussed here, households in which someone has an ambulatory limitation are most common. Housing needs for people with ambulatory difficulties may include accessibility improvements such as ramps, widened hallways and doorways, and installation of grab bars, along with access to community services such as transit. Cognitive limitations are the second most common in Greenville. For some people with these limitations, housing in a group home or other supportive setting with services may be a desired option.

VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

There is no publicly available data to indicate the availability of shelter services for victims of domestic violence specifically for Greenville. Per the North Carolina Sex Offender and Public Protection Registry, (NC State Bureau of Investigation), there are 209 active listings for sex offenders in the city limits. The 2020 Annual Crime Index only included 2019 data for Greenville and there was a total of 3,298 crime offenses reported, 19 of which were rape. While there is no publicly available data to indicate the availability of shelter services for victims of domestic violence specifically for Greenville, the Center for Family Violence Prevention hosted 117 victims and children under their care at their Safe House.

3. WHAT ARE THE MOST COMMON HOUSING PROBLEMS?

According to Table 8, over 8,520 renter households and 1,044 homeowner households are experiencing one or more of the four housing problems identified by HUD. One of the most common housing problems in Greenville is housing cost burdens, particularly among households who are paying more than 50% of their income on housing. The leading housing problem includes a cost burden greater than 50% of income and none of the other housing problems, with 7,890 renter households and 1,014 homeowner households of all types experiencing this problem. The second most common housing problem also involves a cost burden greater than 30% of income. An estimated 4,545 renter households and 942 homeowner households of all types are experiencing this cost burden.

While not as many households experience the other housing problems, there are an estimated 225 renter households that are severely overcrowded, meanwhile only 15 homeowner households experience this problem. Out of these 225 renter households that are severely overcrowded, 93% are low-moderate income households. Additionally, 230 renter households experience substandard housing, lacking complete plumbing or kitchen facilities, meanwhile only 20 homeowner households experience this problem. The 20 homeowner households that have substandard housing have the lowest household income and only making between 0-30% of the HAMFI and all 230 of the renter households experiencing substandard housing make an income no greater than 80% of the HAMFI.

In addition to the housing needs identified in CHAS data, community input received for this project indicates that housing affordability and housing choice is an issue in Greenville. In public meetings, several participants noted the influx of real estate investors and developers acquiring and selling property at higher values that are unaffordable for the local low-moderate income residents, echoing what is indicated through CHAS data. Community members particularly noted that evictions and foreclosures are likely to rise as moratoria expire. Rental and utility assistance, as well as support for renters and homeowners needing emergency assistance to prevent losing their homes, were identified as needs.

4. ARE ANY POPULATIONS / HOUSEHOLD TYPES MORE AFFECTED THAN OTHERS BY THESE PROBLEMS?

Cost burdens and severe cost burdens affect more renters than homeowners by a wide margin. Low-moderate income renter households that are categorized as single/"other" appear to be the most affected for experiencing a cost burden and spending over 30% or 50% of their income on housing. Table 9 and 10 both display that single/"other" renter households that are low-moderate income, an estimate of 12,858, are experiencing a cost burden. This group alone accounts for 31% of all 41,575 households living in Greenville.

Taking a closer look at need by household type, the largest share of low- and moderate-income households with a cost burden of spending either more than 30% or 50% of income is comprised of renter households who have an income of 0-30% of the HAMFI, (Table 9 and Table 10). Table 8 further supports this by displaying that out of all renter households experiencing one or more of the four housing problems, 5,360 households, or 63%, are households making 0-30% of the HAMFI.

Additionally, 445 renter households are experiencing overcrowding, with more than one person per room, and single-family households contain the highest share of households experiencing this problem, with an estimate of 370 households, or 83% (Table 11). Of these 370 single-family, renter households, 43% are households earning between 0-30% of the HAMFI.

5. DESCRIBE THE CHARACTERISTICS AND NEEDS OF LOW-INCOME INDIVIDUALS AND FAMILIES WITH CHILDREN (ESPECIALLY EXTREMELY LOW-INCOME) WHO ARE CURRENTLY HOUSED BUT ARE AT IMMINENT RISK OF EITHER RESIDING IN SHELTERS OR BECOMING UNSHELTERED 91.205(C) / 91.305(C)). ALSO DISCUSS THE NEEDS OF FORMERLY HOMELESS FAMILIES AND INDIVIDUALS WHO ARE RECEIVING RAPID RE-HOUSING ASSISTANCE AND ARE NEARING THE TERMINATION OF THAT ASSISTANCE.

The 2015-2019 ACS data reports the poverty status for a total of 85,630 residents in Greenville, (93% of the total population in 2019). According to the data, 30% fall below the poverty line. About 74% of households with incomes under 30% AMI are cost burdened, spending more than 30% of their income on housing, not including childcare, medical or transportation costs (see Table 6 and Table 9). Low wages, rising rental costs, and the scarcity of safe, quality affordable housing for extremely low and very low-income households place vulnerable households at even greater risk for eviction or homelessness. Individuals and families at imminent risk of homelessness often face a myriad of barriers including prior histories of homelessness or eviction, chronic physical or mental disabilities, poor credit, criminal histories, and limited access to job skills training.

For formerly homeless families and individuals nearing the termination of assistance, top needs are for affordable permanent housing; increased and sustainable income; access to Social Security disability and other mainstream benefits; linkages to health, mental health, and legal services; access to affordable transportation and childcare; and ongoing supportive services.

6. IF A JURISDICTION PROVIDES ESTIMATES OF THE AT-RISK POPULATION(S), IT SHOULD ALSO INCLUDE A DESCRIPTION OF THE OPERATIONAL DEFINITION OF THE AT-RISK GROUP AND THE METHODOLOGY USED TO GENERATE THE ESTIMATES.

The City of Greenville does not prepare estimates of the number of households at-risk of homelessness. While estimates are not available, stakeholders note that the risk of homelessness has increased considerably during the pandemic and is likely to continue as eviction moratoria expire. Some assistance is available for renters through the Federal Emergency Rental Assistance Program, the Housing Opportunities and Prevention of

Evictions Program (HOPE) administered by the State of North Carolina, or Emergency Rent Assistance administered by Pitt County. In 2019, the U.S. Department of Education reported over 32,000 children under the age of 6 were experiencing homelessness in North Carolina alone. The pandemic and ongoing inflation across the U.S. will further exacerbate the financial crisis many families are facing, particularly those who were already low-moderate income households. In 2008, the Pitt County Board of Commissioners and the City of Greenville published a *10 Year Plan to End Chronic Homelessness*. The plan defined chronic homelessness as “an unaccompanied individual having a disability and living on the streets or a shelter for one year or having four episodes of homelessness in three years”.

7. SPECIFY PARTICULAR HOUSING CHARACTERISTICS THAT HAVE BEEN LINKED WITH INSTABILITY AND AN INCREASED RISK OF HOMELESSNESS.

The most fundamental risk factor for homelessness is poverty, leading to unaffordable rents or homeowner costs. Renters with incomes under 30% HAMFI and housing cost burdens over 50% are at risk of homelessness, especially if they experience a destabilizing event such as a job loss, reduction in work hours, or medical emergency/condition. Such factors may also put low-income homeowners at risk of foreclosure and subsequent homelessness. The COVID-19 pandemic and related economic impacts has likely put additional individuals and families at risk of homelessness due to job losses, reduction in hours, and medical expenses.

NA-15 DISPROPORTIONATELY GREATER NEED: HOUSING PROBLEMS: 91.205(B)(2)

1. ASSESS THE NEED OF ANY RACIAL OR ETHNIC GROUP THAT HAS DISPROPORTIONATELY GREATER NEED IN COMPARISON TO THE NEEDS OF THAT CATEGORY OF NEED AS A WHOLE.

Introduction

This section assesses the housing needs of racial and ethnic groups at various income levels in comparison to the needs at that income level as a whole. The purpose of this assessment is to identify if any racial or ethnic group has disproportionately greater needs than all other groups at this income level.

According to HUD, a disproportionately greater need exists when members of a racial or ethnic group at a given income level experience housing problems at a greater rate (10 percentage points or more) than the income level as a whole. Table 13 through Table 16 identify the number of households experiencing one or more of the four housing problems by race, ethnicity, and income level. The four housing problems include: (1) cost burdens (paying more than 30% of income for housing); (2) overcrowding (more than 1 person per room); (3) lacking complete kitchen facilities; and (4) lacking complete plumbing facilities.

0% TO 30% OF AREA MEDIAN INCOME

**TABLE 13. DISPROPORTIONALLY GREATER NEED
(0% TO 30% AMI)**

Housing Problems	Has One or More of Four Housing Problems	Has None of the Four Housing Problems	Household Has No / Negative Income, but None of the Other Housing Problems
Jurisdiction as a Whole	6,099	425	930
White	2,939	175	500
Black / African American	2,520	190	380
Asian	143	10	10

Housing Problems	Has One or More of Four Housing Problems	Has None of the Four Housing Problems	Household Has No / Negative Income, but None of the Other Housing Problems
American Indian, Alaska Native	8	0	0
Pacific Islander	0	0	0
Hispanic	375	45	10

Data Source: 2013-2017 CHAS.

NOTE: The four housing problems are: Lacks complete kitchen facilities; Lacks complete plumbing facilities; More than one person per room; Cost Burden greater than 30%.

30% TO 50% OF AREA MEDIAN INCOME

**TABLE 14. DISPROPORTIONALLY GREATER NEED
(30% TO 50% AMI)**

Housing Problems	Has One or More of Four Housing Problems	Has None of the Four Housing Problems	Household Has No / Negative Income, but None of the Other Housing Problems
Jurisdiction as a Whole	4,485	580	0
White	1,965	175	0
Black / African American	2,145	390	0
Asian	85	0	0
American Indian, Alaska Native	4	0	0
Pacific Islander	20	0	0
Hispanic	180	0	0

Data Source: 2013-2017 CHAS.

NOTE: The four housing problems are: Lacks complete kitchen facilities; Lacks complete plumbing facilities; More than one person per room; Cost Burden greater than 30%.

50% TO 80% OF AREA MEDIAN INCOME

**TABLE 15. DISPROPORTIONALLY GREATER NEED
(50% TO 80 AMI)**

Housing Problems	Has One or More of Four Housing Problems	Has None of the Four Housing Problems	Household Has No / Negative Income, but None of the Other Housing Problems
Jurisdiction as a Whole	3,555	2,020	0
White	1,864	710	0
Black / African American	1,314	1,199	0
Asian	125	4	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	79	90	0

Data Source: 2013-2017 CHAS.

NOTE: The four housing problems are: Lacks complete kitchen facilities; Lacks complete plumbing facilities; More than one person per room; Cost Burden greater than 30%.

80% TO 100% OF AREA MEDIAN INCOME

**TABLE 16. DISPROPORTIONALLY GREATER NEED
(80% TO 100% AMI)**

Housing Problems	Has One or More of Four Housing Problems	Has None of the Four Housing Problems	Household Has No / Negative Income, but None of the Other Housing Problems
Jurisdiction as a Whole	929	2,345	0
White	460	890	0
Black / African American	409	1,260	0
Asian	15	50	0
American Indian, Alaska Native	25	0	0
Pacific Islander	0	0	0
Hispanic	20	95	0

Data Source: 2013-2017 CHAS.

NOTE: The four housing problems are: Lacks complete kitchen facilities; Lacks complete plumbing facilities; More than one person per room; Cost Burden greater than 30%.

Discussion

At extremely low incomes (under 30% HAMFI), about 82% of households have a housing problem. Comparing the individual share per racial group, 81% of the white households with extremely low incomes have a housing problem. Among the extremely low-income Black households, 81.5% are experiencing a housing problem. However, for extremely low-income Asian households, 88% are experiencing a housing problem and 87% of extremely low-income Hispanic households experiencing a housing problem, meaning these two groups are disproportionately affected.

At low incomes (30 to 50% HAMFI), housing problems impact 89% of households. Comparing the individual share per racial group, 92% of low-income White households have a housing problem, (Table 14). Among low-income Black households, 85% have a housing problem. However, 100% of the Asian, American Indian/Alaska Native, Pacific Islander, and Hispanic households that are low-income have a housing problem, meaning these groups are disproportionately affected compared to White and Black low-income households.

At moderate incomes, (50% to 80% HAMFI), housing problems impact about 64% of households. Comparing the individual share per racial group, 72% of moderate-income White households have a housing problem, (Table 15). Among low-income Black households, 52% have a housing problem. However, there is only a small population of Asian and Hispanic households that are represented within the 50% to 80% of HAMFI. For moderate-income Asian households, 97% have a housing problem and for moderate-income Hispanic households, 47% have a housing problem. Based on this data, moderate-income Asian households are disproportionately affected by housing problems compared to other moderate-income households in Greenville.

At middle incomes (80% to 100% HAMFI), housing problems are less common and impact 28% of households, (Table 16). There are only 25 American Indian/Alaska Native households represented in this income group and 100% of these households have a housing problem and are disproportionately affected compared to other households.

Overall, disproportionate housing needs in Greenville are most often found in segments with very small population numbers, including American Indian/Alaska Native and Asian

households. Because CHAS estimates rely on sample data, they are less reliable for groups with small population counts, making it difficult to draw strong conclusions from these figures. They do, however, indicate a need to ensure that affordable housing efforts are affirmatively marketed to people of all races and ethnicities in Greenville, including those comprising only small shares of the city's population.

NA-20 DISPROPORTIONATELY GREATER NEED: SEVERE HOUSING PROBLEMS: 91.205(B)(2)

1. ASSESS THE NEED OF ANY RACIAL OR ETHNIC GROUP THAT HAS DISPROPORTIONATELY GREATER NEED IN COMPARISON TO THE NEEDS OF THAT CATEGORY OF NEED AS A WHOLE.

Introduction

This section assesses the severe housing needs of racial and ethnic groups at various income levels in comparison to the needs at that income level as a whole. The purpose of this assessment is to identify if any racial or ethnic group has disproportionately greater severe needs than all other groups at this income level.

Like the preceding analysis, this section uses HUD’s definition of disproportionately greater need, which occurs when members of a racial or ethnic group at a given income level experience severe housing problems at a greater rate (10 percentage points or more) than the income level overall. Table 17 through Table 20 identify the number of households experiencing one or more of the four severe housing problems by race, ethnicity, and income level. The four severe housing problems include: (1) severe cost burdens (paying more than 50% of income for housing); (2) severe overcrowding (more than 1.5 persons per room); (3) lacking complete kitchen facilities; and (4) lacking complete plumbing facilities.

0% TO 30% OF AREA MEDIAN INCOME

**TABLE 17. SEVERE HOUSING PROBLEMS
(0% TO 30% AMI)**

Housing Problems	Has One or More of Four Housing Problems	Has None of the Four Housing Problems	Household Has No / Negative Income, but None of the Other Housing Problems
Jurisdiction as a Whole	5,794	725	930
White	2,904	205	500
Black / African American	2,270	440	380
Asian	143	10	10

Housing Problems	Has One or More of Four Housing Problems	Has None of the Four Housing Problems	Household Has No / Negative Income, but None of the Other Housing Problems
American Indian, Alaska Native	8	4	0
Pacific Islander	0	0	0
Hispanic	360	60	10

Data Source: 2013-2017 CHAS.

NOTE: The four housing problems are: Lacks complete kitchen facilities; Lacks complete plumbing facilities; More than 1.5 persons per room; Cost Burden greater than 50%.

30% TO 50% OF AREA MEDIAN INCOME

**TABLE 18. SEVERE HOUSING PROBLEMS
(30% TO 50% AMI)**

Housing Problems	Has One or More of Four Housing Problems	Has None of the Four Housing Problems	Household Has No / Negative Income, but None of the Other Housing Problems
Jurisdiction as a Whole	2,540	2,525	0
White	1,190	945	0
Black / African American	1,050	1,480	0
Asian	80	10	0
American Indian, Alaska Native	0	4	0
Pacific Islander	20	0	0
Hispanic	140	35	0

Data Source: 2013-2017 CHAS.

NOTE: The four housing problems are: Lacks complete kitchen facilities; Lacks complete plumbing facilities; More than 1.5 persons per room; Cost Burden greater than 50%.

50% TO 80% OF AREA MEDIAN INCOME

**TABLE 19. SEVERE HOUSING PROBLEMS
(50% TO 80% AMI)**

Housing Problems	Has One or More of Four Housing Problems	Has None of the Four Housing Problems	Household Has No / Negative Income, but None of the Other Housing Problems
Jurisdiction as a Whole	1,075	4,500	0
White	569	2,010	0
Black / African American	394	2,120	0
Asian	64	60	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	35	130	0

Data Source: 2013-2017 CHAS.

NOTE: The four housing problems are: Lacks complete kitchen facilities; Lacks complete plumbing facilities; More than 1.5 persons per room; Cost Burden greater than 50%.

80% TO 100% OF AREA MEDIAN INCOME

**TABLE 20. SEVERE HOUSING PROBLEMS
(80% TO 100% AMI)**

Housing Problems	Has One or More of Four Housing Problems	Has None of the Four Housing Problems	Household Has No / Negative Income, but None of the Other Housing Problems
Jurisdiction as a Whole	155	3,115	0
White	65	1,280	0
Black / African American	90	1,575	0
Asian	0	65	0
American Indian, Alaska Native	0	25	0
Pacific Islander	0	0	0
Hispanic	0	115	0

Data Source: 2013-2017 CHAS.

NOTE: The four housing problems are: Lacks complete kitchen facilities; Lacks complete plumbing facilities; More than 1.5 persons per room; Cost Burden greater than 50%.

Discussion

At extremely low incomes (under 30% HAMFI), 78% of households have a severe housing problem in Greenville, (Table 17). Taking a closer look at each racial group's share of households that have a severe housing problem, Asian households are disproportionately affected with a rate of 88%. Closely behind, 84% of Hispanic households that have extremely low income have a severe housing problem. Extremely low-income White households also have a high share of households with a severe housing problem with a rate of 81%. In comparison, 73% of Black/African American extremely low-income households and 67% of American Indian/Alaska Native households have a severe housing problem.

At low incomes (30% to 50% HAMFI), 50% of households have a severe housing problem, (Table 18). Pacific Islander households have the highest share of low-income households with a severe housing problem, with 100% of their 20 households represented in the data. Asian households are also disproportionately affected and have a rate of 89% of households with a severe housing problem. Additionally, 80% of low-income Hispanic households have a severe housing problem, meanwhile only 56% of White households and 42% of Black households have a severe housing problem.

At moderate incomes (50% to 80% HAMFI), 19% of households have a severe housing problem, (Table 19). While the rate of households with a severe housing problem for this income group are fewer, Asian households are disproportionately affected with severe housing needs with a rate of 52%. The other racial groups have lower rates that vary between 15-22%.

At middle income levels (80% to 100%) HAMFI), only 5% of households have a severe housing problem, (Table 20). Only White and Black/African American households display having one or more of the severe housing problems. With a rate of 5.4%, Black/African American households have a slightly greater rate of households with a severe housing problem compared to 4.8% of middle-income White households. Compared to the other income levels, these rates are relatively small compared to other populations of households experiencing severe housing problems.

NA-25 DISPROPORTIONATELY GREATER NEED: HOUSING COST BURDENS: 91.205(B)(2)

1. ASSESS THE NEED OF ANY RACIAL OR ETHNIC GROUP THAT HAS DISPROPORTIONATELY GREATER NEED IN COMPARISON TO THE NEEDS OF THAT CATEGORY OF NEED AS A WHOLE.

Introduction

This section looks at levels of need by race and ethnicity to identify groups that are disproportionately likely to have housing needs compared to the city overall. While the preceding sections assessed all housing and severe housing problems, Table 21 focuses only on what share of their income households spend on housing. Data is broken down into groups spending less than 30% of income on housing costs, those paying between 30 and 50% (i.e., with a cost burden) and those paying over 50% (i.e., with a severe cost burden). The final column, "no/negative income," identifies households without an income, for whom housing as a share of income was not calculated. Although several groups have households with no computed income, the share of these households does not exceed 5% for any racial or ethnic group.

HOUSING COST BURDEN

TABLE 21. GREATER NEED: HOUSING COST BURDENS AMI

Housing Cost Burden	< = 30%	30% to 50%	>50%	No / Negative Income (not computed)
Jurisdiction as a Whole	19,919	6,379	9,304	995
White	11,435	3,055	4,699	565
Black / African American	6,840	2,825	3,649	380
Asian	540	95	288	10
American Indian, Alaska Native	20	33	8	0
Pacific Islander	0	0	20	0
Hispanic	730	184	480	10

Data Source: 2013-2017 CHAS.

Discussion

As Table 21 shows, 48% of all households in Greenville spend less than 30% of their income on housing costs. Approximately 15% are spending more than 30% of their income on housing and 22% are severely cost-burdened and spending over 50% of income on housing. Note that the group with a severe cost burden is a subset of the group with a cost burden. Asian and White households have a higher share of households spending under 30% of their income on housing, both with a rate of 58%. For households spending between 30% to 50% of their income on housing, 54% of American Indian/Alaska Native households have a disproportionate cost burden while other racial groups have rates that range between 11-21%.

Most importantly, 100% of the 20 Pacific Islander households in Greenville have a severe cost burden and spend over 50% of their income on housing. Additionally, 34% of Hispanic households are spending over 50% of income on housing. While these two racial groups did not have a higher share of households in the previous brackets, they had a higher share of households represented as severely cost-burdened and are therefore the two most disproportionately affected by this housing problem. Particularly, Pacific Islander households are spending well above the City's rate of 25% of households that are severely cost-burdened.

NA-30 DISPROPORTIONATELY GREATER NEED: DISCUSSION:

91.205(B)(2)

1. ARE THERE ANY INCOME CATEGORIES IN WHICH A RACIAL OR ETHNIC GROUP HAS DISPROPORTIONATELY GREATER NEED THAN THE NEEDS OF THAT INCOME CATEGORY AS A WHOLE?

Table 13 through Table 21 identify several instances of disproportionately greater need, which are summarized below:

- The City of Greenville is comprised of a majority of Black and White households and therefore these two groups have more households with housing problems. However, while Asian households make up a small share of the overall households in the City, 88% of extremely-low -income Asian households have a housing problem.
- Low-income American Indian/Alaska Native, Pacific Islander, and Hispanic households also have disproportionate housing needs with 100% of their low-income households experiencing a housing problem.
- Asian households are disproportionately affected by housing needs with 88% of their extremely low-income households having a severe housing problem.
- Pacific-Islanders households have one of the smallest shares of the overall household population in Greenville but 100% of their households are spending over 50% of their income on housing. Thus, this population has the largest share of households that are severely cost burdened. Meanwhile, only 21% of Greenville's overall household population is spending over 50% of their income on housing.

2. IF THEY HAVE NEEDS NOT IDENTIFIED ABOVE, WHAT ARE THOSE NEEDS?

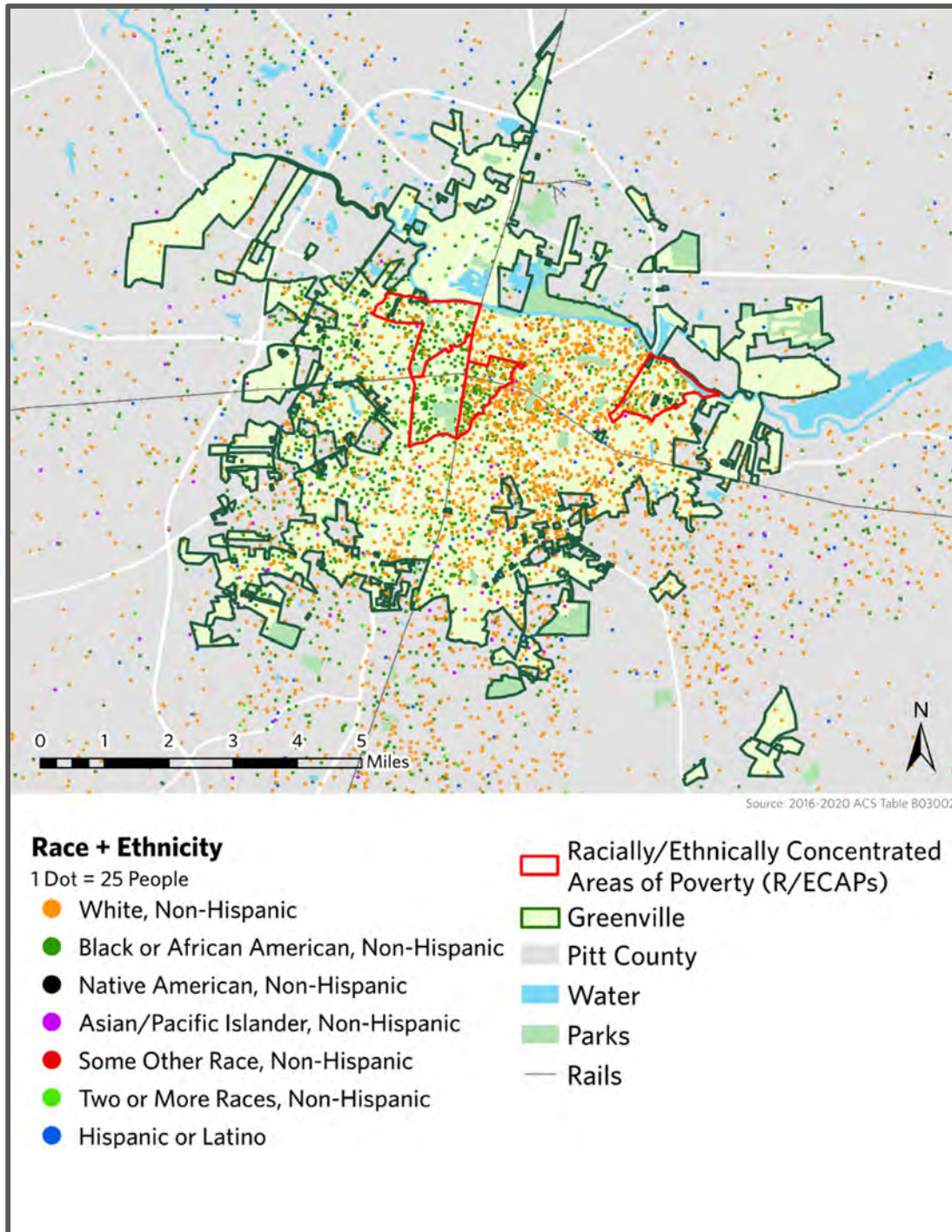
Housing quality and affordability were critical focuses identified by stakeholders that provided input for this research. Other housing needs identified include blight reduction, housing rehabilitation, senior housing, assistance for homeowners to make repairs, and homelessness prevention. The Assessment of Fair Housing (AFH) completed in conjunction with this Consolidated Plan also indicated several fair housing concerns, including not enough affordable housing for families, individuals, and seniors;

neighborhoods that need revitalization and new investment; discrimination by landlords or rental agents; and displacement of residents due to rising housing costs.

3. ARE ANY OF THOSE RACIAL OR ETHNIC GROUPS LOCATED IN SPECIFIC AREAS OR NEIGHBORHOODS IN YOUR COMMUNITY?

Figure 3 shows geographic patterns by race and ethnicity in Greenville. According to 2016-2020 American Community Survey 5-Year Estimates, the two most populous racial/ethnic groups in Greenville are White residents (50.9%) and Black residents (39.0%). Together, these two populations make up approximately 90% of the city's total population. Though Black residents are dispersed throughout the city, they heavily populate the central urban core and west Greenville, in neighborhoods such as Greenville Heights and areas near East Carolina University. Notably, Black residents comprise the primary racial group in all of Greenville's racially and ethnically concentrated areas of poverty (R/ECAPs). Dissimilarity Index values discussed in the Assessment of Fair Housing also indicate that Black residents experience higher levels of residential segregation than other racial or ethnic groups in the area.

FIGURE 3: POPULATION BY RACE AND ETHNICITY, CITY OF GREENVILLE, 2016-2020



NA-35 PUBLIC HOUSING: 91.205(B)

Introduction

The Housing Authority of the City of Greenville provides publicly supported housing options for low-income residents living in Greenville. According to HUD’s 2021 A Picture of Subsidized Housing data, the housing authority provides 714 public housing units, 821 tenant-based housing choice vouchers, and 451 project based section 8 units for a total of 2,031 total units. Additional APSH data indicate that 180 public housing households and 194 tenant-based voucher households have an elderly person (over 62 years old), while 159 public housing households and 187 tenant-based voucher households have a household member with at least one disability. Examining publicly supported households by race and ethnicity, Black households make up 96% of all public housing and 94% of all vouchers, while White households make up 14% of public housing and 30% of all vouchers.

TOTALS IN USE

TABLE 22. PUBLIC HOUSING BY PROGRAM TYPE

	PROGRAM TYPE								
	Certificate	Mod – Rehab	Public Housing	VOUCHERS					
				Total	Project-Based	Tenant-Based	SPECIAL PURPOSE VOUCHER		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled*
# of Units Vouchers In Use	0	0	692	1,180	434	746	63	0	33

PROGRAM TYPE									
	Certificate	Mod – Rehab	Public Housing	VOUCHERS					
				Total	Project-Based	Tenant-Based	SPECIAL PURPOSE VOUCHER		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled*

Data Source: 2021 AP SH and 2022 HCV Dashboard

*Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition.

CHARACTERISTICS OF RESIDENTS

TABLE 23. CHARACTERISTICS OF PUBLIC HOUSING RESIDENTS BY PROGRAM TYPE

PROGRAM TYPE									
	Certificate	Mod – Rehab	Public Housing	VOUCHERS					
				Total	Project-Based	Tenant-Based	SPECIAL PURPOSE VOUCHER		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled*
Average Annual Income	0	0	\$11,705	\$12,279		\$12,279	\$7,465	0	
Average Length of Stay	0	0	5	6	3	6	0	0	
Average Household Size	0	0	3	2	1	2	1	0	
# Homeless at Admission	0	0	0	0	0	0	0	0	
# of Elderly Program Participants (>62)	0	0	180	502	308	194	0	0	

PROGRAM TYPE									
	Certificate	Mod – Rehab	Public Housing	VOUCHERS					
				Total	Project-Based	Tenant-Based	SPECIAL PURPOSE VOUCHER		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled*
# of Disabled Families	0	0	159	239	52	187	45	0	
# of Families Requesting Accessibility Features	0	0	714	753	20	703	21	0	
# of HIV / AIDS Program Participants	0	0	0	0	0	28	0	0	
# of DV Victims	0	0	0	0	0	0	0	0	

Data Source: 2021 APSH and 2022 HCV Dashboard

NOTE: Blank cells indicate data is not available

RACE OF RESIDENTS

TABLE 24. RACE OF PUBLIC HOUSING RESIDENTS BY PROGRAM TYPE

	PROGRAM TYPE								
	Certificate	Mod – Rehab	Public Housing	VOUCHERS					
				Total	Project-Based	Tenant-Based	SPECIAL PURPOSE VOUCHER		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled*
White	0	0	14	139	109	30		0	11
Black / African American	0	0	664	1,013	312	701		0	28
Asian	0	0	0	0	0	0	0	0	0
American Indian / Alaska Native	0	0	0	4	4	0	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0

Data Source: 2021 APSH and 2022 HCV Dashboard

*Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition.

ETHNICITY OF RESIDENTS

TABLE 25. ETHNICITY OF PUBLIC HOUSING RESIDENTS BY PROGRAM TYPE

	PROGRAM TYPE								
	Certificate	Mod – Rehab	Public Housing	VOUCHERS					
				Total	Project-Based	Tenant-Based	SPECIAL PURPOSE VOUCHER		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled*
Hispanic	0	0	7	16	9	7	0	0	0
Not Hispanic	0	0	707	752	70	682	45	0	157

Data Source: PIC (PIH Information Center).

*Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition.

1. SECTION 504 NEEDS ASSESSMENT

Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

According to HUD's 2021 A Picture of Subsidized Housing data, there are approximately 23% public housing households and 25% HCV households that have a person with a disability living in the household. Based on 2019 research conducted by the Joint Center for Housing Studies of Harvard University, needs for accessible units most often include entrance requirements (ground floor entry or wider entryways) and bathroom accommodations. Though data is not available regarding applicants on waiting lists for accessible units, based on HACG's 2018-2021 Performance Report, there were 3,034 applicants on the waiting list for public housing at the time, with 78% of these applicants requesting 1- or 2-bedroom units.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders:

Our Consolidated Plan community engagement efforts revealed that public housing residents and HCV holders are in immediate need of safe, affordable housing in good condition. For HCV holders, finding property owners that accept tenants on voucher assistance is a common challenge. Feedback solicited from stakeholders for the City of Greenville's 2022 HOME-ARP Allocation Plan also reveals that residents receiving housing assistance need supportive services that include mental health services, food, legal services, childcare, and healthcare. General opportunities to attain a level of financial stability and professional skills, as well as resources in areas such as job training and employment assistance are also needed.

How do these needs compare to the housing needs of the population at large?

The needs of public housing residents and voucher holders are different from those of the city's overall low- and moderate-income population primarily in that these residents are stably housed in housing they can afford. With this need met, residents can work on other needs that low- to moderate-income families typically face in addition to housing insecurity.

NA-40 HOMELESS NEEDS ASSESSMENT: 91.205(C)

Introduction

This section discusses the size and characteristics of the population experiencing homelessness in Greenville. The City of Greenville is under the North Carolina Balance of State Continuum of Care. Each year, the Continuum of Care directs a Point-in-Time (PIT) count of people experiencing homelessness throughout the region on one night in January; however, this count is conducted for all of Pitt County and is not exclusive to Greenville city limits.

- 1. IF DATA IS NOT AVAILABLE FOR THE CATEGORIES "NUMBER OF PERSONS BECOMING AND EXITING HOMELESSNESS EACH YEAR," AND "NUMBER OF DAYS THAT PERSON'S EXPERIENCE HOMELESSNESS," DESCRIBE THESE CATEGORIES FOR EACH HOMELESS POPULATION TYPE (INCLUDING CHRONICALLY HOMELESS INDIVIDUALS AND FAMILIES, FAMILIES WITH CHILDREN, VETERANS AND THEIR FAMILIES, AND UNACCOMPANIED YOUTH).**

The table below shares results of the PIT count for Pitt County in 2022, which identified a total of 69 unhoused individuals in 60 households. The Point in Time Count conducted by the North Carolina Balance of State Continuum of Care covers the following categories:

- Families with children experiencing homelessness,
- Adults without children experiencing homelessness,
- Children without guardians experiencing homelessness, and
- Total sheltered/unsheltered populations.

The breakdown of these categories is depicted in the table below.

Nature and Extent of Homelessness (Optional)

	Individuals	Households	Children under 17	Adults 18-24	Adults 25+
Families with children:	12	4	8	0	4
Adults without children:	57	56	0	3	54
Children without guardians:	0	0	0	0	0
Total sheltered:	44	N/A	N/A	N/A	N/A
Total unsheltered:	25	N/A	N/A	N/A	N/A

2. ESTIMATE THE NUMBER AND TYPE OF FAMILIES IN NEED OF HOUSING ASSISTANCE FOR FAMILIES WITH CHILDREN AND THE FAMILIES OF VETERANS.

The 2022 Pitt County PIT count discovered four households with children, each comprised of two children under 17 and one adult over age 25. Data was not available on whether these households were sheltered or unsheltered.

3. DESCRIBE THE NATURE AND EXTENT OF HOMELESSNESS BY RACIAL AND ETHNIC GROUP.

Data is unavailable for homelessness by racial and ethnic group in Pitt County.

4. DESCRIBE THE NATURE AND EXTENT OF UNSHELTERED AND SHELTERED HOMELESSNESS.

The 2022 Pitt County PIT count found that 44 homeless individuals were sheltered, while 25 were unsheltered. Community Crossroads Center, the night shelter serving the area, lists a maximum capacity of 98. This indicates the following possibilities:

- The center is not accessible to all homeless individuals in the county due to lack of transit;
- The center is not accessible to all homeless individuals in the county due to screening processes or other policies; or
- The center is also used by homeless individuals not counted within the 2022 Pitt County PIT count.

NA-45 NON-HOMELESS SPECIAL NEEDS ASSESSMENT: 91.205(B, D)

Introduction

This section discusses the characteristics and needs of people in various subpopulation in Greenville who may require supportive services, including people with HIV/AIDS, seniors, people with disabilities (mental, physical, or developmental), people with alcohol or drug addiction, and survivors of domestic violence.

1. DESCRIBE THE CHARACTERISTICS OF SPECIAL NEEDS POPULATIONS IN YOUR COMMUNITY.

ELDERLY AND FRAIL ELDERLY

According to 2016-2020 American Community Survey estimates, about 10.3% of Greenville's population is elderly (age 65 and over) and about 3.9% of the population is considered frail elderly (age 75 and over). About 35.9% of individuals aged 65 and over and 44.9% of individuals aged 75 and over have one or more disabilities (from ACS tables S0101 and S1810).

PEOPLE WITH DISABILITIES

Greenville is home to an estimated 10,502 residents with disabilities, representing approximately 11.4% of the population. In the broader geography of Pitt County, approximately 14.2% of all residents have disabilities. This discrepancy, along with the unusually low percentage of residents aged 18 to 34 with disabilities in Greenville, is likely explained by the fact that Eastern Carolina University students account for roughly 28,000, or nearly one third, of Greenville's total residents.

PEOPLE WITH HIV/AIDS AND THEIR FAMILIES

According to AIDSVu, an interactive mapping tool from Emory University's Rollins School of Public Health, an estimated 431 out of every 100,000 people in Pitt County were living with HIV as of 2020. Additionally, 13.5 out of 100,000 people are newly diagnosed with HIV every year.

PERSONS WITH ALCOHOL OR DRUG ADDICTION

The region of North Carolina including Greenville had an estimated 4.7% rate of alcohol use disorder in the past year for individuals ages 12 and older, according to 2016-2018

data from the U.S. Substance Abuse & Mental Health Data Archive (SAMHDA). In the past year, about 1.7% of the region’s population is estimated to have used cocaine and 0.4% to have used heroin, per the 2016-2018 data.

SURVIVORS OF DOMESTIC VIOLENCE

The National Coalition Against Domestic Violence estimates that about 44% of women and 19% of men in North Carolina have experienced any contact sexual violence, physical violence, or stalking by an intimate partner in their lifetimes, according to its 2019 report¹. Applying these figures to the Greenville population results in an estimate that about 21,400 women and 7,618 men in Greenville have experienced any intimate partner violence in their lifetimes.

2. WHAT ARE THE HOUSING AND SUPPORTIVE SERVICE NEEDS OF THESE POPULATIONS AND HOW ARE THESE NEEDS DETERMINED?

The primary housing and supportive service needs of these subpopulations (the elderly, persons with disabilities, persons with HIV/AIDS and their families, persons with alcohol or drug addiction, survivors of domestic violence, and reentry populations) were determined by input from housing and service providers and the public through public meetings and stakeholder interviews, as well as through a review of research on housing and service needs of specific populations.

HOUSING THAT IS AFFORDABLE, ACCESSIBLE, SAFE, AND LOW-BARRIER

Residents with special needs often live at or below the federal poverty level. High housing costs make it difficult for these populations to afford housing. Low incomes force many residents to live in congregate care, have roommates, or live with family. HUD’s fair market rent documentation for FY 2023 estimates fair market rent for a two-bedroom unit in Pitt County at \$1,015 per month, and for a three-bedroom unit at \$1,379 per month; however, many participants in the community feedback process expressed that they do not believe fair market rent numbers accurately depict the financial situation of the average Greenville resident.

¹ https://assets.speakcdn.com/assets/2497/north_carolina_2019.pdf

There is a need to increase the availability of affordable housing for populations with special needs. This could include options such as smaller housing units; multifamily ‘missing middle’ housing, including duplexes, triplexes, quadraplexes, and other small multifamily units; accessory dwelling units; cohousing with shared services; and other housing types that support increased levels of affordability.

Housing may be inaccessible to populations with special needs for a variety of reasons. Persons with disabilities may find that their housing options are not ADA compliant or are outside the service range for public transportation. People living with HIV/AIDS, immigrants and refugees, people with criminal histories, and other populations with special needs are often discriminated against in housing application processes. Community members noted that housing accessible to people exiting incarceration or having criminal histories is especially lacking in Greenville. People living with HIV/AIDS have a particular need for low-barrier housing that is free from requirements surrounding drug testing, sobriety, criminal background, and medical appointments. For these reasons, there is a need to ensure that accessible, low-barrier housing is available and to take actions to reduce discrimination, such as providing fair housing services.

The elderly, people with disabilities, and others who may not have access to vehicles often need housing that is accessible to transportation, recreation, and employment. These populations need housing options that are integrated into the community to provide access to needed services and to reduce social isolation. Like other populations with special needs, people living with HIV/AIDS also need housing that provides easy access to health services, resources, and employment.

Housing that is safe and clean is another need for people with special needs. Units that are not clean or have other unhealthy conditions can worsen health issues for people who are already vulnerable.

TRANSPORTATION

Access to transportation is an important concern for people with special needs. People with disabilities and others who may not have access to vehicles need housing close to transportation services to access employment, health services, and recreation opportunities. Persons with HIV/AIDS need housing nearby transportation services to access health services and other resources. If transit is not within walking distance,

special needs populations require accessible, reliable transportation services to provide access to everyday needs. Stakeholder noted a need for improved transit reliability and better facilities at transit stops (i.e., benches or bus shelters). Some participants also identified transportation assistance in proximity to medical care as a concern for Greenville residents.

SPECIALIZED HOUSING AND SERVICES

Specialized housing addresses the needs of specific populations. People with physical, intellectual, or developmental disabilities; people living with HIV/AIDS; and people with alcohol or drug addiction have specific housing needs that may be addressed through housing with wraparound services, such as case management, life skills programming, and health services. The Housing First model emphasizes that supportive services should not be required for people to access housing. Case management was a key need identified by stakeholders related to reducing or preventing homelessness for many subpopulations. 77% of community members surveyed in Greenville noted that there is a high level of need for housing with greater ADA accessibility.

WORKFORCE DEVELOPMENT AND EMPLOYMENT SERVICES

Special needs populations may also need workforce development and employment services. These programs may include employment navigation, job training, education, transportation services, and case management focused on employment, among others.

PHYSICAL AND MENTAL HEALTHCARE ACCESS

Access to healthcare is a need for special needs populations, as they are more likely to experience barriers such as economic disadvantage; medical issues and disability; language and literacy age; and cultural, geographic, or social isolation. To increase access to healthcare, it is important for local governments and stakeholders to take steps to define, locate, and reach at-risk populations. During the community feedback process, some residents of Greenville noted that proximity to healthcare facilities is a restrictive factor in where some families choose to live.

EDUCATION AND COMBATING STIGMAS

Combating stigmas is an important concern for people with special needs. For adults with criminal histories and people living with HIV/AIDS, discrimination may make

accessing adequate housing difficult. Further, a lack of understanding regarding the transmission of HIV may cause people to lose housing or employment, thus increasing the risk of homelessness.

OUTREACH

Outreach to special needs populations to ensure they are aware of available services is another need. Clarity in marketing and in public buildings about what services are available is important in supporting awareness of available services among vulnerable populations. Outreach also includes the development of relationships and trust so that people feel comfortable seeking out needed services.

3. DISCUSS THE SIZE AND CHARACTERISTICS OF THE POPULATION WITH HIV / AIDS AND THEIR FAMILIES WITHIN THE ELIGIBLE METROPOLITAN STATISTICAL AREA.

Due to low population density Greenville and surrounding areas are not a member of a Metropolitan Statistical Area, but rather of a Combined Statistical Area. Because of this, it may be more useful to look at county level data. According to AIDSvu, an interactive mapping tool from Emory University's Rollins School of Public Health, an estimated 431 out of every 100,000 people in Pitt County were living with HIV as of 2020 and 13.5 out of 100,000 people are newly diagnosed with HIV every year. This equates to 0.4% of the population, resulting in an estimate that roughly 740 people in Pitt County and 382 people in the city of Greenville may be living with HIV and therefore require special healthcare and housing considerations.

NA-50 NON-HOUSING COMMUNITY DEVELOPMENT NEEDS: 91.215(F)

Describe the jurisdiction's need for Public Facilities.

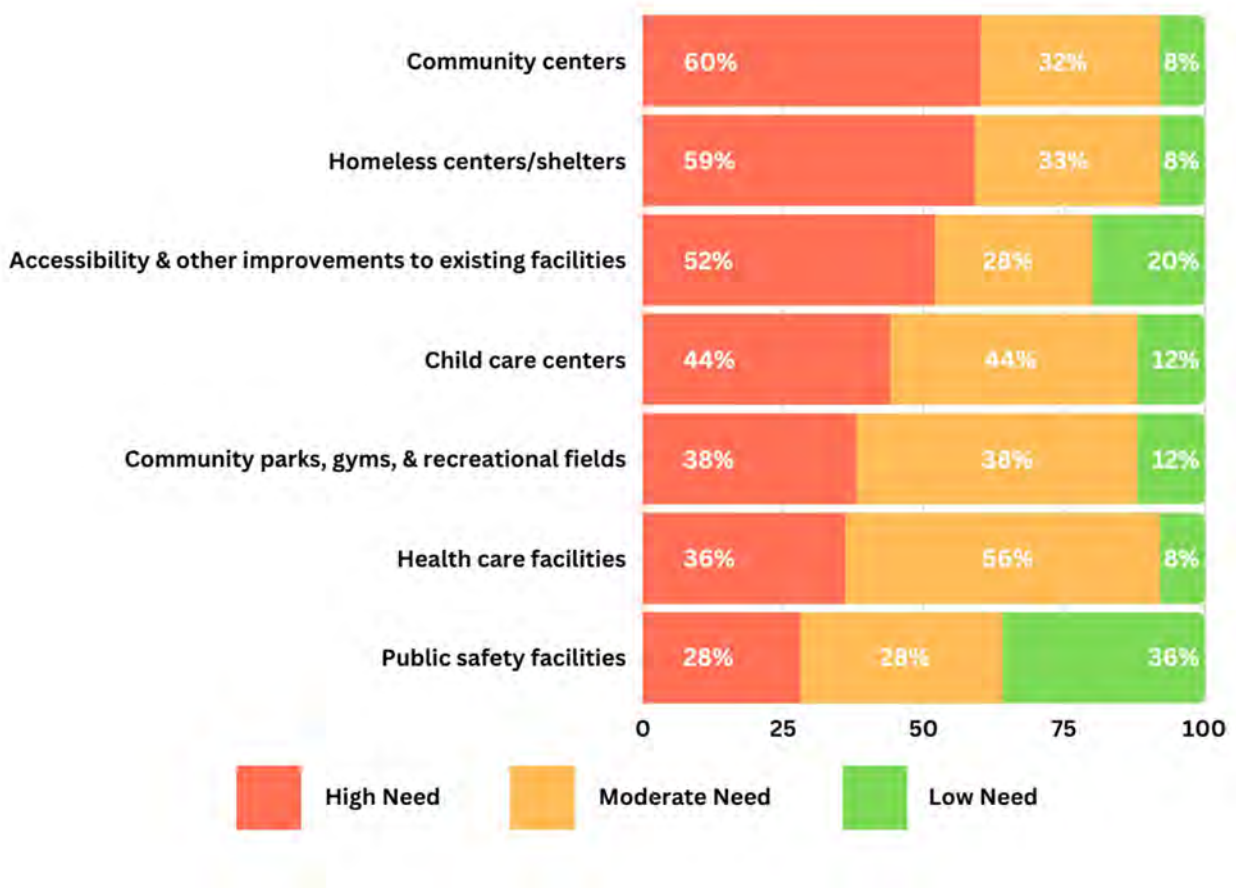
Buildings open to the general public or for use by target special needs populations, whether owned by the government or by nonprofit organizations, may be considered public facilities under the CDBG program. Community survey participants were asked to identify a variety of public facilities as "low," "moderate," or "high" needs in Greenville with the following top three responses: (1) community centers (e.g., youth centers, senior centers, and cultural centers); (2) homeless centers; and (3) improvements to existing facilities/improved ADA accessibility. These facilities were each selected as a high need by more than two-thirds of survey takers (see Figure 4).

Input from community meetings, focus groups, and interview participants supported survey findings. Common needs identified by stakeholders included:

- Community centers, particularly for seniors
- Homeless centers with wraparound services
- Improvements to existing facilities/improvements to ADA accessibility
- Childcare centers

The Greenville Horizons 2026 Community Plan also identified key community issues regarding public facilities in the context of creating complete neighborhoods. These include the need for prominent, accessible civic spaces, homeless shelter services, and enhancing access to daily needs such as daycares and parks. Improvements to existing properties, particularly among those located along First Street and the Town Common, were noted as a priority implementation action in the Horizons 2026 plan.

FIGURE 4. PUBLIC FACILITY NEEDS INDIFIED IN THE COMMUNITY SURVEY



How were these needs determined?

Greenville’s public facility needs were determined based on input from stakeholders engaged through research, stakeholder interviews, focus groups, public meetings, and a community survey. More than 70 residents and stakeholders participated in community engagement activities for the Consolidated Plan and Assessment of Fair Housing (see Table 2 for a list of participating organizations). Needs were also determined through a review of other local plans and studies, including Greenville’s Horizons 2026 Community Plan.

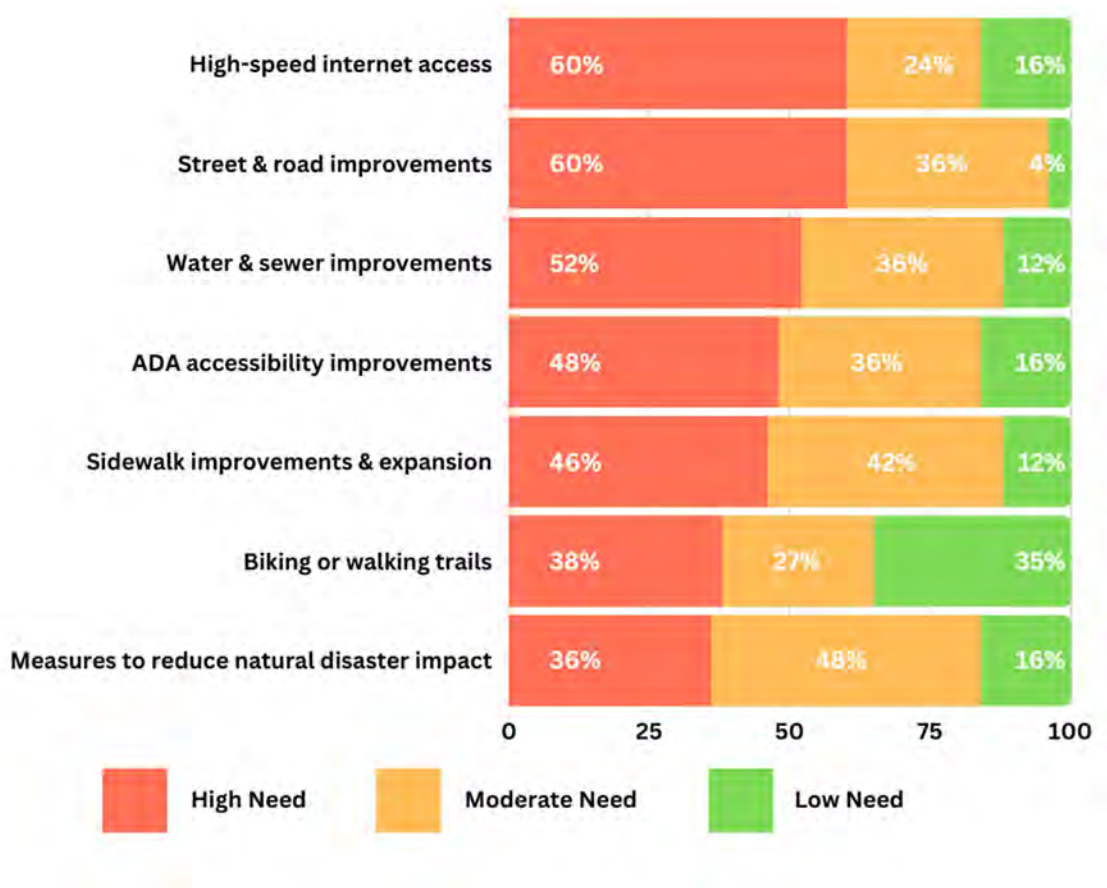
Describe the jurisdiction’s need for Public Improvements.

Survey respondents were also asked to rank public improvement needs in Greenville. The top three responses were street/road improvements, high-speed internet access, and water/sewer improvements. Each of these items was identified as a high need by

50% or more of survey takers (see Figure 5). Community meeting and focus group attendees and interview participants also identified lighting along streets, internet access, and transit improvements as priority infrastructure needs.

The 2026 Horizons Plan also identifies public transportation improvements, sidewalk construction/improvements, and improved roadways and intersections as community priorities in regard to mobility issues.

FIGURE 5. PUBLIC INFRASTRUCTURE NEEDS IDENTIFIED IN THE COMMUNITY SURVEY



How were these needs determined?

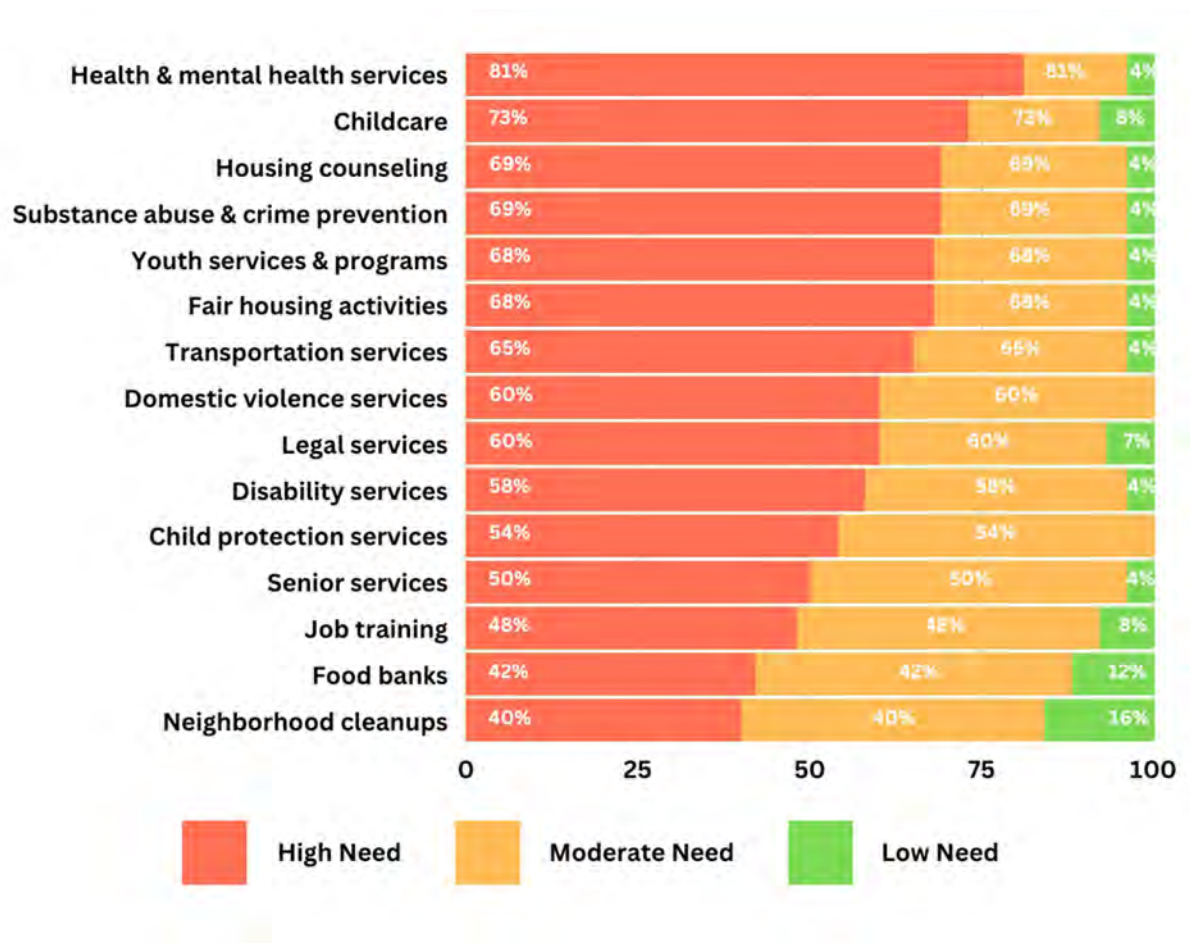
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review of other local plans and studies, including Greenville’s Horizons 2026 Community Plan.

Describe the jurisdiction’s need for Public Services.

The top six public service needs selected by respondents to the Community Survey include: (1) health and mental health services; (2) childcare; (3) housing counseling; (4) substance abuse/crime prevention; (5) fair housing activities; and (6) youth services/programs (see Figure 6). Other needs that were identified during community engagement events included services for people with disabilities, job training, senior services/programs, and transportation services.

FIGURE 6. PUBLIC SERVICE NEEDS IDENTIFIED IN THE COMMUNITY SURVEY



How were these needs determined?

Greenville’s public service needs were determined based on input from stakeholders engaged through research, stakeholder interviews, focus groups, public meetings, and a community survey. More than 70 residents and stakeholders participated in community engagement activities for the Consolidated Plan and Assessment of Fair Housing (see

Table 2 for a list of participating organizations). Needs were also determined through a review of other local plans and studies, including Greenville’s Horizons 2026 Community Plan.

IV. HOUSING MARKET ANALYSIS

MA-05 OVERVIEW

Housing Market Analysis Overview

Housing choices are limited by household income and wealth; however, a lack of affordable housing in an area may also create significant hardships for low- and moderate-income households. Households that spend more than 30% of income on housing are considered 'housing cost burdened' and may have difficulty affording other necessities, such as food, clothing, and childcare. Data examined in the following sections shows that there is a lack of rental and for-sale housing in the city that is affordable to residents with very low incomes, and a significant proportion of households are cost-burdened or severely cost-burdened by housing costs. Stakeholders and residents who participated in this planning process also noted a need for the development of new housing units affordable to residents with incomes below 30% to 50% AMI.

In addition to reviewing current housing market conditions, this section analyzes the availability of assisted and public housing and facilities to serve homeless individuals and families. It also analyzes local economic conditions and summarizes existing economic development resources and programs that may be used to address community and economic development needs identified in the Needs Assessment.

MA-10 NUMBER OF HOUSING UNITS: 91.210(A) AND (B)(2)

Introduction

There are 42,039 residential properties in Greenville, according to 2013-2017 Five-Year American Community Survey estimates, (Table 26). The largest share of units are single-family detached structures (35%), followed by small multifamily buildings of 5 to 19 units (34%). Single-family attached structures comprise about 12% of properties and 10% are in large multifamily buildings of 20 or more units. About 9% of properties are duplexes, triplexes, or quadruplexes, and mobile homes, boats, RVs, and vans comprise only 1% of properties.

Out of the 36,572 occupied units in Greenville, 66% are renter-occupied and 33.5% are owner-occupied, (Table 27). The majority of rental units, 40%, contain at least 2 bedrooms while 16% of owner-occupied units contain at least 2 bedrooms. The majority of owner-occupied units, 84%, contain 3 or more bedrooms and 33% of rental units contain 3 or more bedrooms. For both owner-occupied and renter-occupied units, only a small share of units contain no bedrooms, ranging from 0 to 2% respectively.

ALL RESIDENTIAL PROPERTIES BY NUMBER OF UNITS

TABLE 26. RESIDENTIAL PROPERTIES BY UNIT NUMBER

Property Type	#	%
1-Unit Detached Structure	14,700	35%
1-Unit, Attached Structure	4,920	12%
2 to 4 Units	3,629	9%
5 to 19 Units	14,120	34%
20 or More Units	4,075	10%
Mobile Home, Boat, RV, Van, etc.	595	1%
TOTAL	42,039	100%

Data Source: 2013-2017 ACS.

UNIT SIZE BY TENURE

TABLE 27. UNIT SIZE BY TENURE

	OWNERS		RENTERS	
	#	%	#	%
No Bedroom	25	0%	510	2%
1 Bedroom	30	0%	6,140	25%
2 Bedrooms	1,915	16%	9,700	40%
3 or More Bedrooms	10,299	84%	7,953	33%
TOTAL	12,269	100%	24,303	100%

Data Source: 2013-2017 ACS.

1. DESCRIBE THE NUMBER AND TARGETING (INCOME LEVEL / TYPE OF FAMILY SERVED) OF UNITS ASSISTED WITH FEDERAL, STATE, AND LOCAL PROGRAMS.

The Housing Authority of the City of Greenville, North Carolina serves low-income individuals and families through its Housing Choice Voucher program in which it manages an estimated 865 units for area property owners. An estimate of the annual distribution of vouchers is not available. The program offers rental assistance to very low-income families in privately owned housing units in Greenville. Additionally, there is a Section 8 New Construction program in University Towers, however, this building is for the elderly only and the current waiting time is 24-30 months.

The HUD LIHTC database also indicates that there are an estimated 20 LIHTC properties in the city that provide an estimated 1,113 low-income units for residents with incomes at or below 60% AMI (Note: Compliance monitoring status for 5 properties is reported as 'No Longer Monitored').

2. PROVIDE AN ASSESSMENT OF UNITS EXPECTED TO BE LOST FROM THE AFFORDABLE HOUSING INVENTORY FOR ANY REASON, SUCH AS EXPIRATION OF SECTION 8 CONTRACTS.

Several trends exist that, absent policies focused on preserving the city's existing affordable housing stock and developing diverse new housing options, indicate that Greenville will continue to experience a loss of affordable housing inventory. Trends include high levels of demand for housing due to population growth in the city; increasing home values and median rents over the past 10 years; a shortage in the supply of rental and homeowner housing units affordable to households with incomes below 50% HAMFI; and aging housing stock in need of rehabilitation.

Federal law requires any LIHTC properties awarded credits after 1989 to maintain affordability for 30 years, although after the first 15 years, owners can leave the program through a relief process. After 30 years (or 15 years if owners are granted regulatory relief), properties can be converted to market-rate units. During the 2023-2027 Five-Year Consolidated Plan, one LIHTC property in Greenville, which provides 48 low-income units, will age out of the 30-year affordability period.

3. DOES THE AVAILABILITY OF HOUSING UNITS MEET THE NEEDS OF THE POPULATION?

Cost burden data shows that housing affordability needs are particularly severe for renters with incomes under 80% of HUD Area Median Family Income (HAMFI), and in particular for those with incomes under 30% HAMFI. An estimated 15,772 renter households with incomes below 80% HAMFI are housing cost burdened, spending more than 30% of income on housing, or severely housing cost burdened, spending more than 50% of income on housing (see Table 9). Renters with incomes of 50% HAMFI and below make up 70.5% of these cost-burdened renter households.

On the ownership side, income and home value data indicate that starter home prices in the city are out of reach for many moderate- and middle- income households. Based on American Community Survey 5-Year Estimates for 2017, the median home value of in Greenville is \$152,900 up 3% from 2010. The median contract rent in the City is \$599, an increase of 16% since 2010, (See Table 28). Affordability data in the Needs Assessment also shows affordability challenges, with cost burdens impacting households with incomes up to 100% HAMFI. Stakeholders interviewed during this planning process also described an increasingly tight housing market due to high demand for housing and insufficient new housing under development, noting the need to increase the supply of housing for both rental and homeownership units to support housing affordability in the city. In addition to the need to increase housing supply, stakeholders noted the need to assist property owners in making needed repairs to housing units to support housing affordability and quality.

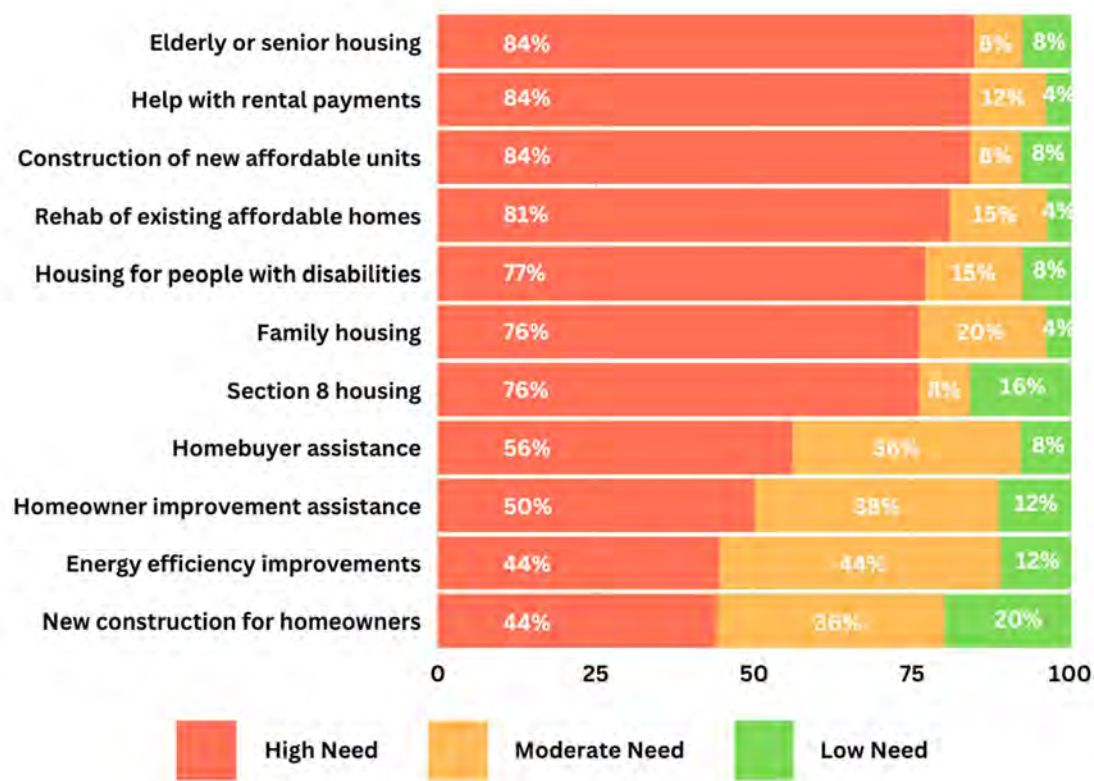
4. DESCRIBE THE NEED FOR SPECIFIC TYPES OF HOUSING.

Data discussed in the Housing Need Assessment and in this section indicate a particular need for rental and for-sale housing that is affordable to low- and moderate-income households. Housing types that allow for increased affordability of both rental and homeownership units might include options such as smaller housing units; multifamily 'missing middle housing, including duplexes, triplexes, quadraplexes, and other small multifamily units; accessory dwelling units; cohousing with shared services; or tiny

homes. Rehabbing units that are aging or dilapidated or that have poor energy efficiency can also increase the number of high-quality affordable units.

Survey respondents also emphasized a high need for elderly or senior housing, rental payment assistance, construction of new affordable units, rehabilitation of existing affordable homes, along with expanded Section 8 housing and other homeownership assistance and needs (see Figure 7).

FIGURE 7: AFFORDABLE HOUSING NEEDS IDENTIFIED IN THE COMMUNITY SURVEY



MA-15 HOUSING MARKET ANALYSIS: COST OF HOUSING: 91.210(A)

Introduction

Current on housing costs and affordability in Greenville shows that rents in the city have increased more rapidly than home values and indicates a need for an increase in supply of affordable housing that is in good condition-- particularly in units affordable to residents with incomes of 30% to 50% HAMFI and below.

The city's median home value is estimated at \$165,500 according to 2017-2021 ACS data, an 11.6% increase from the 2010 median value of \$148,300 and an 8.2% increase from the 2017 median home value of \$152,900 (see Table 28). More recent data indicate even sharper increases in home values in recent years. Zillow's Home Value Index estimates the typical home value in Greenville at \$219,907 as of December 2022², a 32.9% increase from the 2017-2021 ACS estimates. These findings align with input from residents and stakeholders, who noted steep increases in housing costs in the city in recent years.

The median contract rent in Greenville increased by more than 15% from 2010 to 2017, from \$515 to \$599 (see Table 28). More recent ACS data from 2021 shows median rents at \$697, an increase of 35.3% since 2010. Similar to data on housing values, the most recent data available shows even sharper increases in rents in recent years. Zillow's Observed Rent Index estimates typical market rents in Greenville at about \$1,473 as of December 2022, more than double the 2017-2021 ACS estimate of \$697.

According to ACS data, rent for most units is less than \$1,000: rents in 49.1% of units are between \$500 to \$999, and 34.6% of units rent for less than \$500 (see Table 29). Rental rates are \$1,000 to \$1,499 for 10.5% of units, and \$1,500 or more for 5.9% of units. In terms of housing affordability, only 235 owner-occupied units and an estimated 7,135 renter-occupied units are affordable to households earning 30% HAMFI and below (see Table 30).

Residents and stakeholders emphasized that there is a lack of affordable housing for individuals, families, and seniors (see Figure 8). A high number of survey responses also

² Zillow. Housing Data. Zillow Home Value Index. Retrieved from: <https://www.zillow.com/research/data/>

emphasized concerns about displacement due to rising costs and community opposition to affordable housing. Housing affordability is often an especially acute issue for people who are homeless, people with disabilities, people living with HIV/AIDS, seniors, and people re-entering the community from long-term care facilities or other institutions.

COST OF HOUSING

TABLE 28. COST OF HOUSING

	Base Year: 2010	Most Recent Year: 2017	% Change
Median Home Value (Dollars)	\$148,300	\$152,900	3%
Median Contract Rent (Dollars)	\$515	\$599	16%

Data Source: Tables S2506, B25058, 2010 and 2017 5-Year ACS.

TABLE 29. RENT PAID

Rent Paid	#	%
Less than \$500	8,412	34.6%
\$500 to 999	11,929	49.1%
\$1,000 to 1,499	2,540	10.5%
\$1,500 to 1,999	1,045	4.3%
\$2,000 or More	379	1.6%
TOTAL	24,305	100.0%

Data Source: 2013-2017 ACS.

HOUSING AFFORDABILITY

TABLE 30. HOUSING AFFORDABILITY

% Units Affordable to Households Earning...	OWNER-OCCUPIED	RENTER-OCCUPIED
30% HAMFI	235	7,135
50% HAMFI	470	4,190
80% HAMFI	944	4,590
100% HAMFI	805	2,470

Data Source: 2013-2017 CHAS.

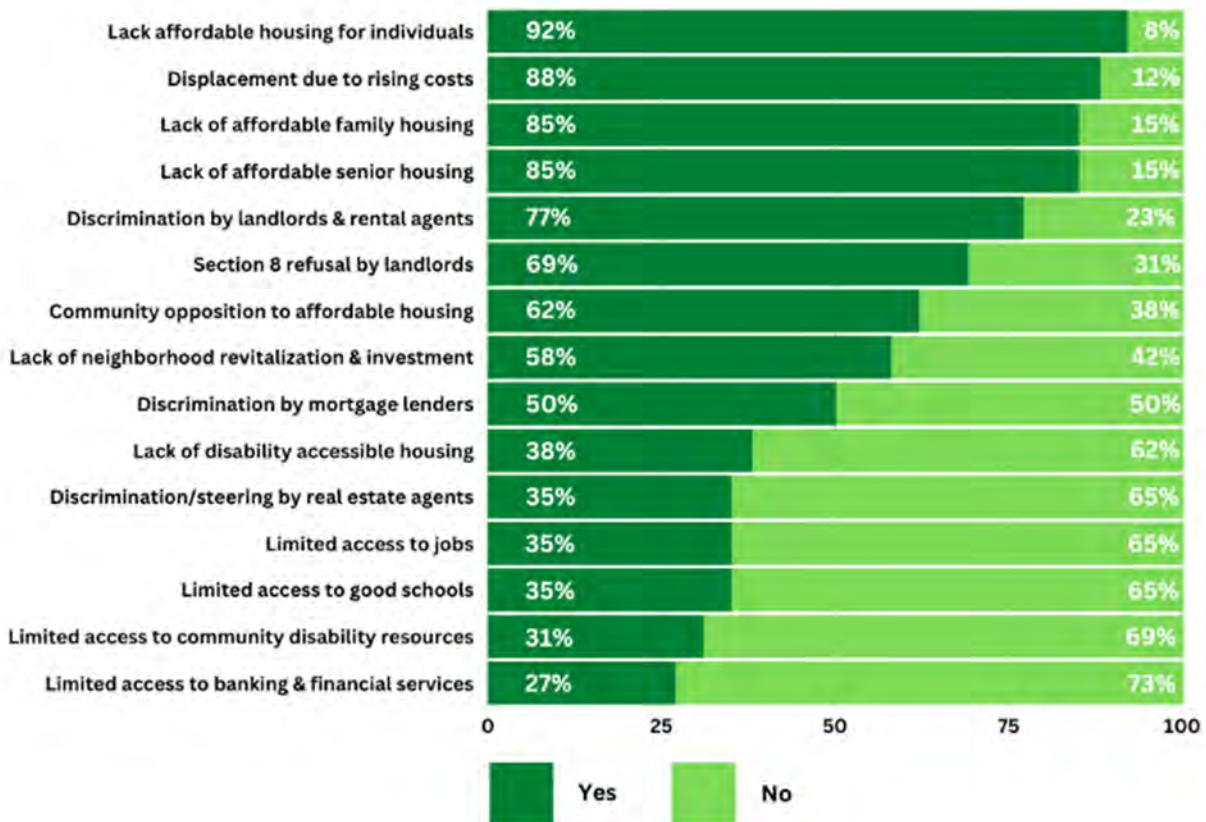
MONTHLY RENT

TABLE 31. MONTHLY RENT

Monthly Rent (\$)	Efficiency (no bedroom)	One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom
Fair Market Rent (FMR)	\$813	\$818	\$1,015	\$1,379	\$1,729
High HOME Rent Limits	\$730	\$734	\$910	\$1,249	\$1,558
Low HOME Rent Limits	\$621	\$665	\$798	\$921	\$1,028

Data Source: HUD FMR and HOME Rent Limits.

FIGURE 8: BARRIERS TO FAIR HOUSING IDENTIFIED IN THE COMMUNITY SURVEY



1. IS THERE SUFFICIENT HOUSING FOR HOUSEHOLDS AT ALL INCOME LEVELS?

Table 30 estimates the number of units affordable to renters and owners in Greenville at different income levels. This data can be compared to the number of households at each income level, as provided in Table 6 of the Needs Assessment.

According to CHAS estimates, there are 7,450 households with incomes under 30% HAMFI in the city and 7,135 rental units affordable at that income level (see Table 30). Thus, there is insufficient rental housing for households with extremely low-income. However, these figures do not consider unit condition or size; nor do they reflect the possibility that a unit that would be affordable to a low- or moderate-income household may be unavailable to them because it is occupied by a higher-income household.

For homeowners with incomes 50% HAMFI and below in the city, there are 705 affordable units available to them. Homeowners earning less than 30% HAMFI have an estimated 235 total affordable units, (see Table 30). There are more units affordable for households earning 50% HAMFI or greater with an estimate of 470 units, however households earning 80% HAMFI contain the highest share of units affordable to their income level with an estimate of 944 units. As with rental housing, these figures do not consider housing size or condition, or the possibility that higher-income households will choose to occupy lower cost units.

The National Low Income Housing Coalition's Out of Reach data examines rents relative to income levels for counties and metro areas throughout the U.S. using HUD Fair Market Rents. Fair Market Rent (FMR) is a standard set by HUD at the county or regional level for use in administering its Section 8 rental voucher program. FMRs are typically the 40th percentile gross rent (i.e., rent plus utility costs) for typical, non-substandard rental units in the local housing market. To afford a two-bedroom rental unit at the Greenville, NC MSA FMR of \$1,015 without being cost-burdened, a housing cost that does not exceed over 30% of the total household income, would require an annual income of \$40,600. This amount translates to a 40-hour work week at an hourly wage of \$19.51. A three-bedroom unit at the FMR of \$1,379 would require an annual wage of \$55,160.

2. HOW IS AFFORDABILITY OF HOUSING LIKELY TO CHANGE CONSIDERING CHANGES TO HOME VALUES AND / OR RENTS?

Table 28 shows that since 2010, the median home value in Greenville increased by 3% and median rent increased by 16% based on 2017 5-Year ACS data. In this way, affordability has decreased for both renters and owners. The lack of rental and for-sale housing in good condition and affordable to residents with incomes less than 30% to 50% HAMFI indicates that housing affordability is likely to continue as a pressing issue in the city of Greenville, making homeownership further inaccessible and unaffordable for lower-income households and further causing rent prices to increase.

3. HOW DO HOME RENTS / FAIR MARKET RENT COMPARE TO AREA MEDIAN RENT? HOW MIGHT THIS IMPACT YOUR STRATEGY TO PRODUCE OR PRESERVE AFFORDABLE HOUSING?

Table 31 shows HUD Fair Market Rents (FMR) and HOME Rent Limits for Greenville, NC MSA. The city's median contract rent of \$599 (Table 28) falls below the Fair Market Rent for one-, two-, three-, and four-bedroom units and below the high HOME rent for two-, three-, and four-bedroom units. As of the 2017 5-year ACS data, about 49% of rental units in Greenville are priced between \$500-\$999 which would meet the HUD Fair Market Rents for one-bedroom units, (See Table 29). As noted in the previous section, about 25% of renter-occupied units have at least one bedroom, (Table 27). This figure suggests that housing choice voucher holders would not have access to a variety of units, given they are limited to one-bedroom units to align with HUD's Fair Market rent estimates. This unit size holds the lowest share of total renter-occupied units in the city, thus increasing demand due to the limited availability of this unit size.

Note that this data does not reflect housing conditions, which is an important consideration. Substandard housing conditions may make a unit unsafe or lead to exceptionally high utility costs, negating any savings in rent as compared to a more expensive unit. Additionally, housing choice voucher holders may have difficulty finding units that will accept vouchers or difficulty qualifying for leases due to past evictions or credit history.

MA-20 HOUSING MARKET ANALYSIS: CONDITION HOUSING: 91.210(A)

Introduction

This section examines the condition of housing in the city of Greenville, including the presence of selected housing conditions: 1) lack of complete plumbing facilities, (2) lack of complete kitchen facilities, (3) more than one person per room, and (4) cost burden greater than 30%. This section also examines the age of housing stock, vacancy rate and suitability of vacant housing for rehabilitation, and the risk of lead-based paint hazards.

Renters in Greenville are more likely than owners to experience one or more of the selected housing conditions. About 54% of renter-occupied units and 22% of owner-occupied units have at least one of the conditions described above, (See Table 32). These figures indicate that rental units are more likely to be physically substandard (i.e., lack a complete kitchen or plumbing). CHAS data discussed in the Needs Assessment indicates that cost burdens are by far the most common housing condition.

The age of housing reflects periods of development in Greenville. The majority of owner and renter-occupied units were built 2000 or later, both with a similar share of 38%, (Table 33). A larger share of renter-occupied units, 38%, were built between 1980 and 1999 while only 30% of owner-occupied units were built in this period. However, having a combined share of 9,888 of all occupied structures (27%) built prior to 1980 indicates potential need for rehabilitation assistance for both owner and renter-occupied units.

DEFINITIONS

For the purpose of this Consolidated Plan, the city of Greenville defines units to be in “standard condition” if they meet HUD Section 8 housing quality standards. A unit is defined as “substandard” if it lacks complete plumbing, a complete kitchen, or heating fuel (or uses heating fuel that is wood, kerosene, or coal). A unit is “substandard but suitable for rehabilitation” if it lacks complete plumbing, a complete kitchen or a reliable and safe heating system but has some limited infrastructure that can be improved upon. These units are likely to have deferred maintenance and may have some structural damage such as leaking roofs, deteriorated interior surfaces, and inadequate insulation.

They may not be part of public water or sewer systems but have sufficient systems to allow for clean water and adequate waste disposal.

CONDITION OF UNITS

TABLE 32. CONDITION OF UNITS

Condition of Units	OWNER-OCCUPIED		RENTER-OCCUPIED	
	#	%	#	%
With One Selected Condition	2,735	22%	13,060	54%
With Two Selected Conditions	0	0%	355	1%
With Three Selected Conditions	0	0%	45	0%
With Four Selected Conditions	0	0%	0	0%
No Selected Conditions	9,540	78%	10,845	45%
TOTAL	12,275	100%	24,305	100%

Data Source: 2013-2017 ACS.

YEAR UNIT BUILT

TABLE 33. YEAR UNIT BUILT

Condition of Units	OWNER-OCCUPIED		RENTER-OCCUPIED	
	#	%	#	%
2000 or Later	4,619	38%	9,223	38%
1980 to 1999	3,689	30%	9,166	38%
1960 to 1979	2,647	22%	4,011	16%
Before 1960	1,319	11%	1,911	8%
TOTAL	12,274	100%	24,311	100%

Data Source: Table B25127, 2013-2017 ACS.

RISK OF LEAD-BASED PAINT HAZARD

TABLE 34. RISK OF LEAD-BASED PAINT

Condition of Units	OWNER-OCCUPIED		RENTER-OCCUPIED	
	#	%	#	%
Total Number of Units Built Before 1980	3,579	29% (of Total Units in Greenville)	7,705	31% (of Total Units in Greenville)
Housing Units Built Before 1980 with Children Present	360	10% (of Units Built Before 1980)	910	12% (of Units Built Before 1980)

Data Source: Table B25024 2013-2017 5-Year ACS and CHAS Table13 (Units with Children present).

VACANT UNITS

TABLE 35. VACANT UNITS

Vacant Units	Estimate
For rent	1,809
Rented, not occupied	511
For sale only	645
Sold, not occupied	169
For seasonal, recreational, or occasional use	535
For migrant workers	-
Other vacant	1,787
Total Vacant	5,456

Data Source: B25004, 2013-2017 ACS.

1. NEED FOR OWNER AND RENTAL REHABILITATION.

While data on housing condition and age points to low levels of substandard owner-occupied housing in Greenville, the large numbers of both owner-occupied and renter-occupied housing units built before 1980 indicate that housing maintenance and rehabilitation may be needs for low-income homeowners. Data regarding housing

conditions indicates that 26 owner-occupied units (about 0.2% of all owner-occupied units) in Greenville have at least two housing conditions (likely including cost burden and one other condition). Data in the Housing Needs Assessment shows that owner households in Greenville tend to experience cost burdens more often than overcrowding or lack of complete plumbing or kitchen facilities. Data additionally indicates that 715 renter-occupied units (3% of all renter-occupied units) in the city have at least two housing conditions, thus impacting more lower-income renter-households than owners.

While the number of owner-occupied housing units with two or more selected conditions is low, 3,579 owner-occupied housing units (29% of total renter and owner-occupied units) in the city were built before 1980, indicating the highest risk for deferred maintenance and rehabilitation need, (See Table 34). An estimated 7,705 renter-occupied (31% of total renter and owner-occupied units) were built before 1980. This data on the housing age in Greenville indicates that many of these owner-occupied and renter-occupied units are at risk of deferred maintenance and may currently or soon be in need of some rehabilitation. Additionally, seniors living on Social Security or retirement income who have paid off their mortgages may be unable to afford necessary repairs and maintenance as their homes age.

About 31% of rental housing units in the city (7,705 units) were built before 1960, and 37% of units were built between 1980 to 1999 (9,364), (See Table 33). Further, a greater number of rental units (715) than owner units (26) have at least two housing conditions, likely including cost burdens and at least one other housing condition, (See Table 32). Combined, these factors indicate that while there is a high level of need for rehabilitation of both renter- and owner-occupied housing, renters in Greenville experience the highest levels of need.

Residents and stakeholders who participated in this planning process also indicated a high level of need for rehabilitation of both rental and owner-occupied housing in Greenville.

2. ESTIMATED NUMBER OF HOUSING UNITS OCCUPIED BY LOW- OR MODERATE-INCOME FAMILIES WITH LBP HAZARDS.

Exposure to lead-based paint represents one of the most significant environmental threats from a housing perspective. Housing conditions can significantly affect public health, and exposure to lead may cause a range of health problems for adults and children. The major source of lead exposure comes from lead-contaminated dust found in deteriorating buildings, including residential properties built before 1978 that contain lead-based paint.

Unfortunately, measuring the exact number of housing units with lead-based paint hazards is difficult. However, risk factors for exposure to lead include housing old enough to have been initially painted with lead-based paint (i.e., pre-1978), households that include young children, and households in poverty. Table 34 identifies over 3,579 owner-occupied units and 7,705 renter-occupied units were built before 1980. Around 10% of owner-occupied units and 12% of renter-occupied units built before 1980 house children under the age of 6. The owner-occupied units built before 1980 account for 29% of all total occupied units in Greenville, whereas the renter-occupied units built prior to 1980 account for 31% of all occupied units, thus, a significant amount of the total housing stock in the city has potential exposure to lead-based paint

MA-25 PUBLIC ASSISTED HOUSING: 91.210(B)

Introduction

The Housing Authority of the City of Greenville provides publicly supported housing options for low-income residents living in Greenville. According to HUD’s 2021 A Picture of Subsidized Housing data, the housing authority provides 714 public housing units, 821 tenant-based housing choice vouchers, and 451 project based section 8 units for a total of 2,031 total units.

TOTAL NUMBER OF UNITS

TABLE 36. TOTAL NUMBER OF UNITS BY PROGRAM TYPE

	PROGRAM TYPE								
	Certificate	Mod - Rehab	Public Housing	VOUCHERS					
				Total	Project-Based	Tenant-Based	SPECIAL PURPOSE VOUCHER		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled*
# of Units Vouchers Available	0	0	714	756	70	821	94	0	40
# of Accessible Units									

Data Source: 2021 AP SH and 2022 HCV Dashboard

*Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition.

1. DESCRIBE THE SUPPLY OF PUBLIC HOUSING DEVELOPMENTS.

Public housing in Greenville is supplied by the Housing Authority of the City of Greenville (HACG), which operates a total of 3 public housing developments in the city: Moyewood I, Kearney Park, and Hopkins Park.

2. DESCRIBE THE NUMBER AND PHYSICAL CONDITION OF PUBLIC HOUSING UNITS IN THE JURISDICTION, INCLUDING THOSE THAT ARE PARTICIPATING IN AN APPROVED PUBLIC HOUSING AGENCY PLAN.

The Housing Authority of the City of Greenville has 3 public housing developments offering a total of 714 housing units. To determine the physical condition of these units, HUD's Real Estate Assessment Center (REAC) physical inspection scores were examined for each public housing development.³ All three Greenville public housing developments were inspected in October 2022.

PUBLIC HOUSING CONDITION

TABLE 37. PUBLIC HOUSING CONDITION

Public Housing Development	Inspection Score
Moyewood I	67c
Kearney Park	60c*
Hopkins Park	78c*

Data Source: HUD 2022 REAC Public Housing Physical Inspection Scores.

3. DESCRIBE THE RESTORATION AND REVITALIZATION NEEDS OF PUBLIC HOUSING UNITS IN THE JURISDICTION.

HUD's Real Estate Assessment Center (REAC) conducts physical property inspections of properties that are owned, insured, or subsidized by HUD, including public housing and multifamily assisted housing. About 20,000 such inspections are conducted each year to ensure that assisted families have housing that is decent, safe, sanitary, and in good repair. Inspections are scored using a scale of 1 to 100. A passing score for a REAC Physical Inspection is 60 or above.

³ https://www.hud.gov/program_offices/public_indian_housing/react/products/prodpass/phscores

There are three letters (A-C) that may follow the score, as well as an asterisk *. Their meaning is as follows:

- **A:** No health and safety deficiencies noted
- **B:** Non-life-threatening health and safety deficiencies noted
- **C:** At least one life-threatening health and safety deficiency noted
- *****: At least one inoperable smoke detector noted

As such, all HACG public housing properties are passing as of 2022 but do require repair and restoration based on the existence of at least one life-threatening health and safety deficiency noted in each development. Additionally, all Kearney Park and Hopkins Park smoke detectors must be restored to operating condition.

4. DESCRIBE THE PUBLIC HOUSING AGENCY'S STRATEGY FOR IMPROVING THE LIVING ENVIRONMENT OF LOW- AND MODERATE-INCOME FAMILIES RESIDING IN PUBLIC HOUSING.

The HACG will continue to seek funding from a variety of sources to renovate current public housing units.

MA-30 HOMELESS FACILITIES AND SERVICES: 91.210(C)

Introduction

A range of facilities provide housing and services to support people experiencing homelessness in Greenville, including emergency, transitional, safe haven, and permanent supportive housing. Most of these facilities, however, are provided either at a very broad Continuum of Care level or at the county level; most services specific to the city of Greenville come from independent non-profits. Using data available from the Continuum of Care and from Pitt County, this section provides an overview of shelter facilities, housing, and mainstream and other services that aim to meet the needs of people experiencing homelessness in Greenville.

FACILITIES AND HOUSING TARGETED TO HOMELESS HOUSEHOLDS

The following table depicts beds available under the North Carolina Balance of State Continuum of Care. Bed counts specific to Pitt County, or the City of Greenville are unavailable.

TABLE 38. FACILITIES AND HOUSING TARGETED TO HOMELESS HOUSEHOLDS

	EMERGENCY SHELTER BEDS		TRANSITIONAL HOUSING AND BEDS	PERMANENT SUPPORTIVE HOUSING BEDS	
	Year-Round Beds (current and new)	Voucher / Seasonal / Overflow Beds	Current and New	Current and New	Under Development
Households with Adult(S) and Child(Ren)	895	N/A	247	1,477	N/A
Households with Only Adults	1,210	121	211	1,067	N/A
Chronically Homeless Households	N/A	N/A	N/A	N/A	N/A
Veterans	14	N/A	22	412	N/A
Unaccompanied Youth	0	N/A	16	0	N/A

1. DESCRIBE MAINSTREAM SERVICES, SUCH AS HEALTH, MENTAL HEALTH, AND EMPLOYMENT SERVICES TO THE EXTENT THOSE SERVICES ARE USED TO COMPLEMENT SERVICES TARGETED TO HOMELESS PERSONS.

Both Greenville and Pitt County offer health, mental health, employment, and housing services that, while not targeted towards homeless persons, have the potential to assist people experiencing or at risk of homelessness. These include the following:

- The West Greenville Neighborhood Revitalization Strategy Area designates 45 blocks containing 475 parcels for targeted funding and revitalization efforts designed to improve quality of living conditions, provide more homeownership opportunities, connect the area to service providers, and develop or rehab infrastructure and public facilities in these historically low-income neighborhoods.
- The Greenville Affordable Housing Loan Committee was founded in 1994 and exists to provide loans for first time homebuyer down payment assistance, home mortgages, and elderly homeowner rehabilitation loans; to make recommendations to City Council regarding the purchase of land to be used for affordable housing developments, creation and set up of loan pool mortgage agreements with other financial institutions and making changes in funding allocations by funding category.
- The city of Greenville maintains a Citizen’s Handbook that is updated yearly and available online. This handbook contains information on how to access disability, housing, health, and other community resources by providing relevant phone numbers.
- PiCaso, the Pitt County AIDS Service Organization, is a local nonprofit that offers HIV testing and counseling and outreach/supportive services to those living with HIV/AIDS.
- Pitt County is a member County of the Trillium Health Resources coverage area. Trillium Health Resources is a local governmental agency designated by the North Carolina Department of Health & Human Services to manage mental health, substance use and intellectual/developmental disability services in a 24-county area in eastern North Carolina, connecting individuals and families to mental

health services. Trillium is responsible for managing state and federally funded services for people who receive Medicaid, are uninsured or cannot afford services.⁴

Most homeless services that reach Greenville are county-level services based in Pitt County. The city's previous consolidated plan lists organizations providing direct homelessness assistance to Greenville as Community Crossroads Center, the Greenville Housing Authority, and Center for Family Violence Prevention. The city appears to have few or no services specifically targeting the homeless population as most assistance is relegated to the county level; however, Pitt County also has only scattered or sporadic services. Pitt County's government website contains a section on homelessness featuring a 10-year plan to address chronic homelessness; however, the plan expired in 2018 and no information is available on updated goals or policies.

2. LIST AND DESCRIBE SERVICES AND FACILITIES THAT MEET THE NEEDS OF HOMELESS PERSONS, PARTICULARLY CHRONICALLY HOMELESS INDIVIDUALS AND FAMILIES, FAMILIES WITH CHILDREN, VETERANS AND THEIR FAMILIES, AND UNACCOMPANIED YOUTH. IF THE SERVICES AND FACILITIES ARE LISTED ON SCREEN SP-40 INSTITUTIONAL DELIVERY STRUCTURE OR SCREEN MA-35 SPECIAL NEEDS FACILITIES AND SERVICES, DESCRIBE HOW THESE FACILITIES AND SERVICES SPECIFICALLY ADDRESS THE NEEDS OF THESE POPULATIONS.

As described above, homeless services in both Greenville and Pitt County are provided by local nonprofits. These include the following:

- Habitat for Humanity of Pitt County
- Koinonia Community Services
- Lamb's Place
- CAREE
- Daughters of Worth
- Bring America Home Now

⁴ <https://www.pittcountync.gov/327/Mental-Health>

Community Crossroads Center is the night shelter that services Pitt County and the city of Greenville. The 2021 Continuum of Care HUD report lists 41 adult-only beds at this shelter, but the shelter website reports a maximum capacity of 98. The 2022 Point In Time (PIT) count for Pitt County identified 69 individuals experiencing homelessness, and of these 69, 25 were unsheltered. This discrepancy between apparent shelter capacity and number of unsheltered homeless individuals within Pitt County likely indicates one or more of the following:

- The center is not accessible to all homeless individuals in the county due to lack of transit;
- The center is not accessible to all homeless individuals in the county due to screening processes or other policies or barriers; or
- The center is also used by homeless individuals from other counties who were not counted within the 2022 Pitt County PIT count.

In addition, the Center for Family Violence Prevention operates a domestic violence shelter in Pitt County. As of 2021, this shelter contained 18 family beds in 4 units as well as 5 adult-only beds.

MA-35 SPECIAL NEEDS FACILITIES AND SERVICES: 91.210(D)

Introduction

This section describes the housing and social service needs of specific populations, including the elderly and frail elderly, people with disabilities, residents with diagnosis of HIV/AIDS, residents with substance use or mental health disorders, and survivors of domestic violence.

1. INCLUDING THE ELDERLY, FRAIL ELDERLY, PERSONS WITH DISABILITIES (MENTAL, PHYSICAL, DEVELOPMENTAL), PERSONS WITH ALCOHOL OR OTHER DRUG ADDICTIONS, PERSONS WITH HIV / AIDS AND THEIR FAMILIES, PUBLIC HOUSING RESIDENTS AND ANY OTHER CATEGORIES THE JURISDICTION MAY SPECIFY, AND DESCRIBE THEIR SUPPORTIVE HOUSING NEEDS.

SENIORS AND PEOPLE WITH DISABILITIES

The elderly and people with disabilities often need housing that provides access to transit or transportation services in order to facilitate access to resources, services, and/or employment. Access to these needs should be primary considerations in the location of supportive housing for seniors and people with disabilities. Supportive services for the elderly and people with disabilities may include health services, assistive technologies, independent living support, and educational assistance and planning for children with disabilities⁵. People with intellectual and developmental disabilities may also require case management or life skills programming. Housing should focus on integrating these populations into the community, reducing social isolation through programming, and facilitating access to resources and services.

PEOPLE WITH SUBSTANCE USE DISORDERS

People with alcohol or other substance use disorders may need services including screening, diagnosis, assessment, and treatment. People recovering from these disorders may need recovery supportive services, including clinical case management, housing and transportation assistance, mental health services, family engagement,

⁵ Centers for Disease Control and Prevention. (n.d.) Disability and health information for people with disabilities. Retrieved from: <https://www.cdc.gov/ncbddd/disabilityandhealth/people.html>

behavioral therapy, and vocational and education, childcare, financial, and health services⁶.

PEOPLE LIVING WITH HIV/AIDS

Low-barrier housing free from requirements such as those surrounding drug testing, sobriety, criminal background, and medical appointments is a primary need for people living with HIV/AIDS. A 'Housing First' model, in which housing is provided without these kinds of barriers, increases access to housing and reduces the risk of homelessness for people living with HIV/AIDS. Like other special needs populations, people living with HIV/AIDS need housing that provides easy access to health services, resources, and employment. This population may need case management services; however, the Housing First model emphasizes that supportive services should not be required for people living with HIV/AIDS to access housing. In addition to low-barrier housing, people living with HIV/AIDS may need a variety of services, including access to core medical services, as well as supportive services, including childcare services, medical transportation, and non-medical case management, among others.⁷

PUBLIC HOUSING RESIDENTS

Public housing residents often need supportive services such as case management and long-term follow-up; employment services, including transitional jobs, job-search assistance, sector-based job training, work-related childcare support, and continuing technical and professional education; programs that teach financial literacy; and housing counseling.

Some public housing residents need more intensive case-management and may benefit from integrated supportive housing, in which small numbers of permanent family-supportive housing units are incorporated into mixed-income developments and case management and services are provided on-site. Vouchers with wraparound services provide an alternative model in which case managers support voucher-holders with the same services delivered in permanent supportive housing. Incentives models may also

⁶ Rural Health Information Hub. (n.d.) Treatment and Recovery Support Services. Retrieved from: <https://www.ruralhealthinfo.org/toolkits/substance-abuse/1/support-services>

⁷ Health Resources and Services Administration. (n.d.). Get HIV Care and Treatment. Retrieved from: <https://hab.hrsa.gov/get-care/get-hiv-care>

support families in moving toward self-sufficiency by providing rewards for achievements, such as paying rent on time, getting their children to school, applying for a job, and volunteering.

Finally, some public housing residents – particularly those with serious physical and mental health disabilities – may have greater supportive service needs, such as assisted living (meals, housekeeping, activities, health care, case management, grocery store access) and on-site services, including parenting support, childcare, and after-school services for those who have custody of children or grandchildren.⁸

SURVIVORS OF DOMESTIC VIOLENCE

The greatest need for survivors of domestic violence is access to safe and affordable housing. Transitional housing options may also provide supportive services such as counseling, childcare, transportation, life skills, education and job training for up to 24 months, providing survivor’s time and services to obtain safety and stability.⁹

2. DESCRIBE PROGRAMS FOR ENSURING THAT PERSONS RETURNING FROM MENTAL AND PHYSICAL HEALTH INSTITUTIONS RECEIVE APPROPRIATE SUPPORTIVE HOUSING.

People with mental health and substance abuse disorders often require supportive housing following discharge from inpatient treatment to reduce the risk of homelessness. People returning from these institutions need access to affordable housing and health services and may also require supportive services such as case management and transportation assistance.

Permanent supportive housing should be affordable, close to needed health services, and accessible to transportation options. The use of funds such as those provided through the HOME Investment Partnerships program can support the development of

⁸ Theodos, B., Popkin, S. J., Parilla, J., & Getsinger, L. (2012). The challenge of targeting services: a typology of public-housing residents. *Social Service Review*, 86(3), 517-544.

⁹ Rogers, L. (2019). Transitional housing programs and empowering survivors of domestic violence. Retrieved from: <https://www.justice.gov/ovw/blog/transitional-housing-programs-and-empowering-survivors-domestic-violence>

affordable housing near services and transportation, facilitating access to care and resources and supporting the use of in-home services.

3. SPECIFY THE ACTIVITIES THAT THE JURISDICTION PLANS TO UNDERTAKE DURING THE NEXT YEAR TO ADDRESS THE HOUSING AND SUPPORTIVE SERVICES NEEDS IDENTIFIED IN ACCORDANCE WITH 91.215(E) WITH RESPECT TO PERSONS WHO ARE NOT HOMELESS BUT HAVE OTHER SPECIAL NEEDS. LINK TO ONE-YEAR GOALS. 91.315(E).

The City of Greenville plans to provide financial support for a variety of non-profit organizations that address special needs populations. Additional details for this project are listed in AP-35 at Project #3 "CDBG: Public Services". The organizations included in this project are:

- Center for Family Violence
- Greenville Community Shelter, Inc., dba Community Crossroads Center
- Martin-Pitt Partnership for Children
- Boys & Girls Club of Coastal Plain
- Koinonia Christian Center Church

MA-40 BARRIERS TO AFFORDABLE HOUSING: 91.210(E)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Greenville's 2018 Analysis of Impediments to Fair Housing Choice (AI) identified affordability and housing supply barriers as two of the major variables contributing to the city's fair housing issues. Additionally, the City's 2023-2027 Assessment of Fair Housing identified displacement of existing residents, lack of investment in specific neighborhoods, discrimination practices, and loss/lack of affordable housing as priority contributing factors to Greenville's current housing issues.

During the Consolidated Plan outreach process, community members identified the following factors with negative effects on residential investment:

- Lack of public resources
- Lack of affordable housing for purchase
- Housing market conditions
- Housing development capacity

Greenville has a significant need for income-limited rental housing and affordable housing for purchase. Additionally, the city has experienced an increase in the number of buyers coming from other housing markets, who are able to pay cash for their homes and outbid local buyers.

MA-45 NON-HOUSING COMMUNITY DEVELOPMENT ASSETS:

91.215(F)

Introduction

This section outlines employment, labor force, and educational attainment data that informs the Consolidated Plan's priorities and goals.

ECONOMIC DEVELOPMENT MARKET ANALYSIS

Business Activity

TABLE 39. BUSINESS ACTIVITY

Business by Sector	# of Workers	# of Jobs	Share of Workers %	Share of Jobs %	Jobs Less Workers %
Agriculture, Mining, Oil and Gas Extraction	226	33	1	0	-1
Arts, Entertainment, Accommodations	4,398	8,126	18	24	6
Construction	1,169	1,053	5	3	-2
Education and Health Care Services	4,283	7,746	17	23	6
Finance, Insurance, and Real Estate	1,283	2,165	5	6	1
Information	384	517	2	2	0
Manufacturing	3,205	357	13	1	-12
Other Services	715	1,005	3	3	0
Professional, Scientific, Management Services	1,571	2,043	6	6	0
Public Administration	0	0	0	0	0
Retail Trade	3,928	6,837	16	20	4
Transportation and Warehousing	650	209	3	1	-2
Wholesale Trade	868	676	3	2	-1
TOTAL	22,680	30,767	--	--	--

Data Source: 2013-2017 ACS (Workers), 2017 Longitudinal Employer-Household Dynamics (Jobs).

Labor Force

TABLE 40. LABOR FORCE

Labor Force	# of People
TOTAL POPULATION IN THE CIVILIAN LABOR FORCE	48,120
Civillian Employed Population 16 Years and Over	43,200
Unemployment Rate	10.23
Unemployment Rate for Ages 16 to 24	29.53
Unemployment Rate for Ages 25 to 65	5.93

Data Source: 2013-2017 ACS.

Occupations by Sector

TABLE 41. OCCUPATIONS BY SECTOR

Occupations by Sector	# of People
Management, Business and Financial	5,094
Farming, Fisheries and Forestry Occupations	99
Service	10,017
Sales And Office	9,517
Construction, Extraction, Maintenance and Repair	1,627
Production, Transportation and Material Moving	4,864

Data Source: S2401, 2013-2017 ACS.

Travel Time

TABLE 42. TRAVEL TIME

Travel Time	# of People	%
<30 Minutes	33,855	82%
30 to 59 Minutes	5,544	13%
60 or More Minutes	1,850	4%
TOTAL	41,249	100%

Data Source: Table B08303, 2013-2017 ACS.

Education

EDUCATIONAL ATTAINMENT BY EMPLOYMENT STATUS (POPULATION 16 AND OLDER)

TABLE 43. EDUCATIONAL ATTAINMENT BY EMPLOYMENT STATUS

Educational Attainment	IN LABOR FORCE		Not in Labor Force
	Civilian Employed	Unemployed	
Less than High School Graduate	794	253	1,495
High School Graduate (Includes equivalency)	4,795	734	2,513
Some College or Associate's Degree	9,422	888	2,219
Bachelor's Degree or Higher	12,549	826	1,707

Data Source: Table B23006, 2013-2017 ACS.

EDUCATIONAL ATTAINMENT BY AGE

TABLE 44. EDUCATIONAL ATTAINMENT BY AGE

	AGE				
	18 to 24 Years	25 to 34 Years	35 to 44 Years	45 to 64 Years	65+ Years
Less than 9 th Grade	55	22	120	182	225
9 th to 12 th Grade, No Diploma	318	292	118	492	294
High School Graduate, GED, or Alternative	1,914	1,565	1,101	1,679	697
Some College, No Degree	7,458	1,809	830	1,316	435
Associate's Degree	255	611	630	548	319
Bachelor's Degree	1,190	1,594	653	1,466	525
Graduate or Professional Degree	52	712	959	1,260	666

Data Source: Table B15001, 2013-2017 ACS.

EDUCATIONAL ATTAINMENT – MEDIAN EARNINGS IN THE PAST 12 MONTHS

TABLE 45. MEDIAN EARNINGS IN THE PAST 12 MONTHS

Educational Attainment	Median Earnings in the Past 12 Months
Less than High School Graduate	19,300
High School Graduate (Includes equivalency)	22,689
Some College or Associate’s Degree	27,871
Bachelor’s Degree	37,721
Graduate or Professional Degree	59,945
Median Earnings (25 and older)	33,447

Data Source: Table S2001, 2013–2017 ACS.

1. BASED ON THE BUSINESS ACTIVITY TABLE ABOVE, WHAT ARE THE MAJOR EMPLOYMENT SECTORS WITHIN YOUR JURISDICTION?

The employment sectors in Greenville with the largest numbers of jobs are arts, entertainment, and accommodations (8,126 jobs or 24% of all jobs); education and healthcare services (7,746 jobs or 23%); and retail trade (3,928 jobs or 20%), (Table 39).

The jobs in which the most city residents are employed reflect these major employment sectors. The largest shares of Greenville residents are employed in arts, entertainment, and accommodations (18% of all workers); education and healthcare services (17%); and retail trade (16%), (Table 39).

The largest mismatches between the share of workers (i.e., employed residents) and the share of jobs by sector are in manufacturing, which accounts for 13% of workers but only 1% of jobs. This indicates the jobs in this sector are found outside of the city. The difference between the share of workers and share of jobs within this sector is -12 percentage points.

2. DESCRIBE THE WORKFORCE AND INFRASTRUCTURE NEEDS OF THE BUSINESS COMMUNITY.

The Horizons 2026: Greenville’s Community Plan details several goals, policies, and strategies related to addressing workforce and infrastructure needs, including:

- Continue the expansion of an economic hub in Eastern North Carolina and support existing economic drivers, specialized industry clusters, and a growing business community. These industries have grown in Greenville despite a national decline: chemical manufacturing, advanced learning technologies, healthcare and medical innovation, and others.
- Promote the growth of a variety of industries including heavier industries, suburban office buildings, and high-tech shared spaces within innovation districts.
- Create a diverse economy that supports an adaptable workforce that can grow during periods of economic growth and be resilient during economic recessions.
- Support a high quality of life for the community by retaining skilled workers, entrepreneurs, research, medicine, advanced manufacturing, and other industries while also provided healthy living options for residents and visitors of all ages, backgrounds, and abilities.
- Provide access to high quality economically mobile job opportunities that pay fair wages for people of various social and economic backgrounds.
- Create an incentive program for development and redevelopment that promotes well-designed development in Preferred Growth Areas that are consistent with the Future Land Use and Character Map and Tiered Growth Map.
- Rezoning of parcels identified for economic development growth will allow the growth of mixed-use centers, increased density, and infrastructure development.
- Expand partnerships between leaders from Greenville’s drivers of innovation, entrepreneurship, and economic development to foster and entrepreneurial ecosystem clustered within the Opportunities for Innovation Districts on the Economic Development Opportunities Map.

Stakeholders interviewed during this planning process noted that needs include job training programs for youth and adults, employment navigation, affordable childcare, and investments in infrastructure, including streets, sidewalks, and trails.

3. DESCRIBE ANY MAJOR CHANGES THAT MAY HAVE AN ECONOMIC IMPACT, SUCH AS PLANNED LOCAL OR REGIONAL PUBLIC OR PRIVATE SECTOR INVESTMENTS OR INITIATIVES THAT HAVE AFFECTED OR MAY AFFECT JOB AND BUSINESS GROWTH OPPORTUNITIES DURING THE PLANNING PERIOD. DESCRIBE ANY NEEDS FOR WORKFORCE DEVELOPMENT, BUSINESS SUPPORT OR INFRASTRUCTURE THESE CHANGES MAY CREATE.

Several factors shape economic development in the city of Greenville and the region. In particular, the 2026 Community Plan details goals for investing in workforce development and education. Investments in these high-priority areas will help to address the city's workforce development, job creation, and infrastructure needs.

Affordable housing that is in good condition is also increasingly important in supporting the workforce and business attraction and retention. The 2026 Community Plan details goals for the city's housing, including catalyzing the development of complete neighborhoods that offer a variety of quality living options while supporting established neighborhoods. The City's goals are centered around creating an integrated network of walkable and bikeable streets, access to transit, public schools, civic spaces, and proximity to grocery stores and other neighborhood-serving commercial services. The plan lists community goals including:

- Addressing issues regarding Greenville's limited housing supply due to lower homeownership rates compared to the state of North Carolina because of a high number of students in the City.
- Maintaining affordable housing; average homes in Greenville are more affordable than the rest of the state and nation and a major asset for the City.
- Continue to strengthen existing neighborhoods by supporting neighborhood organizations, promoting context-sensitive redevelopment, and address disinvestment occurring in multifamily housing complexes.
- Create sustainably designed neighborhoods that provide safe and beautiful local streets with access to commercial and civic needs within a five minute walk through the development of transit-oriented neighborhoods.
- Support neighborhoods that coexist with nature, reducing hazards related to storms and flooding, protect significant natural features, and promote a network of green infrastructure, and other green amenities for the community.

- Expand and maintain affordable housing in the City by promoting community involvement, support long-term affordability, and support community partners to continue their work in expanding housing affordability and building household wealth.
- Provide shelter and assistance for underprivileged residents to have access to homeless shelter services, access to transitional housing, and support faith-based organizations working to improve employment, housing, and health opportunities for impoverished households in Greenville.

The plan lists potential actions to address this goal, including:

- Adopting new residential zoning districts and standards for existing and future traditional neighborhoods.
- Convene organizations to discuss challenges and strategies for impoverished households such as faith-based organizations and other experts.
- Updating HUD Consolidated Plans to assess the local affordable housing and community development needs.
- Adopting a voluntary inclusionary housing ordinance to encourage the development of workforce housing.
- Continue to conduct the audit of neighborhood area plans to determine the progress made on the implementation and current relevance of each plan's goals and policies.
- Develop strategies to address neighborhood reinvestment, disinvestment in apartment complexes, and ways to stabilize and revitalize the University Neighborhood.

Stakeholders interviewed as part of this planning process also emphasized the need for quality affordable housing close to jobs, resources, and transportation, including a particular needs for 'missing middle' housing. Affordable, accessible housing is of particular need for seniors, people with disabilities, and people transitioning from homelessness. Finally, there is a need for rehabilitation of existing housing stock to increase the supply of high-quality affordable housing. For these reasons, there is a growing need to devote resources to the development of affordable housing with access to jobs, services, and transportation.

4. HOW DO THE SKILLS AND EDUCATION OF THE CURRENT WORKFORCE CORRESPOND TO EMPLOYMENT OPPORTUNITIES IN THE JURISDICTION?

The 2020 CEDS for the Mid-East Commission, which serves Pitt County, identified there is an aging workforce in the region with a large percentage of the workforce due to retire in the next decade. There is also a low wage economy that fails to provide discretionary income to adequately support retail and service workers. The average public educational achievement in the region also lags behind state averages which also lags behind national averages. This has resulted in a large share of the workforce having a need for basic work readiness. There is an opportunity to continue the training and retraining of the current adult workforce to attract higher skill and higher wage employers. The region can also promote technical training and trade school opportunities for students not attending college. There are also several assets the region can utilize to promote and encourage entrepreneurship or recruit early retirees interested in owning a business and continue the expansion of economic development.

5. DESCRIBE ANY CURRENT WORKFORCE TRAINING INITIATIVES, INCLUDING THOSE SUPPORTED BY WORKFORCE INVESTMENT BOARDS, COMMUNITY COLLEGES AND OTHER ORGANIZATIONS. DESCRIBE HOW THESE EFFORTS WILL SUPPORT THE JURISDICTION'S CONSOLIDATED PLAN.

Workforce development programs in Greenville focus on training workers in high-demand, well-paying industries and connecting job seekers with regional employers in these sectors. The Pitt County Community College Workforce Development Department is a key career counseling and resource center for training and educational needs and offers programs through the Advanced Manufacturing Institute, and apprenticeship program, a BioWork Certificate program, food and nutrition services employment and training, and other continuing education opportunities. The department works closely with employers and partners to understand their workforce needs and ensure they deliver training solutions that best fit their business' goals and strategies.

6. DOES YOUR JURISDICTION PARTICIPATE IN A COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS)?

IF SO, WHAT ECONOMIC DEVELOPMENT INITIATIVES ARE YOU UNDERTAKING THAT MAY BE COORDINATED WITH THE CONSOLIDATED PLAN? IF NOT, DESCRIBE OTHER LOCAL / REGIONAL PLANS OR INITIATIVES THAT IMPACT ECONOMIC GROWTH.

The City of Greenville participated in the Mid-East Commission Comprehensive Economic Development Strategy (updated in 2020) prepared by the North Carolina Mid-East Commission which serves Pitt County. The strategy serves as the Comprehensive Economic Development Strategy (CEDS) in accordance with the U.S. Economic Development Administration's requirements, and as a guide for policies, programs, and investments to support economic development in the region.

Activities that the City anticipates undertaking over the next five years will support several of the strategies listed in the CEDS, including increasing investment in public infrastructure and amenities and developing affordable housing tools that address the need for improved housing quality and affordability. The City will also continue to work with regional workforce development stakeholders to support job training and employment readiness education.

MA-50 NEEDS AND MARKET ANALYSIS DISCUSSION

1. ARE THERE AREAS WHERE HOUSEHOLDS WITH MULTIPLE HOUSING PROBLEMS ARE CONCENTRATED (INCLUDE A DEFINITION OF "CONCENTRATION")?

HUD defines four types of housing problems: (1) cost burden of more than 30%, (2) more than 1 person per room, (3) lack of complete kitchen facilities, and (4) lack of complete plumbing facilities. The HUD-provided map on the following page shows the share of households within each census tract that have at least one of these housing problems.

The concentration of households with housing needs is defined as a census tract where more than 40% of households have at least one housing need. Using this definition, there are 7 census tracts with a concentration of housing problems in Greenville.¹⁰ A large portion of the city of Greenville faces at least one housing need. Census tracts with high concentrations of households with housing problems tend to be located near the central part of the city where housing is more expensive, and the population is most dense. However, tracts 6.01 and 602, which make up the majority of east Greenville, also contain a high percentage of households with housing problems, as well as tracts 201 and 502 in west Greenville.

2. ARE THERE ANY AREAS IN THE JURISDICTION WHERE RACIAL OR ETHNIC MINORITIES OR LOW-INCOME FAMILIES ARE CONCENTRATED (INCLUDE A DEFINITION OF "CONCENTRATION")?

Concentration is defined as a census tract in which more than 50% of residents are people of color. All the tracts with a concentration of racial or ethnic minorities are populated by predominantly Black/African American residents. Tract 7.02 contains the highest concentration of minorities in Greenville, with Black/African American residents making up over 90% of the population. The populations of other racial or ethnic minority groups are not significant enough to comprise more than 50% of any census tract in Greenville.

Additionally, there is a methodology developed by HUD that combines demographic and economic indicators to identify racially or ethnically concentrated areas of poverty

¹⁰ HUD AFFHT0006

(R/ECAPs). These areas are defined as census tracts that have an individual poverty rate of 40% or more (or an individual poverty rate that is at least three times that of the tract average for the metropolitan area, whichever is lower) and a non-white population of 50% or more. According to this definition, there are currently 4 census tracts within Greenville that are considered R/ECAPs – tracts 1.02, 3.03, 7.01, and 7.02. With the exception of tract 3.03, located in northeast Greenville, all of these R/ECAPs are located near central Greenville.

3. WHAT ARE THE CHARACTERISTICS OF THE MARKET IN THESE AREAS / NEIGHBORHOODS?

As tracts with high concentrations of housing problems, racial/ethnic minorities, and low-income households are scattered throughout Greenville, market characteristics vary. However, the majority of census tracts within the city contain households that are considered cost burdened, spending 30% or more of household income on housing costs. This cost burden is more common among renters, but owner households with mortgages are also commonly cost-burdened, especially in tracts 1.01 and 7.01 located in central Greenville. These neighborhoods tend to be comprised of a mix of single-family homes and multifamily apartments.

4. ARE THERE ANY COMMUNITY ASSETS IN THESE AREAS / NEIGHBORHOODS?

Tracts near central Greenville can easily access resources such as the library, community center, schools, East Carolina University, and the Greenville Museum of Art. The medical district is in west Greenville and provides residents with job opportunities and healthcare services. Additionally, the public transit network is centered in these areas.

5. ARE THERE OTHER STRATEGIC OPPORTUNITIES IN ANY OF THESE AREAS?

Due to their central location, these areas serve as prime opportunities for higher-density developments. The City's 2026 Horizon's Plan also details efforts to revitalize the West Greenville neighborhood through blight renovation, community gardens, improved infrastructure, and park/community center development.

MA-60 BROADBAND NEEDS OF HOUSING OCCUPIED BY LOW- AND MODERATE-INCOME HOUSEHOLDS: 91.210(A), 91.310(A)(2)

1. DESCRIBE THE NEED FOR BROADBAND WIRING AND CONNECTIONS FOR HOUSEHOLDS, INCLUDING LOW- AND MODERATE-INCOME HOUSEHOLDS AND NEIGHBORHOODS.

Broadband connectivity is a vital community resource that offers citizens access to employment, education, and other personal enrichment opportunities found through the internet. Disparities in broadband access – particularly for low-to-moderate income households – can create a “digital divide” that limits personal and professional opportunities. In 2015, the FCC defined broadband as internet access with download speeds of 25 Megabits per second (Mbps) and upload speeds of 3 Mbps (otherwise notated as 25/3). With broadband access, internet users can partake in file downloading, video streaming, email and other critical features that are necessary for modern communications.

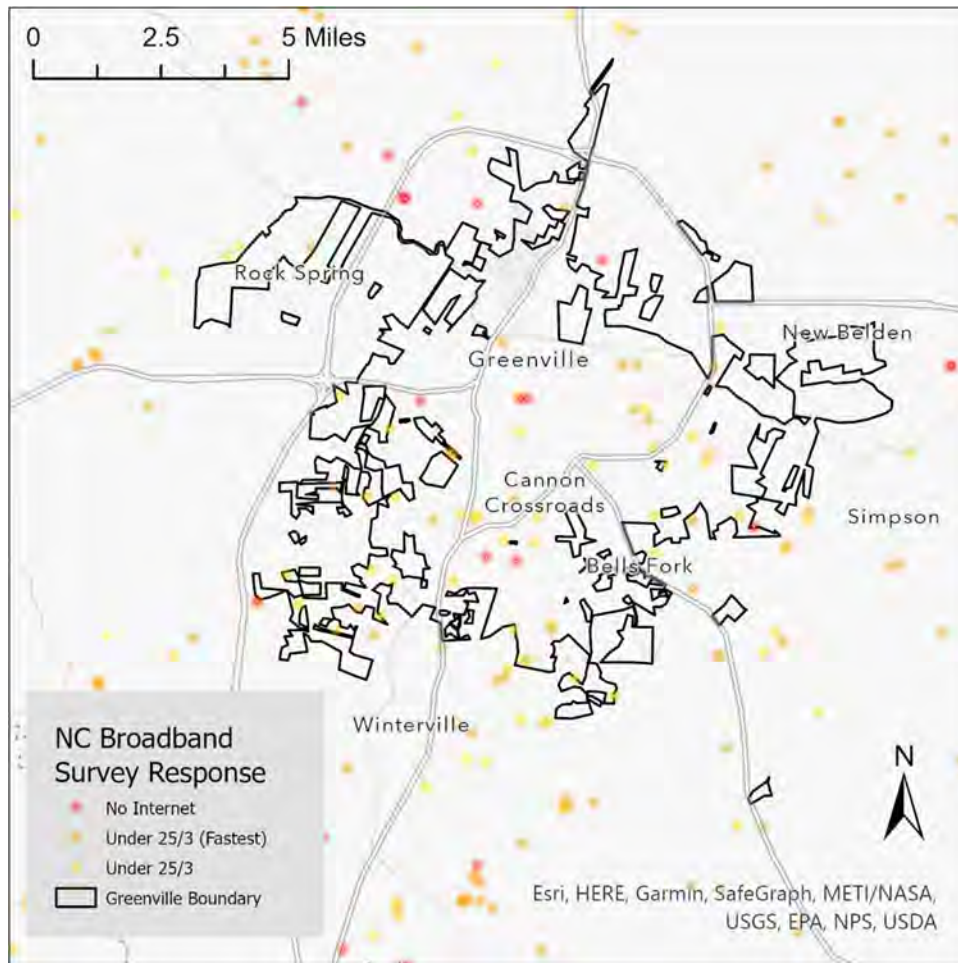
Pitt County’s most recent coverage is captured in the Federal Communications Commission’s collection of self-reported data from internet service providers. The FCC Form 477 provider reported data on broadband service at a census block level, all facilities-based providers are required to file data with the FCC twice a year. This data indicates where they offer internet access service at speeds over 200 kbps in at least one direction. Providers also report the deployment of a particular technology and bandwidth in a census block; however, this does not indicate that service is available everywhere in the same block. Many sources¹¹ have criticized this FCC data, noting that any census block with at least one residential or business broadband consumer is identified as a census block that is being “served”.

The map for Broadband Planning aimed at identifying underserved areas across North Carolina displays majority of Greenville receives service speeds under 25/3, or 25 Mbps download speed with 3 Mbps upload speed, which is considered “high-speed”. However, there are clusters of areas that report no internet service is available, particularly within

¹¹ FCC. “About.” Fixed Broadband Deployment. <https://broadbandmap.fcc.gov/#/about>

the R/ECAPs portion of Greenville where there is a high racial concentration of poverty. There is another cluster of blocks receiving no internet service in the southern portion of Greenville.

FIGURE 9: BROADBAND SURVEY RESPONSE MAP, 2021



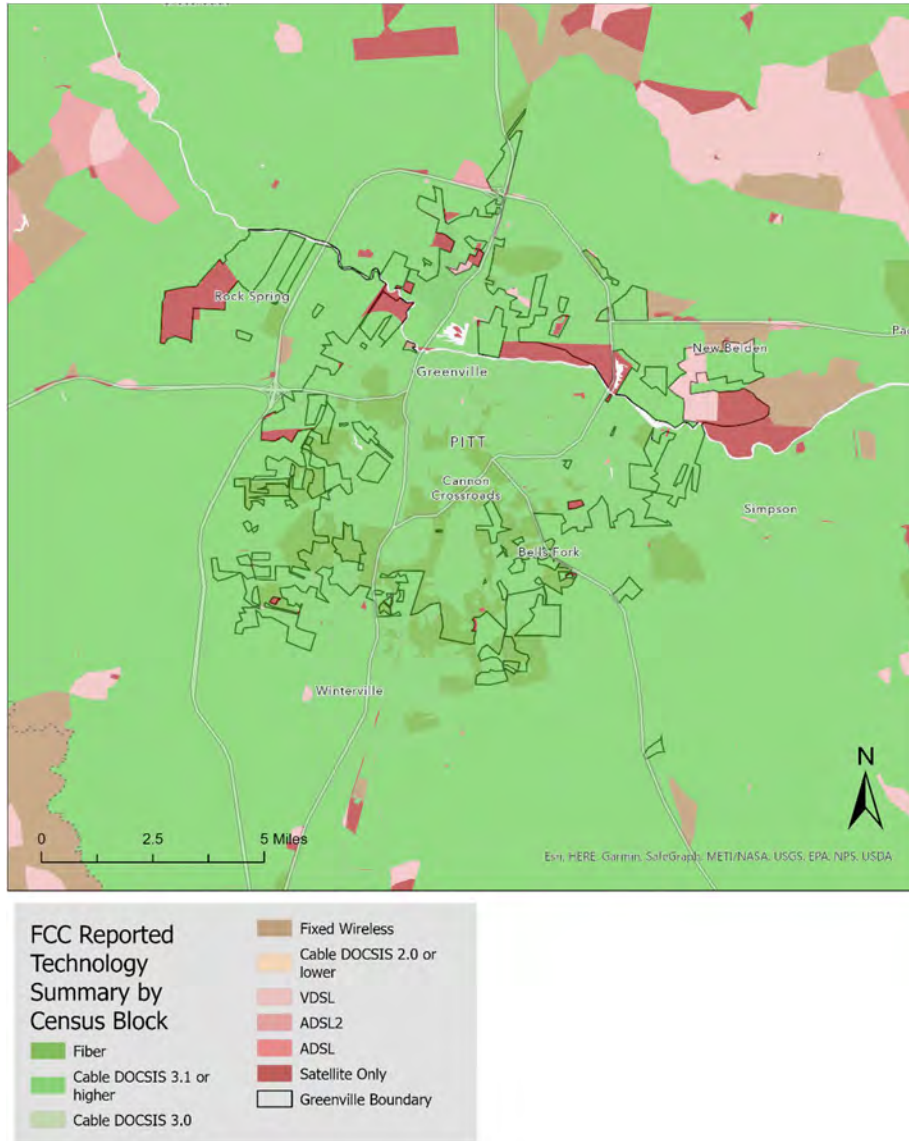
Source: NC Broadband Planning 2021, <https://www.nconemap.gov/pages/broadband>

2. DESCRIBE THE NEED FOR INCREASED COMPETITION BY HAVING MORE THAN ONE BROADBAND INTERNET SERVICE PROVIDER SERVE THE JURISDICTION.

Several internet technologies are available in Pitt County at broadband speeds, including fiber, cable, ADSL, wireless, and satellite. There are at least 6 residential internet providers covering 100% of the County. Fiber is offered by CenturyLink with limited coverage (10.66% reported availability), and additionally offers DSL with 98.53% availability. Cable is also offered through Suddenlink and Spectrum. US Cellular and T-Mobile Home Internet provide fixed wireless, 4G and 5G home internet. The FCC Reported Technology Map indicates majority of the city receives Cable DOCSIS 3.1 or higher and majority of blocks located in the South-West of the city that receive fiber.

The North Carolina Division of Broadband and Digital Equity defines the digital divide as “a gap between those who have access to technology, the internet and digital literacy training, and those who do not”. It notes those affected the most by the digital divide include school children, the workforce and employers, healthcare patients, and residents. The NC division additionally notes fiber delivers data at faster speeds than DSL and cable, therefore, having more providers in Pitt County will increase the availability of fiber for residents and ensure there is equitable access throughout Greenville.

FIGURE 10: FCC REPORTED TECHNOLOGY SUMMARY BY CENSUS BLOCK



Source: NC Broadband Planning 2021, <https://www.nconemap.gov/pages/broadband>

MA-65 HAZARD MITIGATION: 91.210(A)(5), 91.310(A)(3)

1. DESCRIBE THE JURISDICTION'S INCREASED NATURAL HAZARD RISKS ASSOCIATED WITH CLIMATE CHANGE.

Hazard Mitigation Planning for the City of Greenville and Pitt County, North Carolina is conducted jointly by all counties in the Neuse River Basin region, including, Greene, Wayne, Lenoir, and Jones counties, with Pitt County serving as the lead agency for the planning effort. On September 18, 2020, FEMA approved the Neuse River Basin Regional Hazard Mitigation Plan. The Hazard Mitigation Plan describes several extreme weather events that can be attributed to climate change. The plan conducted a risk assessment that identified and profiled hazards that pose a risk to the planning area, assessed the planning area's vulnerability to these hazards, and examined each jurisdiction's capabilities to mitigate them. These events include:

- **Dam Failure** (Pitt County Impact Score: 2.4)
- **Drought** (Pitt County Impact Score: 2.8)
- **Earthquake** (Pitt County Impact Score: 1.9)
- **Extreme Heat** (Pitt County Impact Score: 3.3)
- **Flood** (Pitt County Impact Score: 3.0)
- **Hurricane and Tropical Storm** (Pitt County Impact Score: 3.3)
- **Severe Weather** (Thunderstorm Winds, Lightning, and Hail): (Pitt County Impact Score: 3.2)
- **Severe Winter Storm** (Pitt County Impact Score: 3.0)
- **Tornado** (Pitt County Impact Score: 3.0)
- **Wildfire** (Pitt County Impact Score: 2.8)

Events with the highest impact score in Pitt County are extreme heat, hurricane and tropical storm, and severe weather.

2. DESCRIBE THE VULNERABILITY TO THESE RISKS OF HOUSING OCCUPIED BY LOW- AND MODERATE-INCOME HOUSEHOLDS BASED ON AN ANALYSIS OF DATA, FINDINGS, AND METHODS.

The vulnerability of low- and moderate-income households to hazards associated with climate change is an important consideration for jurisdictions and regions in planning

for environmental resiliency. In its September 2021 report, “Climate Change and Social Vulnerability in the United States,” the US EPA identifies low-income earners, minorities, elderly adults, and persons with less than a high school diploma as “socially vulnerable.” Socially vulnerable persons are described as having a reduced capacity to “cope with and recover from climate change impacts”. Socially vulnerable groups are also more likely to live in poorer neighborhoods with lower elevations and poorly maintained infrastructure

For these reasons, it is important that jurisdictions prioritize adaptation actions to support vulnerable populations. American Community Survey 5-Year Estimates for 2021 show that:

- An estimated 10,507 of the city’s 37,507 households (28%) have incomes of less than \$25,000 per year, and
- An estimated 21,423 of the 81,683 residents in the city, or 26%, were living below the poverty level in the past 12 months.

A large proportion of the city’s residents have reduced capacity to prepare for and cope with the impacts of climate change, and the City of Greenville should prioritize actions that support these populations in preparing for and coping with these impacts.

V. STRATEGIC PLAN

SP-05 OVERVIEW

Strategic Plan Overview

This strategic plan will guide the allocation of Greenville’s CDBG and HOME funding during the 2023-2027 planning period. Goals for the 2023-2027 period focus on high priority needs identified through data analysis, community input, consultation with Greenville staff and partner agencies, and a review of relevant recently completed plans and studies. The priority and goal sections of this strategic plan describe anticipated activities within each of several broader areas to which the City of Greenville will allocate funding. The City will rely on partnerships with local agencies and internal City departments to achieve its Consolidated Plan goals and address priority needs.

SP-10 GEOGRAPHIC PRIORITIES: 91.215(A)(1)

Geographic Area

TABLE 46. GEOGRAPHIC PRIORITY AREAS

1	Center City Revitalization Area	
	Target area type	Local target area
	Revital type	Comprehensive
	Neighborhood boundaries	The City Center Revitalization Area is located just west of Eastern Carolina University. It is bordered by the West Greenville Revitalization Area to the west, the Tar River to the north, the university to the east, and 12 th and 14 th street to the south.
	Housing and commercial characteristics	The area is mostly residential with some commercial and industrial sites. Some housing and commercial buildings are in need of rehabilitation.
	Target area needs	Needs in the Center City Revitalization Area include housing rehabilitation, new affordable housing development, investments in public infrastructure and facilities, and support for economic development and employment.
	Opportunities for improvement	Opportunities in the Center City Revitalization Area include investing in affordable housing for rental and ownership while maintaining neighborhood identity and avoiding displacement of current residents; funding improvements to public facilities such as neighborhood schools, community centers, cultural centers, and libraries; supporting economic development and employment opportunities; developing community partnerships to improve access to education, healthcare, and employment; and investing in public infrastructure improvements, including streetscapes and sidewalks.
	Barriers to improvement	The primary barriers to improvement in the target area are a lack of funding and limited private investment.
2	West Greenville NRSA	
	Target area type	Strategy area
	HUD approval date	06/16/2015
	Neighborhood boundaries	The West Greenville NRSA is a 667.6-acre area located west of downtown Greenville and the East Carolina University area, east of the Medical Center, north of the Tar River, and south of the 10th street connector. The NRSA is made up of portions of three (3) qualifying census tracts, 7.01, 7.02, and 1, which overlap the entire West Greenville Redevelopment Area.
	Housing and commercial characteristics	While the NRSA includes residential, industrial, and commercial uses, residential units comprise about 84% of structures.

Target area needs	Residents identified the need for public infrastructure improvements such as improved lighting, more sidewalks, additional covered bus stops and other improvements to transportation in the area. There is also a need to remove blight, rehabilitation of both owner-occupied and renter-occupied homes, and rehabilitation of historical structures. There is also a need for public services for increasing jobs and economic development activities.
Opportunities for improvement	Opportunities in the West Greenville NRSA include increasing the stock of affordable housing for LMI individuals; maintaining the current housing stock through rehabilitation; increasing homeownership through down payment assistance; investing in public infrastructure, including the West 5 th Street Corridor and sidewalk improvements; recruiting economic activity, including a grocery store and additional businesses; and supporting job creation and training.
Barriers to improvement	The primary barriers to improvement in the target area are a lack of funding and limited private investment.

General Allocation Priorities

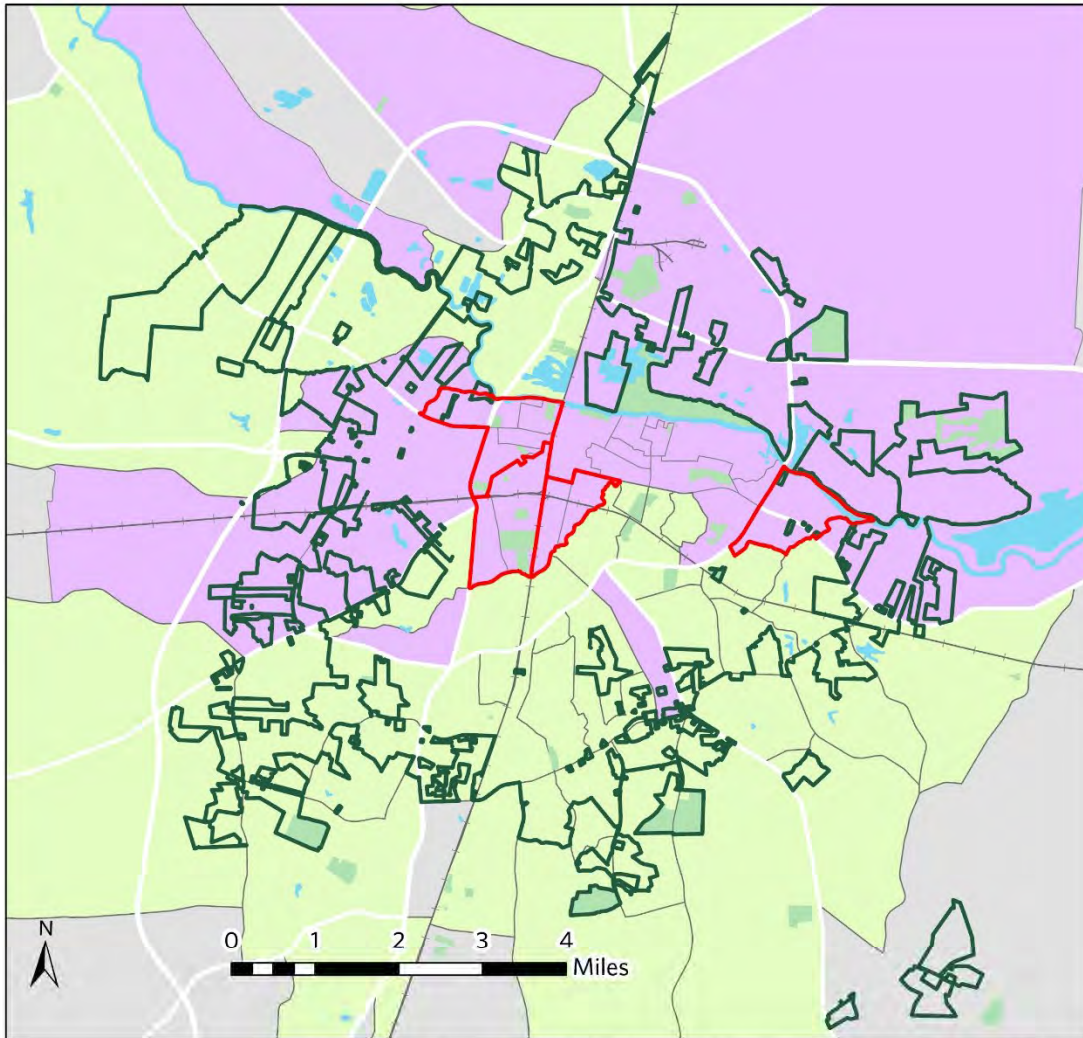
1. DESCRIBE THE BASIS FOR ALLOCATING INVESTMENTS GEOGRAPHICALLY WITHIN THE JURISDICTION (OR WITHIN THE EMSA FOR HOPWA).

Each year, the City of Greenville will select projects and activities that meet the priorities and goals identified in the Consolidated Plan. The City strives to fund projects that serve areas with the greatest need as determined by factors such as percentage of low- and moderate-income population, substandard housing stock, and need for other improvements. Additionally, the City funds projects that address priority needs of income-eligible households and special needs populations living throughout the city. Target areas for the use of HUD grant funds include the West Greenville NRSA and the Center City Revitalization Area. These areas of the city were identified as areas with the greatest needs for revitalization, community improvements, and increased access to opportunity in mapping and data analysis for the City’s Consolidated Plan and Assessment of Fair Housing. These areas include the city’s census tracts designated as Racially/ Ethnically Concentrated Areas of Poverty (R/ECAPs). Figure 11 identifies low- and moderate-income block groups (51% or more low- and moderate-income population) in Greenville.

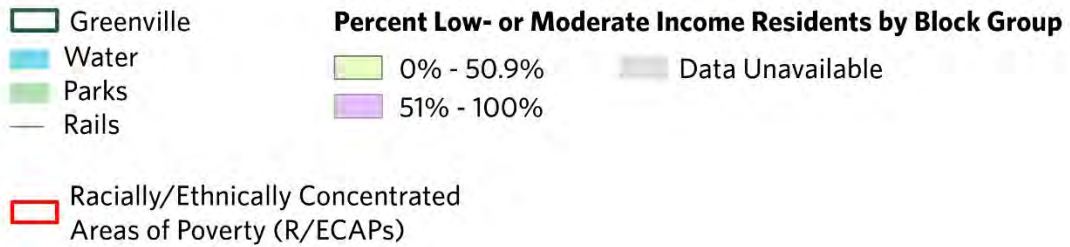
This process utilizes a variety of methods to select projects, such as consultation with City staff and current subrecipients, implementation of other standing City plans, and formal Requests for Proposals. Projects and activities must best meet priority needs

based on project eligibility, availability of funds, number of anticipated beneficiaries served, and readiness to proceed.

FIGURE 11: PERCENT LOW- AND MODERATE-INCOME RESIDENTS BY BLOCK GROUP



Source: HUD FY 2022 ACS 5-Year 2011-2015 Low- and Moderate-Income Summary Data



*'Low-income' includes residents with incomes up to 50 percent of the Area Median Income (AMI), and 'moderate-income' includes residents with incomes greater than 50 percent AMI and up to 80 percent AMI.

SP-25 PRIORITY NEEDS: 91.215(A)(2)

Priority Needs

During the development of the Consolidated Plan, seven priority needs were identified. Each of the needs is described in the table that follows along with a basis for its priority designation and the populations to be served. Priority needs include housing affordability and condition, homeless needs, infrastructure and public facility improvements, public services, economic development, fair housing, and program administration.

TABLE 47. PRIORITY NEEDS SUMMARY

Priority Need	Housing Affordability and Condition
Priority level	High
Population(s) served	Extremely low income Low income Moderate income Large family Families with children Elderly/frail elderly Public housing residents People with disabilities
Geographic area(s) affected	Citywide
Associated goals	Improve housing access and quality
1 Description	Activities to be funded under this priority include but are not limited to: <ul style="list-style-type: none"> Affordable rental housing, including housing with services, for under 50-60% AMI. Affordable homeownership opportunities. Home repair assistance, especially for senior homeowners. Energy efficiency improvements. Rental rehabilitation or programs to prevent displacement due to redevelopment. Senior housing, including assistance for seniors at-risk of homelessness. Housing options with supportive services/case management for people with mental health needs. Affordable housing in areas with access to transportation, jobs, and other community resources. Assistance with accessing housing (application fees, background checks, issues with past evictions, Housing Choice Voucher acceptance).

	Basis for priority	CHAS data analyzed for this Plan indicates high levels of housing cost burden. Community members noted the need for rehab and repair of housing and a greater supply of affordable rental and for-sale housing. The top-rated housing needs from the community survey included help with rental payments, rehabilitation of affordable rental housing/ apartments, elderly or senior housing, construction of new affordable rental units, family housing, and housing for people with disabilities. Diverse and affordable housing options are also prioritized in The Center City- West Greenville Revitalization Plan and in Horizons 2026, Greenville’s Community Plan.
2	Priority Need	Homeless Needs
	Priority level	High
	Population(s) served	Chronic homelessness Homeless individuals Homeless families with children Homeless persons with mental illness Homeless persons with chronic substance abuse Homeless veterans Homeless persons with HIV/AIDS Homeless victims of domestic violence Homeless unaccompanied youth
	Geographic area(s) affected	Citywide
	Associated goals	Provide housing and services for people experiencing or at-risk of homelessness
	Description	Activities to be funded under this priority include: <ul style="list-style-type: none"> • Homelessness prevention and diversion, including for seniors and through school districts. • Case management and wrap-around services focused on homelessness prevention and diversion. • Transitional housing, including for victims of domestic violence. • Housing assistance for youth aging out of foster care. • Programs that are flexible to support a variety of needs (short-term vs longer-term assistance, varying levels of case management, etc.). • Mental health and substance abuse services.
	Basis for priority	Residents and stakeholders indicated a high level of need for homelessness prevention and diversion, transitional and permanent supportive housing, and case management and supportive services. Community survey respondents identified transitional/supportive housing programs, homelessness prevention, and supportive services/ case management as the top homeless needs. The Horizons 2026 Community Plan and the 10-Year Plan to End Homelessness in Pitt County (Mid Term Report, 2014) both echo these needs.
3	Priority Need	Infrastructure and Public Facility Improvements
	Priority level	High

	Population(s) served	Extremely low income Low income Moderate income Families with children Elderly People with disabilities Non-housing community development
	Geographic area(s) affected	Center City Revitalization Area, West Greenville NRSA
	Associated goals	Improve public facilities and infrastructure
	Description	Activities to be funded under this priority include: <ul style="list-style-type: none"> • Infrastructure to support affordable and/or small-lot housing • Sidewalks • Street improvements • Street lighting • High speed internet access • Parks
	Basis for priority	Survey respondents identified community centers (e.g., youth centers, senior centers, cultural centers) and homeless centers as the greatest public facility needs. Survey respondents identified street/road improvements and high-speed internet access as the greatest public infrastructure needs. The Center City- West Greenville Revitalization Plan and in Horizons 2026 Community Plan detail specific public facility and infrastructure needs.
	4	Priority Need
Priority level		High
Population(s) served		Extremely low income Low income Moderate income Families with children Elderly People with disabilities Homeless individuals and families Victims of domestic violence
Geographic area(s) affected		Citywide
Associated goals		Provide public services

	Description	<p>Activities to be funded under this priority include:</p> <ul style="list-style-type: none"> • Domestic violence services • Abused and neglected children services • Senior programs, including transportation assistance and support programs • Food access assistance • Mental health services • Youth activities/afterschool activities • Childcare centers • Children/family services • Literacy programs for adults • Financial literacy and first-time homebuyer classes • Fair housing education and enforcement • Public transportation/transportation assistance • Small business support
	Basis for priority	<p>Respondents to the community survey prioritized health and mental health services, childcare, housing counseling, substance abuse/crime prevention, youth services/programs, and fair housing activities as areas of highest need. The need to support community organizations and programs to improve employment, childcare, housing, health, and youth services is also prioritized in the Horizons 2026 Community Plan and The Center City- West Greenville Revitalization Plan.</p>
	Priority Need	Economic Development
	Priority level	High
	Population(s) served	<p>Extremely low income Low income Moderate income Non-housing community development</p>
	Geographic area(s) affected	Citywide
	Associated goals	Promote economic development
5	Description	<p>Activities to be funded under this priority include:</p> <ul style="list-style-type: none"> • Small business financial and technical assistance • Façade or other property improvements for small businesses • Microenterprise development • Public facilities and improvement to support economic development • Job training
	Basis for priority	<p>Incentives for creating jobs, small business assistance, and redevelopment or demolition of blighted properties were noted as high needs by residents and stakeholders in the community survey, stakeholder interviews, and community workshops. Redevelopment incentives, incentives for creating living wage jobs, job training, and support for entrepreneurship are also prioritized in the Horizons 2026 Community Plan. The Center City- West Greenville Revitalization Plan details additional economic development needs for those areas.</p>
6	Priority Need	Fair Housing

	Priority level	High
	Population(s) served	All
	Geographic area(s) affected	Citywide
	Associated goals	Planning and administration
	Description	<p>Assist eligible households including but not limited to:</p> <ul style="list-style-type: none"> Fair housing education services to help residents, community organizations, and housing providers understand fair housing rights and responsibilities. Consumer education around landlord-tenant issues. Fair housing education and enforcement for people with limited English proficiency.
	Basis for priority	Input from community members indicates a need for additional fair housing education and awareness of available community resources, including for those most at-risk of housing discrimination. The City's Assessment of Fair Housing calls for continued fair housing activities, among other recommendations.
	Priority Need	Program Administration
7	Priority level	High
	Population(s) served	All
	Geographic area(s) affected	Citywide
	Associated goals	Planning and administration
	Description	Support general administration, planning, and staff costs for the City's CDBG and HOME programs.
	Basis for priority	Program administration costs associated with the coordination and delivery of services to Greenville, NC residents.

SP-30 INFLUENCE OF MARKET CONDITIONS: 91-215(B)

Influence of Market Conditions

TABLE 48. INFLUENCE OF MARKET CONDITIONS

Affordable Housing Type	Market Characteristics that Will Influence the Use of Funds Available for Housing Type
Tenant Based Rental Assistance (TBRA)	High level of cost burdens among low-income households; waiting lists for assisted housing units; and need for short-term rental assistance for homeless individuals and families transitioning to permanent housing. Currently, TBRA is provided through HUD's Section 8 Housing Choice Voucher program administered through local housing authorities. According to HUD's 2021 A Picture of Subsidized Housing data, the Housing Authority of the City of Greenville provides 714 public housing units, 821 tenant-based housing choice vouchers, and 451 project based section 8 units for a total of 2,031 total units, (See Section NA-35).
TBRA for Non-Homeless Special Needs	High level of cost burdens among low-income households, including non-homeless special needs populations; waiting lists for assisted housing units for seniors and people with disabilities.
New Unit Production	Age and condition of housing; waiting lists at existing assisted housing developments; high occupancy rates and rental rates; sales prices unaffordable to low/moderate income households.
Rehabilitation	Age and condition of housing; issues related to substandard housing, especially for low-income renters; need for home repairs for seniors and other homeowners, including lead-based paint remediation.
Acquisition (including preservation)	Subsidized housing developments anticipated to age out of their affordability period; age, condition, and availability of multifamily properties suitable for acquisition/rehabilitation; vacant/hazardous buildings identified through code enforcement.

SP-35 ANTICIPATED RESOURCES: 91.215(A)(4), 91.220(C)(1, 2)

Introduction

The table below shows the City of Greenville’s CDBG and HOME allocations for the 2023-2024 program year, along with an estimate of anticipated grant funding for the remaining four years covered by this Consolidated Plan. This conservative estimate assumes that funding (annual allocations and program income) over those four years will be 90% of the 2023 allocation. The City of Greenville seeks to use its CDBG and HOME funds to serve the needs of low- to moderate-income persons and households in partnership with capable agencies, including public and private partners, developers, financial lending institutions, and nonprofits.

ANTICIPATED RESOURCES

TABLE 49. ANTICIPATED RESOURCES

Program	Source of Funds	Uses of Funds	EXPECTED AMOUNT AVAILABLE YEAR 1				Expected Amount Available Remainder of ConPlan (\$)	Narrative Description
			Annual Allocation (\$)	Program Income (\$)	Prior Year Resources (\$)	Total (\$)		
CDBG	Public- Federal	Acquisition Admin and planning Economic development Housing Public improvements Public services	\$963,874	\$0	\$0	\$963,874	\$3,469,946	The expected amount available for the remainder of the Con Plan is four times 90% of the 2023 annual allocation.
HOME	Public- Federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$599,237	\$0	\$0	\$599,237	2,157,253	The expected amount available for the remainder of the Con Plan is four times 90% of the 2023 annual allocation.

1. EXPLAIN HOW FEDERAL FUNDS WILL LEVERAGE THOSE ADDITIONAL RESOURCES (PRIVATE, STATE AND LOCAL FUNDS), INCLUDING A DESCRIPTION OF HOW MATCHING REQUIREMENTS WILL BE SATISFIED.

Greenville, NC meets HUD’s 2021 fiscal distress criteria and thus qualifies for a 50% reduction in match requirements under the HOME program. This determination is based on the city’s poverty rate and per capita income in relation to federal standards. The city’s poverty rate was 31.4% in 2021, which is above the federal threshold for poverty (18.0%). The city’s per capital income was \$24,567, slightly above the federal standard of \$24,306. As a result, the City of Greenville qualifies for a 50% HOME Program match reduction under HUD’s “fiscal distress” criteria. The City has leveraged funds through the local bond program, the North Carolina Housing Finance Agency, private lending institutions, and affordable housing developers.

2. IF APPROPRIATE, DESCRIBE PUBLICLY OWNED LAND OR PROPERTY LOCATED WITHIN THE JURISDICTION THAT MAY BE USED TO ADDRESS THE NEEDS IDENTIFIED IN THE PLAN.

The City of Greenville has acquired properties in geographic priority areas and may combine and subdivide these properties for development of affordable owner-occupied, lease-purchase, and/or rental housing.

SP-40 INSTITUTIONAL DELIVERY STRUCTURE: 91.215(K)

1. EXPLAIN THE INSTITUTIONAL STRUCTURE THROUGH WHICH THE JURISDICTION WILL CARRY OUT ITS CONSOLIDATED PLAN INCLUDING PRIVATE INDUSTRY, NON-PROFIT ORGANIZATIONS, AND PUBLIC INSTITUTIONS.

TABLE 50. INSTITUTIONAL DELIVERY STRUCTURE

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
North Carolina Balance of State Continuum of Care	Continuum of Care	Homelessness	State
Greenville Housing Authority	PHA	Public Housing/Rental	Jurisdiction
Greenville Planning and Development Services Department	Government	Planning	Jurisdiction
Habitat for Humanity Pitt County	CHDO	Affordable Housing - Ownership	Jurisdiction
Community Crossroads Center	Non-profit organization	Homelessness	Jurisdiction
Literacy Volunteers – Pitt County	Subrecipient	Services – Education	Jurisdiction
Center for Family Violence Prevention	Subrecipient	Services – Domestic Violence	Region
Pitt County	Government	Homelessness	Jurisdiction
LIFE of North Carolina/STRIVE	Non-profit organization	Economic Development	Jurisdiction
Metropolitan Housing and CDC, Inc.	CHDO	Ownership/Rental	Jurisdiction
Greenville Housing Development Corporation	Non-profit organization	Financial & homebuyer counseling	Jurisdiction

Assessment of Strengths and Gaps in the Institutional Delivery System

Because of Greenville’s relatively small population and rural nature, most base services come from a county level; additionally, the city relies very heavily on local non-profits for most community resources and services. Greenville has a thriving network of non-profits interested in serving the public; however, during the community feedback process the leaders of a great many of these nonprofits shared that collaboration between the city and its non-profit network is subpar, as are funding opportunities and the funding application process. In particular, some non-profit service providers mentioned that the city imposes costly audit requirements not required by HUD for non-profits who wish to apply for CDBG funding, rendering the process inaccessible to smaller organizations who cannot fund this yearly expense without the very grants to which they are prohibited from applying. In addition, some organizational leaders and community members from broader Pitt County expressed a perception of a generalized lack of collaboration between the city and county, especially around resource distribution.

Because Greenville necessarily relies so heavily on both the county and its non-profits to deliver services to its residents, it is imperative that the city, county, and non-profits develop a more organized collaborative framework in addition to a simplified funding process. In its current state, a lack of a collaborative framework or agreement is hindering the city’s ability to deliver community services, especially around homelessness outreach/prevention and poverty reduction.

AVAILABILITY OF SERVICES TARGETED TO HOMELESS PERSONS AND PERSONS WITH HIV AND MAINSTREAM SERVICES

TABLE 51. HOMELESS PREVENTION SERVICES SUMMARY

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
HOMELESSNESS PREVENTION SERVICES			
Counseling / Advocacy	X	X	
Legal Assistance	X		
Mortgage Assistance	X		
Rental Assistance	X		
Utilities Assistance	X		
STREET OUTREACH SERVICES			
Law Enforcement	X	X	
Mobile Clinics	X		X
Other Street Outreach Services		X	
SUPPORTIVE SERVICES			
Alcohol AND Drug Abuse	X		
Child Care	X		
Education	X		
Employment and Employment Training	X		
Healthcare	X		X
HIV / AIDS			X
Life Skills	X		
Mental Health Counseling	X		X
Transportation	X	X	
OTHER			
Other			

2. DESCRIBE HOW THE SERVICE DELIVERY SYSTEM INCLUDING, BUT NOT LIMITED TO, THE SERVICES LISTED ABOVE MEET THE NEEDS OF HOMELESS PERSONS (PARTICULARLY CHRONICALLY HOMELESS INDIVIDUALS AND FAMILIES, FAMILIES WITH CHILDREN, VETERANS AND THEIR FAMILIES, AND UNACCOMPANIED YOUTH).

Greenville's city specific homeless services come almost entirely from Community Crossroads Center, which, in addition to providing 98 shelter beds, provides case management assessment and networks with other service providers to connect homeless individuals to agencies and organizations that can assist with their needs. Other non-profits exist in Greenville with missions to serve the homeless community, but the city has not previously partnered with them.

3. DESCRIBE THE STRENGTHS AND GAPS OF THE SERVICE DELIVERY SYSTEM FOR SPECIAL NEEDS POPULATION AND PERSONS EXPERIENCING HOMELESSNESS, INCLUDING, BUT NOT LIMITED TO, THE SERVICES LISTED ABOVE.

Greenville's work towards housing affordability has the potential to meet the needs of special needs populations within the city, who, as discussed in MA-35, are especially impacted by issues of housing affordability and accessibility. In particular, the city's Affordable Housing Home Loan Committee exists to provide loans for first time homebuyer down payment assistance, home mortgages, and elderly homeowner rehabilitation loans; to make recommendations to City Council regarding the purchase of land to be used for affordable housing developments, creation and set up of loan pool mortgage agreements with other financial institutions and making changes in funding allocations by funding category. This forward-thinking committee has been present in Greenville since 1994 and has played a key role in promoting housing affordability in the city.

In addition to the affordable housing work done by this committee, the city also maintains the West Greenville Neighborhood Revitalization Strategy Area. This project designates 45 blocks containing 475 parcels for targeted funding and revitalization efforts designed to improve quality of living conditions, provide more homeownership opportunities, connect the area to service providers, and develop or rehab infrastructure and public facilities in these historically low-income neighborhoods. This targeted

strategy provides the city both with highly specific parameters for assessing the efficacy of such programs and a framework for future targeted efforts.

Homeless services in Greenville stem mainly from the county level. However, there is little information available on the process and strategies for homeless outreach from Pitt County, as their published homelessness plan expired in 2018. In addition, Greenville's 10-year comprehensive community development plan known as Horizons 2026 does not discuss homelessness outreach or prevention strategies, instead simply stating that it should be a goal to "support" these services without explanation as to how. In light of this lack of information, and of the importance that community members placed on homeless outreach during the community engagement process, it is important for the city to collaborate with both Pitt County and the North Carolina Balance of State Continuum of Care to formulate plans with specific strategies and measurable goal metrics to address homelessness within the city.

4. PROVIDE A SUMMARY OF THE STRATEGY FOR OVERCOMING GAPS IN THE INSTITUTIONAL STRUCTURE AND SERVICE DELIVERY SYSTEM FOR CARRYING OUT A STRATEGY TO ADDRESS PRIORITY NEEDS.

As discussed above, further community development and service efforts in Greenville will rely heavily on local non-profits for service delivery, especially in the areas of homelessness services/prevention and poverty reduction. In order for the city to overcome gaps within this system, the city, county, and local non-profits need to come to an agreement for a significantly more structured collaborative framework. In particular, the city should strive to develop a more streamlined funding application process for local non-profits that involves removing restrictions and requirements not mandated by HUD.

In addition to delivery structure, the city of Greenville also needs to address the lack of constructive plans with actionable items that specifically target homelessness services/prevention and poverty reduction. The latter is particularly significant as the percentage of families living below the poverty line in Greenville is more than double the North Carolina average and nearly triple the national average. Collaboration with local non-profits may also prove key in this endeavor, as several exist which already do work

in these targeted areas and may be able to provide the city with data and strategies as well as a delivery system.

SP-45 GOALS SUMMARY: 91.215(A)(4)

Goals Summary Information

TABLE 52. GOALS SUMMARY

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Housing Access and Quality	2023	2027	Affordable Housing	Citywide	Housing Affordability and Condition	CDBG: \$1,500,000 HOME: \$1,500,000	250 Rental Units Constructed 10 Homeowner housing added 75 Homeowner Housing Rehabilitated
2	Provide Housing and Services for People Experiencing or At-Risk of Homelessness	2023	2027	Homeless	Citywide	Homeless Needs	CDBG: \$416,311 HOME: \$1,016,796	1500 individuals
3	Improve Public Facilities and Infrastructure	2023	2027	Non-Housing Community Development	Center City Revitalization Area and West Greenville NRSA	Infrastructure and Public Facility Improvements	CDBG: \$500,000	50 households
4	Provide Public Services	2023	2027	Non-Homeless Special Needs	Citywide	Public Services	CDBG: \$672,995	2500 households

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Support Economic Development	2023	2027	Non-Housing Community Development	Center City Revitalization Area and West Greenville NRSA	Economic Development	CDBG: \$500,000	10 businesses assisted
6	Planning and Administration	2023	2027	Non-Homeless Special Needs Non-Housing Community Development Affordable Housing Homeless	Citywide	Fair Housing Program Administration	CDBG: \$897,327 HOME: \$279,645	NA

Goal Descriptions

Goal 1: Improve Housing Access and Quality

Rehabilitation of rental and homeowner housing that benefit extremely low-, low-, and moderate-income households. Direct financial assistance to homebuyers to make homeownership affordable; tenant-based rental assistance, housing counseling, and CHDO funds to support development of new housing for homeownership.

Goal 2: Provide Housing and Services for People Experiencing or At-Risk of Homelessness

Provide housing and services for residents experiencing or at-risk of homelessness, including homelessness prevention, case management, wrap-around services, emergency shelter, transitional housing, and permanent supportive housing.

Goal 3: Infrastructure and Public Facility Improvements

Promote quality of life and neighborhood revitalization through improvements to current public infrastructure and facilities.

Goal 4: Public Services

Services provided by nonprofit organizations that benefit low-income residents such as homeless, youth, disabled, elderly, and other populations with special needs.

Goal 5: Economic Development

Economic development activities associated with small businesses that create and retain jobs for low- and moderate-income persons.

Goal 6: Program Administration

Plan and administer funding for community development and housing activities with transparency, community involvement, and full compliance with federal regulations. Provide services to residents and housing providers to advance fair housing.

1. ESTIMATE THE NUMBER OF EXTREMELY LOW-INCOME, LOW-INCOME, AND MODERATE-INCOME FAMILIES TO WHOM THE JURISDICTION WILL PROVIDE AFFORDABLE HOUSING AS DEFINED BY HOME 91.315(B)(2).

The City of Greenville will provide affordable housing for an estimated 4,390 individuals or families during the 2023 through 2027 program years. This includes owner-occupied rehabilitation, sub-recipient program activities, rental development, and single-family development.

SP-50 PUBLIC HOUSING ACCESSIBILITY AND INVOLVEMENT: 91-215(C)

1. NEED TO INCREASE THE NUMBER OF ACCESSIBLE UNITS (IF REQUIRED BY A SECTION 504 VOLUNTARY COMPLIANCE AGREEMENT).

The Housing Authority of the City of Greenville is not under a Section 504 voluntary compliance agreement. HUD requires that for all affordable housing developments, a total of 5% of all units must be accessible to persons with disabilities.

Activities to Increase Resident Involvements.

HACG offers residents opportunities for involvement through their resident advisory board and family self-sufficiency and neighborhood services programs, which offer financial management assistance and access to technological and economic opportunities. The housing authority's Career Connection Center provides computer access, training, adult education, and youth programs to residents, and through partnerships with other area educational entities, they are able to offer GED programs, after-school programs, intro to computer courses, and a summer day camp.

In 2021, 74 HCV participants and 37 public housing residents enrolled in the family self-sufficiency program (FSS), which offers HUD-assisted families the opportunity to increase their earned income and reduce dependency on public assistance. The program coordinates with participating families to provide necessary services and resources and provides them with an interest-bearing escrow account. A variety of other services and educational programs have been implemented through HACG's Cultural & Recreation Center.

Is the public housing agency designated as troubled under 24 CFR part 902?

No.

Plan to remove the 'troubled' designation.

N/A

SP-55 BARRIERS TO AFFORDABLE HOUSING: 91,215(H)

1. BARRIERS TO AFFORDABLE HOUSING.

Greenville has a significant need for income-limited rental housing and affordable housing for purchase. However, the demand for affordable housing far outweighs the city's current supply. During engagement efforts, community members and other stakeholders expressed that there was a lack of affordable housing assistance for very low-income and extremely low-income households in particular. Residents also noted that the lack of affordable housing for purchase maintained low-income households' status as renters. This, combined with increasing rents and recent losses of affordable housing, has made it particularly challenging for low-income residents. Additionally, due to factors such as source of income discrimination, Greenville's existing affordable housing supply is geographically concentrated in particular areas of the city, which may not overlap with the neighborhoods where people have personal or job-related ties.

Community engagement efforts during the Consolidated Plan process revealed that increasing housing costs and a loss of existing affordable housing within Greenville have exacerbated issues in accessing affordable housing. Residents and stakeholders frequently mentioned the recent influx of outside buyers willing and able to pay far above the asking price for housing units as a contributing factor to this issue. According to community input, once these investors successfully purchase housing, they subsequently raise rents. This phenomenon has exacerbated existing issues of housing costs and supply in the region and indicates a need for additional affordable housing development, and support for long-term/permanent affordable housing, such as through the use of community land trusts (CLTs) or other methods to support long-term affordability. Additionally, limited funding, capacity, and resources serve as barriers to the City's ability to support existing affordable housing efforts.

2. STRATEGY TO REMOVE OR AMELIORATE THE BARRIERS TO AFFORDABLE HOUSING.

The City of Greenville's Horizons 2026 Community Plan, which was adopted in 2016, details multiple land use recommendations that are meant to guide the city's growth and development. To address barriers to affordable housing and development, the city will establish new zoning districts and standards for future and existing neighborhoods. The plan also contains actions for the city to adopt a voluntary Inclusionary Housing

ordinance, develop reinvestment strategies, and conduct audits of existing neighborhood area plans to review their progress. Recommendations to adopt a unified development ordinance (UDO), adopt mixed-use zoning districts, and to simplify the development permitting process are included in the plan as well.

Additionally, the City's 2023-2027 Assessment of Fair Housing contains several recommendations for the City of Greenville to take to address these barriers. These include collaboration with HACG, financial institutions, and residents to increase access to affordable homeownership opportunities, providing greater education on housing issues and existing resources, and the establishment of a local ordinance that offers source of income protections for residents on voucher assistance.

SP-60 HOMELESSNESS STRATEGY: 91.215(D)

Describe how the jurisdiction’s strategic plan goals contribute to:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

Homeless outreach in Greenville comes mainly from the county level. However, there is little information available on the process and strategies for homeless outreach from Pitt County, as their published homelessness plan expired in 2018. In addition, Greenville’s 10-year comprehensive community development plan known as Horizons 2026 does not discuss homelessness outreach or prevention strategies, instead simply stating that it should be a goal to “support” these services without explanation as to how. In light of this lack of information, and of the importance that community members placed on homeless outreach during the community engagement process, it is important for the city to collaborate with both Pitt County and the North Carolina Balance of State Continuum of Care to formulate plans with specific strategies and measurable goal metrics to address homelessness within the city.

The city does participate in the Pitt County Point in Time Count that takes place every year. Additionally, there are several local non-profits who participate in homeless outreach and assist with housing access, including:

- Habitat for Humanity of Pitt County
- Koinonia Community Services
- Lamb’s Place
- CAREE
- Daughters of Worth
- Bring America Home Now

Historically, Greenville has only partnered with Koinonia and Habitat for Humanity. In the future, the city should consider further partnership with local non-profits as part of a targeted plan to address homelessness.

Addressing the emergency and transitional housing needs of homeless persons.

Community Crossroads Center is the night shelter that services Pitt County and the city of Greenville. The 2021 Continuum of Care HUD report lists 41 adult-only beds at this shelter, but the shelter website reports a maximum capacity of 98. The 2022 Point In Time (PIT) count for Pitt County identified 69 individuals experiencing homelessness, and of these 69, 25 were unsheltered. This discrepancy between apparent shelter capacity and number of unsheltered homeless individuals within Pitt County likely indicates one or more of the following:

- The center is not accessible to all homeless individuals in the county due to lack of transit;
- The center is not accessible to all homeless individuals in the county due to screening processes or other policies; or
- The center is also used by homeless individuals from other counties who were not counted within the 2022 Pitt County PIT count.

In addition, the Center for Family Violence Prevention operates a domestic violence shelter in Pitt County. As of 2021, this shelter contained 18 family beds in 4 units as well as 5 adult-only beds.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

While Greenville does not have any actions that specifically target homelessness prevention and reintegration, generalized affordable housing activities benefit residents in these situations. Some of the affordable housing activities that Greenville participates in are as follows:

- The West Greenville Neighborhood Revitalization Strategy Area designates 45 blocks containing 475 parcels for targeted funding and revitalization efforts designed to improve quality of living conditions, provide more homeownership opportunities, connect the area to service providers, and develop or rehab

infrastructure and public facilities in these historically low-income neighborhoods.

- The Greenville Affordable Housing Loan Committee was founded in 1994 and exists to provide loans for first time homebuyer down payment assistance, home mortgages, and elderly homeowner rehabilitation loans; to make recommendations to City Council regarding the purchase of land to be used for affordable housing developments, creation and set up of loan pool mortgage agreements with other financial institutions and making changes in funding allocations by funding category.
- The WorkFirst Emergency Housing Assistance Program serves Pitt County families whose income is at or below 200% of the Federal Poverty Level, and who are facing eviction and/or homelessness. Applicants must live in Pitt County, have a minor child in the home and have income. Applicants may qualify for assistance with back rent or for security deposits and/or first month's rent when moving into new arrangements to avoid homelessness.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs.

Greenville's current homelessness prevention strategy is based on providing emergency rental assistance to families in need. The WorkFirst Emergency Housing Assistance Program serves Pitt County families whose income is at or below 200% of the Federal Poverty Level, and who are facing eviction and/or homelessness. Applicants must live in Pitt County, have a minor child in the home and have income. Applicants may qualify for assistance with back rent or for security deposits and/or first month's rent when moving into new arrangements to avoid homelessness. However, this program requires that the applicant's living arrangements be considered "sustainable" once emergent circumstances have cleared, which generally means that their normal rent cannot exceed

35% of their normal income. This provides a significant barrier to accessing this service, as an estimated 19% of Pitt County households experience cost burden, according to 2015-2019 ACS CHAS data. It is also notable that by nature this data is a lagging indicator, and it is likely that the percentage of Greenville families who experience cost burden has risen since the start of the COVID-19 pandemic.

SP-65 LEAD-BASED PAINT HAZARDS: 91.215(I)

1. ACTIONS TO ADDRESS LBP HAZARDS AND INCREASE ACCESS TO HOUSING WITHOUT LBP HAZARDS.

The City of Greenville follows HUD's Lead Safe Housing Rule requirements in all the City's federally funded affordable housing development activities. The rule includes requirements for disclosure of lead-based paint hazards, risk assessment, evaluation, hazard reduction, interim controls, maintenance, and rehabilitation of properties. The North Carolina Division of Public Health provides three programs within its Children's Environmental Health that includes the North Carolina Childhood Lead Poisoning Prevention Program (CLPPP) which coordinates clinical and environmental services aimed at eliminating childhood lead poisoning.

How are the actions listed above related to the extent of lead poisoning and hazards?

The City of Greenville reduces risk of lead poisoning and hazards by following the Lead Safe Housing Rule requirements in federally funded housing activities and through the Childhood Lead Poisoning Prevention Program (CLPPP). The Lead Safe Housing Rule is designed to reduce hazards relating to lead-based paint in housing, which include irreversible health effects, brain, and nervous system damage, reduced intelligence, and learning disabilities. Children, pregnant women, and workers are most at risk of experiencing negative health effects resulting from exposure to lead-based paint hazards. More than 20 million homes in the United States built before 1978 contain lead-based paint hazards. For these reasons, it is vital that the City of Greenville reduce lead-based paint hazards in all federally funded housing activities.

How are the actions listed above integrated into housing policies and procedures?

The City of Greenville integrates Lead Safe Housing Rule requirements into housing policies and procedures by following HUD's Lead Safe Housing Rule requirements in all the City's federally funded affordable housing development activities.

SP-70 ANTI-POVERTY STRATEGY: 91-215(J)

1. JURISDICTION GOALS, PROGRAMS AND POLICIES FOR REDUCING THE NUMBER OF POVERTY-LEVEL FAMILIES.

2021 ACS data shows that 29.8% of Greenville residents live below the poverty line, which is more than double the North Carolina average of 13.4% and nearly triple the United States poverty rate of 11.6%. Despite these significantly higher than average poverty levels, Greenville's 10-year comprehensive community development plan does not contain strategy or policy goals for reducing poverty. It is crucial for the city to formulate plans with specific strategies and measurable goal metrics to address poverty in the immediate future. The city may also wish to investigate the potential for combining this plan with a homelessness outreach and prevention plan, as the two issues are closely related.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

Greenville's 2021-2022 Annual Action Plan outlined the following items relating to housing strategy and economic development that have the potential to reduce the number of poverty-level families in the jurisdiction:

- Through CDBG and HOME programs, the City will create and preserve housing for low- and moderate-income by extending the lifespan of units through rehabilitation, providing down payment assistance for first-time homebuyers, and by collaborating with private developers to produce affordable owner-occupied and rental units.
- The City will utilize federal funding to support the work of nonprofit organizations that provide housing and services to special needs populations and very-low-income individuals.
- The City will continue its housing rehabilitation program as follows: The rehabilitation program assists low- and moderate-income homeowners with repairing existing housing. Rehab activities eliminate all code violations and

provide a decent, safe, and sanitary living environment. Program costs incurred may include demolition, construction, permitting fees, surveying, lead abatement, credit reports, closing costs, and administrative delivery costs. Qualified candidates for assistance include households with annual incomes at or below 80% AMI outside of the West Greenville NRSA and up to 120% AMI within the NRSA.

- The City plans to continue supporting development of affordable units within the West Greenville NRSA with a certified Community Housing Development Organization (CHDO). Currently the City partners with Metropolitan Housing and Community Development Corporation and is actively recruiting additional CHDOs.
- Expansion of the down payment assistance program: Following completion of homeownership counselling, down payment assistance of up to 20% of the purchase price not to exceed \$20,000 will be made available to 10 qualified buyers.
- The City plans to fund the development of one new affordable home via partnerships with developers. This home will be made available to homebuyers or renters who have low- or moderate-incomes.
- The City will continue partnering with the Greenville Housing Authority for bimonthly workshops offered to public housing residents and the public.
- The City will continue funding mental health counselling through ECU Family Clinic in addition to other direct housing assistance for homeless individuals and families. Financial literacy classes are being provided by staff and through sub-recipient, Literacy Volunteers of America, to address issues such as credit, budgeting, and employment that tend to also create obstacles to obtaining housing.

These goals and strategies were presented as part of Greenville's 2021-2022 Annual Action Plan; note that no CAPER is yet available for this time period to assess the efficacy and results of these goals.

SP-80 MONITORING: 91.230

1. DESCRIBE THE STANDARDS AND PROCEDURES THAT THE JURISDICTION WILL USE TO MONITOR ACTIVITIES CARRIED OUT IN FURTHERANCE OF THE PLAN AND WILL USE TO ENSURE LONG-TERM COMPLIANCE WITH REQUIREMENTS OF THE PROGRAMS INVOLVED, INCLUDING MINORITY BUSINESS OUTREACH AND THE COMPREHENSIVE PLANNING REQUIREMENTS.

In accordance with 24 C.F.R. 91.230, the City of Greenville has procedures in place to monitor the CDBG and HOME programs. The City will use the HUD checklists as the basis for monitoring its HUD-funded projects. The following practices are incorporated into the monitoring plan to ensure compliance with program requirements:

- The City's Community Development Department maintains an inventory of properties funded through the CDBG program to confirm that properties continue to be used for their intended purposes.
- Staff review HOME-assisted rental units annually to confirm compliance with Housing Quality Standards, tenant eligibility, and rent ceilings. Staff review annual project compliance reports and perform regular on-site visits throughout rental properties' affordability periods to ensure compliance with rent and occupancy requirements, property standards, and other federal requirements.
- A monitoring visit is scheduled for each grant activity that is administered by agencies other than the City. Monitoring checklists are used to cover all areas applicable to the specific project that is being monitored. On-site visits include observing program operations, interviewing staff, confirming client eligibility, and verifying programmatic and financial reports.

VI. EXPECTED RESOURCES

AP-15 EXPECTED RESOURCES: 91.220(C)(1, 2)

Introduction

The table below shows the City of Greenville’s CDBG and HOME allocations for the 2023-2024 program year, along with an estimate of anticipated grant funding for the remaining four years covered by this Consolidated Plan. This conservative estimate assumes that funding (annual allocations and program income) over those four years will be 90% of the 2023 allocation. The City of Greenville seeks to use its CDBG and HOME funds to serve the needs of low- to moderate-income persons and households in partnership with capable agencies, including public and private partners, developers, financial lending institutions, and nonprofits.

ANTICIPATED RESOURCES

TABLE 53. EXPECTED RESOURCES
(PRIORITY TABLE)

Program	Source of Funds	Uses of Funds	EXPECTED AMOUNT AVAILABLE YEAR 1				Expected Amount Available Remainder of ConPlan (\$)	Narrative Description
			Annual Allocation (\$)	Program Income (\$)	Prior Year Resources (\$)	Total (\$)		
CDBG	Public- Federal	Acquisition Admin and planning Economic development Housing Public improvements Public services	\$963,874	\$0	\$0	\$963,874	\$3,469,946	The expected amount available for the remainder of the Con Plan is four times 90% of the 2023 annual allocation.
HOME	Public- Federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$599,237	\$0	\$0	\$599,237	2,157,253	The expected amount available for the remainder of the Con Plan is four times 90% of the 2023 annual allocation.

1. EXPLAIN HOW FEDERAL FUNDS WILL LEVERAGE THOSE ADDITIONAL RESOURCES (PRIVATE, STATE AND LOCAL FUNDS), INCLUDING A DESCRIPTION OF HOW MATCHING REQUIREMENTS WILL BE SATISFIED.

Greenville, NC meets HUD's 2021 fiscal distress criteria and thus qualifies for a 50% reduction in match requirements under the HOME program. This determination is based on the city's poverty rate and per capita income in relation to federal standards. The city's poverty rate was 31.4% in 2021, which is above the federal threshold for poverty (18.0%). The city's per capital income was \$24,567, slightly above the federal standard of \$24,306. As a result, the City of Greenville qualifies for a 50% HOME Program match reduction under HUD's "fiscal distress" criteria. The City has leveraged funds through the local bond program, the North Carolina Housing Finance Agency, private lending institutions, and affordable housing developers.

2. IF APPROPRIATE, DESCRIBE PUBLICLY OWNED LAND OR PROPERTY LOCATED WITHIN THE JURISDICTION THAT MAY BE USED TO ADDRESS THE NEEDS IDENTIFIED IN THE PLAN.

The City of Greenville has acquired properties in geographic priority areas and may combine and subdivide these properties for development of affordable owner-occupied, lease-purchase, and/or rental housing.

VII. ANNUAL GOALS AND OBJECTIVES

AP-20 ANNUAL GOALS AND OBJECTIVES

Goal Summary Information

TABLE 54. GOALS SUMMARY

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Housing Access and Quality	2023	2027	Affordable Housing	Citywide	Housing Affordability and Condition	CDBG: \$626,581.35 HOME: \$539,313.3	45 Rental Units Constructed 6 units added 15 Homeowner Housing Rehabilitated
2	Provide Housing and Services for People Experiencing or At-Risk of Homelessness	2023	2027	Homeless	Citywide	Homeless Needs	CDBG: \$ HOME: \$	#15 Homelessness prevention
3	Improve Public Facilities and Infrastructure	2023	2027	Non-Housing Community Development	Center City Revitalization Area and West Greenville NRSA	Infrastructure and Public Facility Improvements	CDBG: \$	#2 Public Facility or infrastructure activities for low/moderate-income housing benefit.
4	Provide Public Services	2023	2027	Non-Homeless Special Needs	Citywide	Public Services	CDBG: \$144,581.1	500
5	Support Economic Development	2023	2027	Non-Housing Community Development	Center City Revitalization Area and West Greenville NRSA	Economic Development	CDBG: \$0	

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Planning and Administration	2023	2027	Non-Homeless Special Needs Non-Housing Community Development Affordable Housing Homeless	Citywide	Fair Housing Program Administration	CDBG: \$192,774 HOME: \$59,923.70	#23 (Other) To properly and successfully implement CDBG programs and projects.

Goal Description

Goal 1: Improve Housing Access and Quality

Rehabilitation of rental and homeowner housing that benefit extremely low-, low-, and moderate-income households. Direct financial assistance to homebuyers to make homeownership affordable; tenant-based rental assistance, housing counseling, and CHDO funds to support development of new housing for homeownership.

Goal 2: Provide Housing and Services for People Experiencing or At-Risk of Homelessness

Provide housing and services for residents experiencing or at-risk of homelessness, including homelessness prevention, case management, wrap-around services, emergency shelter, transitional housing, and permanent supportive housing.

Goal 3: Infrastructure and Public Facility Improvements

Promote quality of life and neighborhood revitalization through improvements to current public infrastructure and facilities.

Goal 4: Public Services

Services provided by nonprofit organizations that benefit low-income residents such as homeless, youth, disabled, elderly, and other populations with special needs.

Goal 5: Economic Development

Economic development activities associated with small businesses that create and retain jobs for low- and moderate-income persons.

Goal 6: Program Administration

Plan and administer funding for community development and housing activities with transparency, community involvement, and full compliance with federal regulations. Provide services to residents and housing providers to advance fair housing.

VIII. PROJECTS

AP-35 PROJECTS: 91.220(D)

Introduction

The projects listed below represent the activities the City of Greenville plans to undertake during the 2023 program year to address the goals of providing decent affordable housing, promoting a suitable living environment, and encouraging economic opportunity.

Projects

TABLE 55. PROJECT INFORMATION

#	Project Name
1	CDBG: Program Administration
2	CDBG: Housing Rehabilitation
3	CDBG: Public Services
4	HOME: Program Administration
5	HOME: Down Payment Assistance
6	HOME: New Construction

1. DESCRIBE THE REASONS FOR ALLOCATION PRIORITIES AND ANY OBSTACLES TO ADDRESSING UNDERSERVED NEEDS.

Funding allocations are based on the priority needs and goals identified as part of the Consolidated Plan. The needs of the community exceed available funding, increasing the importance of leveraging additional resources. Several of the intended activities are for citywide participation, while the majority will be concentrated within the City's NRSA.

Project Summary Information

1	Project Name	CDBG: Program Administration
	Target Area	Citywide
	Goals	<ul style="list-style-type: none"> ➤ Provide for Owner Occupied Housing Rehabilitation ➤ Reduce Slum & Blight in Residential Areas ➤ Increase Affordable Rental Housing Opportunities ➤ Increase Homeownership Opportunities ➤ Provide Permanent Supportive Housing for Homeless ➤ Provide Supportive Services for Special Needs ➤ Provide Vital Services for LMI Households
	Needs Addressed	<p>All Community Development Administrative Needs associated with CDBG Programs:</p> <ul style="list-style-type: none"> ➤ Affordable Housing Preservation & Development ➤ Reduction of Slum & Blight ➤ Addressing Homelessness ➤ Expansion of Available Public Services
	Funding	CDBG \$192,774
	Description	Staff salary, planning, and administrative service delivery cost for implementing CDBG will be funded with the 20% administrative cap allowed by federal regulations and with support of local general funds.
	Target Date	6/30/2024
	Number of families who will benefit	N/A
	Location Description	Citywide
	Planned Activities	Program administration of CDBG Program
Goal Outcome Indicator	#23 (Other) To properly and successfully implement CDBG programs and projects	

2	Project Name	CDBG: Housing Rehabilitation
	Target Area	Citywide
	Goals	<ul style="list-style-type: none"> ➤ Affordable housing preservation and development ➤ Reduce slum and blight in residential areas
	Needs Addressed	Assisting qualified homeowners with creating safe, sustainable, and decent living environments as well as updating electrical and plumbing codes.
	Funding	CDBG \$626,581.35
	Description	This program is designed to assist very low- to low-income homeowners with rehabilitating existing housing structures. The primary intent of this activity is to bring units up to code through the provision of rehabilitation activities to eliminate all code violations and provide decent, safe, and sanitary living environments. Program costs incurred may include permitting fees, construction, surveying, lead abatement, credit reports, legal fees for obtaining Title Opinions and recording deeds. This activity will target owner-occupied homeowners only. Qualified candidates for assistance include homeowners with annual income below eighty percent (80%) of the area median income as defined by HUD.
	Target Date	6/30/2024
	Number of families who will benefit	Number of units rehabilitated: 15

Location Description	Citywide
Planned Activities	Rehabilitation activities are intended to remediate code violations providing decent, safe, and sanitary living environments for 15 qualified homeowners with annual incomes at or below 80% AMI citywide or 120% AMI within the NRSA.
Goal Outcome Indicator	#10 Homeowner Housing Rehabilitated

Project Name	CDBG: Public Services
Target Area	Citywide
Goals	Provide Supportive Services for Special Needs
Needs Addressed	<ul style="list-style-type: none"> ➤ Expansion of available public services ➤ Expand and make available youth programs ➤ Expand and make available mental health services ➤ Addressing Homelessness ➤ Affordable housing preservation and development
Funding	CDBG \$144,581.10
Description	The City of Greenville will make available funds to assist non-profit organizations with approved activities and benefit City of Greenville citizens. Qualified agencies will provide services that assist low- and moderate- income individuals (under-served populations of the City), homeless persons, youth development, victims of family/domestic violence, housing providers, and special needs services. Other services may be procured throughout the program year. Applications from non-profit agencies are submitted to the City for consideration annually and reviewed by the Affordable Housing Loan Committee (AHLIC).
3 Target Date	6/30/2024
Number of families who will benefit	Number of individuals served: 3,084
Location Description	Citywide
Planned Activities	<p>The City of Greenville will make available funding to assist approved non-profit sub-recipients that address the needs and goals identified by the 2023-2027 Consolidated Plan. The agencies, activities, and funding amounts recommended by the AHLIC are below:</p> <ul style="list-style-type: none"> ❖ Center for Family Violence Prevention - \$26,931.78 ❖ Greenville Community Shelter, Inc. DBA Community Crossroads Center - \$11,000.00 ❖ Martin-Pitt Partnership or Children - \$20,000.00 ❖ Boys & Girls Club of the Coastal Plain - \$60,000.00 ❖ Koinonia Christian Center Church - \$40,000.00
Goal Outcome Indicator	#3 Public Service activities other than low/moderate-income housing benefit #4 Public Service activities for low/moderate housing benefit #15 Homelessness prevention #16 Jobs created/retained

4	Project Name	HOME: Program Administration
	Target Area	Citywide
	Goals	All
	Needs Addressed	Staff salary, planning, and administrative service delivery costs for implementing HOME will be funded with the 10% annual allocation administrative cap allowed by federal regulations and with support of local general fund.
	Funding	HOME \$59,923.70
	Description	Staff salary, planning, and administration service delivery costs for implementing the HOME Programs. This project and all related activities will be funded through the City's annual HOME allocation.
	Target Date	6/30/2024
	Number of families who will benefit	N/A
	Location Description	Citywide
	Planned Activities	Program administration of the HOME Program in Greenville,
	Goal Outcome Indicator	#23 (Other) To properly and successfully implement HOME Program and Activities.

5	Project Name	HOME: Down Payment Assistance
	Target Area	Citywide
	Goals	Affordable housing preservation and development
	Needs Addressed	To aid qualified LMI first time home buyers with financial assistance.
	Funding	HOME \$320,000
	Description	Down payment assistance for LMI first time home buyers who have not owned a home within the past three years and have completed home buyers' education classes.
	Target Date	6/30/2024
	Number of families who will benefit	Number of new homeowners: 8
	Location Description	Citywide
	Planned Activities	Following completion of homeownership counselling, down payment assistance
	Goal Outcome Indicator	#9 Homeowner housing added

6	Project Name	HOME: New Construction
	Target Area	Citywide
	Goals	Affordable housing preservation and development
	Needs Addressed	To increase affordable housing in the City of Greenville
	Funding	HOME \$227,130
	Description	Funding will be made available for the development of new affordable housing via partnerships with private developers. New units will support the need for rental and owner-occupied housing for low- and moderate-income families.
	Target Date	6/30/2024
	Number of families who will benefit	Number of new units: ?

Location Description	Citywide
Planned Activities	New construction or rehabilitation for purposes of creating new rental or owner-occupied units.
Goal Outcome Indicator	#7 Rental units constructed #9 Homeowner housing added

AP-50 GEOGRAPHIC DISTRIBUTION: 91.220(F)

1. DESCRIPTION OF THE GEOGRAPHIC AREAS OF THE ENTITLEMENT (INCLUDING AREAS OF LOW-INCOME AND MINORITY CONCENTRATION) WHERE ASSISTANCE WILL BE DIRECTED.

The Greenville, NC HUD entitlement jurisdiction includes block groups within the city of Greenville, NC. Funds will be directed to projects within the Center City Revitalization Area, the West Greenville NRSA, and citywide target areas. The City Center Revitalization Area is located just west of Eastern Carolina University. It is bordered by the West Greenville Revitalization Area to the west, the Tar River to the north, the university to the east, and 12th and 14th street to the south. The West Greenville NRSA is a 667.6-acre area located west of downtown Greenville and the East Carolina University area, east of the Medical Center, north of the Tar River, and south of the 10th street connector. The NRSA is made up of portions of three (3) qualifying census tracts, 7.01, 7.02, and 1, which overlap the entire West Greenville Redevelopment Area.

Geographic Distribution

TABLE 56. GEOGRAPHIC DISTRIBUTION

Target Area	Percentage of Funds
Center City Revitalization Area	10%
West Greenville NRSA	15%
Citywide	75%

2. RATIONALE FOR THE PRIORITIES FOR ALLOCATING INVESTMENTS GEOGRAPHICALLY.

Each year, the City of Greenville will select projects and activities that meet the priorities and goals identified in the Consolidated Plan. This process will utilize a variety of methods to select projects such as consultation with City staff and current subrecipients, implementation of other standing City plans, and formal Requests for Proposals. Projects and activities must best meet priority needs based on project eligibility, availability of funds, number of anticipated beneficiaries served, and readiness to proceed. Target

areas for the use of HUD grant funds include the West Greenville NRSA and the Center City Revitalization Area. These areas of the city were identified as areas with the greatest needs for revitalization, community improvements, and increased access to opportunity in mapping and data analysis for the City's Consolidated Plan and Assessment of Fair Housing. These areas include the city's census tracts designated as Racially/ Ethnically Concentrated Areas of Poverty (R/ECAPs).

IX. AFFORDABLE HOUSING

AP-55 AFFORDABLE HOUSING: 91.220(G)

Introduction

Over the next program year, the City of Greenville anticipates assisting 167 households at risk of homelessness through rental assistance/homelessness prevention. The County anticipates assisting 15 homeowners with home repairs, 5 first time homebuyers through the production of affordable for-sale units, and 5 households through the rehabilitation of affordable multifamily rental units.

**TABLE 57. ONE YEAR GOALS FOR AFFORDABLE HOUSING
BY SUPPORT REQUIREMENT**

ONE YEAR GOALS FOR THE NUMBER OF HOUSEHOLDS TO BE SUPPORTED	
Homeless	300
Non-Homeless	2,813
Special-Needs	0
TOTAL	3,113

**TABLE 58. ONE YEAR GOALS FOR AFFORDABLE HOUSING
BY SUPPORT TYPE**

ONE YEAR GOALS FOR THE NUMBER OF HOUSEHOLDS SUPPORTED THROUGH	
Rental Assistance	167
The Production of New Units	6
Rehab of Existing Units	15
Acquisition of Existing Units	2
TOTAL	190

AP-60 PUBLIC HOUSING: 91.220(H)

Introduction

The Housing Authority of the City of Greenville provides publicly supported housing options for low-income residents living in Greenville. According to HUD's 2021 A Picture of Subsidized Housing data, the housing authority provides 714 public housing units, 821 tenant-based housing choice vouchers, and 451 project based section 8 units for a total of 2,031 total units.

1. ACTIONS PLANNED DURING THE NEXT YEAR TO ADDRESS THE NEEDS TO PUBLIC HOUSING.

The City will continue to collaborate with the Greenville Housing Authority to provide housing counseling through the Greenville Housing Development Corporation and to develop new affordable units for prospective low-income buyers. The city partners with HACG for workshops offered to public housing residents and the general public.

Based on information provided in their 2018-2021 Performance Report, the Housing Authority of the City of Greenville uses Capital Funds from HUD to make renovations and improvements to existing public housing developments. For FY2022, HACG was awarded a total of \$2,436,622 in Capital Funds.

2. ACTIONS TO ENCOURAGE PUBLIC HOUSING RESIDENTS TO BECOME MORE INVOLVED IN MANAGEMENT AND PARTICIPATE IN HOMEOWNERSHIP.

The provision of housing counseling services, information, assistance, and education programs to Pitt County residents encourages homeownership participation and reduces the demand for publicly assisted housing. HACG also offers residents opportunities for management through their resident advisory board and family self-sufficiency program.

3. IF THE PHA IS DESIGNATED AS TROUBLED, DESCRIBE THE MANNER IN WHICH FINANCIAL ASSISTANCE WILL BE PROVIDED OR OTHER ASSISTANCE.

N/A

AP-65 HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES: 91.220(I)

Introduction

Homeless outreach in Greenville comes mainly from the county level. However, there is little information available on the process and strategies for homeless outreach from Pitt County, as their published homelessness plan expired in 2018. In addition, Greenville's 10-year comprehensive community development plan known as Horizons 2026 does not discuss homelessness outreach or prevention strategies, instead simply stating that it should be a goal to "support" these services without explanation as to how. Considering this lack of information, and of the importance that community members placed on homeless outreach during the community engagement process, it is crucial for the city to collaborate with both Pitt County and the North Carolina Balance of State Continuum of Care to formulate plans with specific strategies and measurable goal metrics to address homelessness within the city.

The city does participate in the Pitt County Point in Time Count that takes place every year. Additionally, there are several local non-profits who participate in homeless outreach and assist with housing access, including:

- Habitat for Humanity of Pitt County
- Koinonia Community Services
- Lamb's Place
- CAREE
- Daughters of Worth
- Bring America Home Now

Historically, Greenville has only partnered with Koinonia and Habitat for Humanity. In the future, the city should consider further partnership with local non-profits as part of a targeted plan to address homelessness.

1. DESCRIBE THE JURISDICTIONS ONE-YEAR GOALS AND ACTIONS FOR REDUCING AND ENDING HOMELESSNESS INCLUDING.

Addressing the emergency and transitional housing needs of homeless persons.

Community Crossroads Center is the night shelter that services Pitt County and the city of Greenville. The 2021 Continuum of Care HUD report lists 41 adult-only beds at this shelter, but the shelter website reports a maximum capacity of 98. The 2022 Point In Time (PIT) count for Pitt County identified 69 individuals experiencing homelessness, and of these 69, 25 were unsheltered. This discrepancy between apparent shelter capacity and number of unsheltered homeless individuals within Pitt County likely indicates one or more of the following:

- The center is not accessible to all homeless individuals in the county due to lack of transit;
- The center is not accessible to all homeless individuals in the county due to screening processes or other policies; or
- The center is also used by homeless individuals from other counties who were not counted within the 2022 Pitt County PIT count.

In addition, the Center for Family Violence Prevention operates a domestic violence shelter in Pitt County. As of 2021, this shelter contained 18 family beds in 4 units as well as 5 adult-only beds.

Pitt County's expired 2008-2018 plan to end chronic homelessness listed the following related goals:

- Ensure available, diverse, sustainable, and affordable housing options are incorporated into discharge plans that include emergency, transitional, and permanent housing.
- Provide interim transitional beds for short-term respite care for recently discharged disabled or medically frail individuals awaiting placement in transitional programs or permanent housing.
- Provide assistance for temporary housing for individuals and families awaiting permanent housing options.

- Support adequate funding for emergency shelters to ensure easy transition from emergency shelters to permanent housing.
- Partner with and create incentives for public and private sources to secure additional housing units ear-marked for the homeless population.
- Explore and implement best practice models, such as Housing First, Housing Plus, and Healthy Built Homes programs.
- Encourage Community Housing Development Organizations (CHDO) to create options for people who are chronically homeless, such as transitional, rental, and supportive housing (15% of HOME funding is set aside annually for CHDO).

Information on the extent to which Pitt County was able to accomplish these goals during the given time frame is unavailable.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

While Greenville does not have any actions that specifically target homelessness prevention and reintegration, generalized affordable housing activities benefit residents in these situations. Some of the affordable housing activities that Greenville participates in are as follows:

- The West Greenville Neighborhood Revitalization Strategy Area designates 45 blocks containing 475 parcels for targeted funding and revitalization efforts designed to improve quality of living conditions, provide more homeownership opportunities, connect the area to service providers, and develop or rehab infrastructure and public facilities in these historically low-income neighborhoods.
- The Greenville Affordable Housing Loan Committee was founded in 1994 and exists to provide loans for first time homebuyer down payment assistance, home

mortgages, and elderly homeowner rehabilitation loans; to make recommendations to City Council regarding the purchase of land to be used for affordable housing developments, creation and set up of loan pool mortgage agreements with other financial institutions and making changes in funding allocations by funding category.

- The WorkFirst Emergency Housing Assistance Program serves Pitt County families whose income is at or below 200% of the Federal Poverty Level, and who are facing eviction and/or homelessness. Applicants must live in Pitt County, have a minor child in the home and have income. Applicants may qualify for assistance with back rent or for security deposits and/or first month's rent when moving into new arrangements to avoid homelessness.

Pitt County's expired 2008-2018 plan to end chronic homelessness listed the following related goals:

- Expedite the process for qualifying participants who are homeless to receive entitlement benefits.
- Help secure adequate funding to provide emergency financial assistance for emerging housing and other crisis needs in Pitt County.
- Advocate for the availability and expansion (routes and hours) of Greenville Area Transit System and Pitt Area Transit System.
- Ensure current case management services are used to address the long- and short-term needs related to mental health, housing, and physical health needs for people who are homeless or at risk of becoming homeless.
- Add an outreach worker to accompany police officers to connect and provide services to individuals who are homeless.
- Implement a family reunification plan.

Information on the extent to which Pitt County was able to accomplish these goals during the given time frame is unavailable.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs.

Greenville's current homelessness prevention strategy is based on providing emergency rental assistance to families in need. The WorkFirst Emergency Housing Assistance Program serves Pitt County families whose income is at or below 200% of the Federal Poverty Level, and who are facing eviction and/or homelessness. Applicants must live in Pitt County, have a minor child in the home and have income. Applicants may qualify for assistance with back rent or for security deposits and/or first month's rent when moving into new arrangements to avoid homelessness. However, this program requires that the applicant's living arrangements be considered "sustainable" once emergent circumstances have cleared, which generally means that their normal rent cannot exceed 35% of their normal income. This provides a significant barrier to accessing this service, as an estimated 19% of Pitt County households experience cost burden, according to 2015-2019 ACS CHAS data. It is also notable that by nature this data is a lagging indicator and it is likely that the percentage of Greenville families who experience cost burden has risen since the start of the COVID-19 pandemic.

Pitt County's expired 2008-2018 plan to end chronic homelessness listed the following related goals:

- Ensure available, diverse, sustainable, and affordable housing options are incorporated into discharge plans that include emergency, transitional, and permanent housing.
- Provide interim transitional beds for short-term respite care for recently discharged disabled or medically frail individuals awaiting placement in transitional programs or permanent housing.
- Provide immediate assessment to consumers of mental health services, shortening the period between initial evaluations and access to services.

- Establish partnerships with organizations currently providing job training services to develop programs specifically for individuals who are homeless and for those who are difficult to employ.
- Develop and expand relationships with potential employers/businesses that will employ people who are previously or currently homeless.
- Establish partnerships with local and mainstream financial institutions to provide free and/or reduced-fee banking services to help people who are homeless build a positive financial history.
- Advocate for adequate and accessible daycare for families who are homeless.

Information on the extent to which Pitt County was able to accomplish these goals during the given time frame is unavailable.

AP-75 BARRIERS TO AFFORDABLE HOUSING: 91.220(J)

Introduction

Greenville has a significant need for income-limited rental housing and affordable housing for purchase. However, the demand for affordable housing far outweighs the city's current supply. During engagement efforts, community members and other stakeholders expressed that there was a lack of affordable housing assistance for very low-income and extremely low-income households. Residents also noted that the lack of affordable housing for purchase maintained low-income households' status as renters. This, combined with increasing rents and recent losses of affordable housing, has made it particularly challenging for low-income residents. Additionally, due to factors such as source of income discrimination, Greenville's existing affordable housing supply is geographically concentrated in particular areas of the city, which may not overlap with the neighborhoods where people have personal or job-related ties.

Community engagement efforts during the Consolidated Plan process revealed that increasing housing costs and a loss of existing affordable housing within Greenville have exacerbated issues in accessing affordable housing. Residents and stakeholders frequently mentioned the recent influx of outside buyers willing and able to pay far above the asking price for housing units as a contributing factor to this issue. According to community input, once these investors successfully purchase housing, they subsequently raise rents. This phenomenon has exacerbated existing issues of housing costs and supply in the region and indicates a need for additional affordable housing development, and support for long-term/permanent affordable housing in particular, such as through the use of community land trusts (CLTs) or other methods to support long-term affordability. Additionally, limited funding, capacity, and resources serve as barriers to the City's ability to support existing affordable housing efforts.

1. ACTIONS IT PLANNED TO REMOVE OR AMELIORATE THE NEGATIVE EFFECTS OF PUBLIC POLICIES THAT SERVE AS BARRIERS TO AFFORDABLE HOUSING SUCH AS LAND USE CONTROLS, TAX POLICIES AFFECTING LAND, ZONING ORDINANCES, BUILDING CODES, FEES AND CHARGES, GROWTH LIMITATIONS, AND POLICIES AFFECTING THE RETURN ON RESIDENTIAL INVESTMENT.

The City of Greenville’s Horizons 2026 Community Plan, which was adopted in 2016, details multiple land use recommendations that are meant to guide the city’s growth and development. To address barriers to affordable housing and development, the city will establish new zoning districts and standards for future and existing neighborhoods. The plan also contains actions for the city to adopt a voluntary Inclusionary Housing ordinance, develop reinvestment strategies, and conduct audits of existing neighborhood area plans to review their progress. Recommendations to adopt a unified development ordinance (UDO), adopt mixed-use zoning districts, and to simplify the development permitting process are included in the plan as well.

Additionally, the City’s 2023-2027 Assessment of Fair Housing contains several recommendations for the City of Greenville to take to address these barriers. These include collaboration with HACG, financial institutions, and residents to increase access to affordable homeownership opportunities, providing greater education on housing issues and existing resources, and the establishment of a local ordinance that offers source of income protections for residents on voucher assistance.

AP-85 OTHER ACTIONS: 91.220(K)

Introduction

This section details Greenville's plans to ensure safe and affordable housing for its residents, meet underserved needs, reduce poverty, develop institutional structure, and enhance coordination between public and private sector housing and community development agencies.

The City of Greenville currently operates a 10-year comprehensive community development plan known as Horizons 2026. This plan lists the following action items related to the categories listed below.

1. ACTIONS PLANNED TO ADDRESS OBSTACLES TO MEETING UNDERSERVED NEEDS.

The City of Greenville continually works to build community capacity to meet underserved needs through partner agencies within the community, however, limited staff capacity and financial resources among these agencies remains a primary obstacle. Given these limitations, the careful analysis and detailed community engagement represented by the Consolidated Plan process is key to allocating Greenville's federal funding to the highest-priority needs. Greenville will continue to use its resources carefully and strategically with a focus on serving the community's priority needs. Additionally, some organizations may be reluctant to administer federally funded programs using CDBG or HOME funds due to the complex requirements attached to the grant funds. Greenville should continue to periodically offer training and technical assistance to current and prospective subrecipient organizations to build their capacity for responsibly managing federal funding.

The Horizons 2026 plan lists the following actions planned to meet underserved needs:

- Implement an updated version of Greenville's economic development plan
- Update consolidated plan
- Institute appropriate complete streets updates as roads are constructed
- Address accessibility to food options in food deserts
- Work with healthcare institutions to expand community health services

2. ACTIONS PLANNED TO FOSTER AND MAINTAIN AFFORDABLE HOUSING.

A lack of affordable housing is a primary obstacle to addressing unmet needs. Greenville will continue to support its goal of improving housing opportunities by creating and preserving decent, safe, affordable rental and homeownership housing. Through its annual CDBG allocation, Greenville will continue to operate its historically successful West Greenville Neighborhood Revitalization Strategy Area, as well as the housing division's down payment assistance and homeowner rehabilitation programs.

The Horizons 2026 plan also lists the following actions planned to meet underserved needs:

- Adopt mixed use zoning
- Market desirable, taxable land to developers, investors, and tenants
- Create an incentive program for development and redevelopment
- Develop neighborhood reinvestment strategy
- Develop strategy to address disinvestment in peripheral apartment complexes

3. ACTIONS PLANNED TO REDUCE LEAD-BASED PAINT HAZARDS.

An important initiative emanating from HUD in the last decade is the reduction of lead-based paint hazards, and many jurisdictions around the country have focused on reaching this goal. The federal Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of the Housing and Community Development Act of 1992) amends the Lead-Based Paint Poisoning Prevention Act of 1971, which is the law covering lead-based paint in federally funded housing. These laws and subsequent regulations issued by the U.S. Department of Housing and Urban Development (24 CFR part 35) protect young children from lead-based paint hazards in housing that is financially assisted or being sold by the federal government.

The City of Greenville's housing rehabilitation program currently contains provision for lead hazard abatement in all homes served by this program, along with a commitment to bring the structures up to code in other applicable ways.

4. ACTIONS PLANNED TO REDUCE THE NUMBER OF POVERTY-LEVEL FAMILIES.

CDBG and HOME funding in Greenville are integrated into existing programs that address poverty and homelessness by participating agencies and subrecipients. As discussed previously, it is important for Greenville to continue to expand its partnerships with its non-profits to best serve its community, particularly in the area of poverty reduction.

The Horizons 2026 plan also lists the following actions planned to reduce poverty:

- Convene organizations to discuss strategies and challenges for impoverished households

5. ACTIONS PLANNED TO DEVELOP INSTITUTIONAL STRUCTURE.

Greenville has in the past partnered with a few local non-profits through the disbursement of CDBG and HOME funding. Pursuing the expansion of these partnerships to include new non-profits will be beneficial to Greenville's institutional delivery system, particularly in areas impacted by Greenville's relatively low population density and semi-rural nature.

6. ACTIONS PLANNED TO ENHANCE COORDINATION BETWEEN PUBLIC AND PRIVATE HOUSING AND SOCIAL SERVICE AGENCIES.

Public agencies, for-profit and non-profit private organizations all play a part in the provision of affordable housing, social services, capital improvements, and economic development. However, the lack of financial resources for development, operations, and support services is a significant gap to overcome. By coordinating between agencies and local organizations, Greenville helps to create a more comprehensive network of services and programs for its residents while reducing duplication and making efficient use of limited financial resources. One area in which Greenville has a significant opportunity to enhance coordination is the creation of a simplified, low-barrier process for local non-profits to apply for funding.

The Horizons 2026 plan also lists the following actions planned to enhance coordination:

- Convene transit providers to foster coordination
- Convene key economic partners to foster an entrepreneurial ecosystem

- Convene organizations to discuss strategies and challenges for impoverished households
- Enhance arrangements for organizational information sharing and adopt intergovernmental agreements

X. PROGRAM SPECIFIC REQUIREMENTS

AP-90 PROGRAM SPECIFIC REQUIREMENTS: 91.220(I)(1, 2, 4)

Introduction

This section describes program specific requirements for the CDBG and HOME funds received by the City of Greenville. The responses within this section satisfy regulatory and programmatic obligations that the City will undertake in the 2023 program year. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income over the 2023 program year period is 100%.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) / REFERENCE 24 CFR 91.220(L)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

	\$
1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed:	\$0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan:	\$0
3. The amount of surplus funds from urban renewal settlements:	\$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan:	\$0
5. The amount of income from float-funded activities:	\$0
TOTAL PROGRAM INCOME	\$0

OTHER CDBG REQUIREMENTS

	\$
1. The amount of urgent need activities:	\$0

HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) / REFERENCE 24 CFR 91.220(L)(2)

1. A DESCRIPTION OF OTHER FORMS OF INVESTMENT BEING USED BEYOND THOSE IDENTIFIED IN SECTION 92.205 IS AS FOLLOWS:

The City does not anticipate utilizing any other forms of investment beyond those identified in Section 92.205.

2. A DESCRIPTION OF THE GUIDELINES THAT WILL BE USED FOR RESALE OR RECAPTURE OF HOME FUNDS WHEN USED FOR HOMEBUYER ACTIVITIES AS REQUIRED IN 92.254, IS AS FOLLOWS:

In accordance with the applicable homebuyer recapture/resale provision outlined in 24 CFR Part 92.254, the City of Greenville has adopted the recapture provision. Greenville provides direct HOME subsidy, including down payment assistance and closing costs, on a pro-rata basis to eligible homebuyers. Greenville also provides HOME funds to its CHDOs to develop affordable housing. Greenville's CHDOs have adopted the HOME recapture provision, with the exception of rental units. The City provides down payment assistance to new homebuyers when purchasing single-family housing developed by CHDOs.

All CHDOs, subrecipients, and all entities who administer HOME programs follow recapture provisions adopted by the City. The City requires the recapture of its HOME-funded homeownership housing assistance from net sales proceeds when the original homebuyer sells the property during the affordability period.

Net sales proceeds are the funds remaining from the sale of the property by the original homebuyer, less the repayment of the outstanding balance of any superior mortgage, sales commission, the original homebuyer's down payment, and the cost of any property improvements made by the original homebuyer. To the extent that net proceeds are available at closing, all of the HOME funds are due and payable. In the event of foreclosure, the lender may not require the borrower to repay an amount greater than the net proceeds available after the foreclosure sale. The recapture provision is enforced through execution of a declaration of deeds restrictions that identifies the period of affordability, primary residency requirement, and term and conditions required when using the recapture provision.

Homebuyer assistance may be used for down payment assistance and/or principal mortgage reduction via a secondary mortgage. The borrower's income cannot exceed 80% of the area median income adjusted by family size, as published annually for Greenville. Loan amounts may be up to \$20,000 (20% of sales price of home with cap of \$20,000). Loans will be amortized over a 15-year period at 0% interest. If the property

is disposed voluntarily, involuntarily, or is in default, the percentage of repayment is based on the actual year.

Assistance provided to nonprofit agencies through the CDBG program will be secured with a subrecipient agreement/ contract. Should the agency fail to comply with program rules, the assistance will be recaptured.

Recaptured HOME funds by CHDOs on behalf of the City of Greenville are not considered to be CHDO proceeds but will be used by the CHDOs to provide affordable housing for Greenville residents.

Recaptured HOME funds provided by an agency other than a CHDO will be recaptured by the City of Greenville to be used for eligible HOME activities in accordance with the requirements of the HOME statute and regulations in the same manner as program income.

3. A DESCRIPTION OF THE GUIDELINES FOR RESALE OR RECAPTURE THAT ENSURES THE AFFORDABILITY OF UNITS ACQUIRED WITH HOME FUNDS? SEE 24 CFR 92.254(A)(4) ARE AS FOLLOWS:

The recapture provision will ensure that each HOME assisted unit will remain affordable for a period of time determined by the recapture schedule below, established in accordance with CFR 92.254(a)(4):

<u>Home Funds Provided</u>	<u>Period of Affordability</u>
Less than \$15,000	5 years
\$15,000 to \$40,000	10 years
More than \$40,000	15 years
New Construction	20 years

Housing rehabilitation assistance will be offered to persons/ families with incomes up to but not greater than 80% of the area median income adjusted by family size, as published annually for Greenville. For households with incomes less than 50% of the area median income, a 10-year deferred loan of up to \$60,000 will be offered for rehabilitation assistance. For households with incomes from 51% to 80% of the area

median income, the combination of a deferred payment loan and a no-interest loan is available. Deferred loans are forgiven at a rate of 10% each year and no-interest loans are amortized over 10 years. In no case may the assistance exceed \$60,000 unless under special circumstances that warrant exceeding the maximum price and approval of the City Manager is granted.

Assistance provided to nonprofit agencies through the CDBG program will be secured with a subrecipient agreement/ contract. Should the agency fail to comply with program rules, the assistance will be recaptured.

HOME funds recaptured by Community Housing Development Organizations on behalf of the City of Greenville are not considered CHDO proceeds but shall be used by the CHDOs to provide affordable housing for City of Greenville residents.

Recaptured HOME funds provided by an agency other than a CHDO will be recaptured by the City of Greenville to be used for eligible HOME activities in accordance with the requirements of the HOME statute and regulations in the same manner as program income.

4. PLANS FOR USING HOME FUNDS TO REFINANCE EXISTING DEBT SECURED BY MULTIFAMILY HOUSING THAT IS REHABILITATED WITH HOME FUNDS ALONG WITH A DESCRIPTION OF THE REFINANCING GUIDELINES REQUIRED THAT WILL BE USED UNDER 24 CFR 92.206(B), ARE AS FOLLOWS:

The City has no plans to utilize HOME funds to refinance existing debt secured by multifamily housing rehabilitated with HOME funds



City of Greenville, North Carolina

Meeting Date: 04/13/2023

Title of Item: Ordinance to designate Brown Hill Cemetery, located at 811 Howell Street and further identified as Pitt County Parcel Number 28989, as a Local Historic Landmark

Explanation: The Historic Preservation Commission on behalf of the City of Greenville has requested to have Brown Hill Cemetery, located at 811 Howell Street, designated as a Local Historic Landmark.

Along with the College View Historic District, there are currently 27 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 May 6, 2021, the Selection Committee met and recommended proceeding in creating a report for the State Historic Preservation Office (SHPO).

On May 25, 2021, the Selection Committee presented a recommendation for proceeding with the report to the HPC, who then passed a resolution asking City Council to fund Survey and Research Reports this property and four other city owned properties.

On November 29, 2021, local historian Roger Kammerer was contracted by the City of Greenville to create the Survey and Research Report for this and seven other properties.

On September 29, 2022, the Historic Preservation Commission voted unanimously to accept the Survey and Research Report for Brown Hill Cemetery as the Commission's report and to forward the report to SHPO.

On November 14, 2022, SHPO advised that the Brown Hill Cemetery has the requisite special significance and integrity for landmark designation with the following comments:

"The Brown Hill Cemetery located at the corner of Howell and South Skinner Streets in downtown Greenville appears to be a good candidate for local landmark designation. The cemetery appears to retain a high degree of historic integrity, retaining the integrity of location, setting, design, materials, workmanship, feeling, and association. Based on the photographs, the cemetery contains a variety of simple tablet and ledger markers dating from the early-to-mid-twentieth century. In addition to the markers, the cemetery retains historic masonry plot curbing and edging, the historic gravel road network, and minimal landscaping, all of which add to the property's historic character. We believe the designation report will provide the preservation commission and local governing board sufficient information to determine whether the Brown Hill Cemetery possesses the requisite special local significance and integrity for local historic landmark designation."

Fiscal Note:

Cost associated with the purchase and installation of a historic landmark plaque

Recommendation: Adopt the ordinance designating Brown Hill Cemetery as a Local Historic Landmark.

On March 28, 2023, the Historic Preservation Commission unanimously voted to recommend to City Council that the Brown Hill Cemetery be designated as a Local Historic Landmark.

ATTACHMENTS

-  [ORDINANCE_LLD_BROWN_HILL.pdf](#)
-  [BROWNHILL S&R REPORT.pdf](#)

ORDINANCE NO. 23-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
DESIGNATING THE PROPERTY KNOWN AS THE BROWN HILL CEMETERY IN
GREENVILLE, NORTH CAROLINA, AS A HISTORIC LANDMARK

WHEREAS, the property known as Brown Hill Cemetery began as a cemetery for slaves, then became a community cemetery known as “Cooper/Cooper’s Field,” and finally as “Brown Hill Cemetery” in 1939, and is the largest and perhaps the oldest black cemetery in the City of Greenville; and

WHEREAS, the property is located at 811 Howell Street, in the City of Greenville, Pitt County Tax Parcel No. 28989, is more particularly described in Exhibit A, and is currently owned by the City of Greenville; and

WHEREAS, Pitt County Tax Parcel No. 28989 is referred to herein as “Brown Hill Cemetery”; and

WHEREAS, the graves of Greenville’s black merchants, teachers, artisans, day laborers, singers, writers, cooks, gardeners, caregivers, factory workers, ministers, politicians, and war veterans are found in Brown Hill Cemetery; and

WHEREAS, the property known as Brown Hill Cemetery 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 Roger Kammerer; 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; and all statements and information in the Survey and Research Report prepared by Roger Kammerer and the presentation to the City Council on April 13, 2023, on the question of designating the property known as Brown Hill Cemetery 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.

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

Section 1. The property herein defined and known as Brown Hill Cemetery located at 811 Howell 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.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. 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 4. That this ordinance shall become effective immediately upon its adoption.

Duly adopted this 13th day of April, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

Exhibit A

Property Name:	Brown Hill Cemetery
Property Location:	811 Howell Street, Greenville, Pitt County, North Carolina
Pitt County Tax Parcel:	28989
Current Owner:	City of Greenville
Property Description Reference:	Register of Deeds of Pitt County in Book V-22 at page 556

The property is further described as follows:

Situated in Greenville, Pitt County, North Carolina on the North side of Howell Street and the East side of North Skinner Street and being more particularly described as follows;

Beginning at an iron stake on the ditch bank, about 12 feet west of a large pine, the beginning point being the corner of the Guy T. Evans, Greenville Cotton Mills, and W. B. Brown land, runs thence N 34—48 E 1134 feet to an iron stake in the field; thence S 66—30 E 91 feet to an iron stake on the edge of the path; thence N 87 E 111 feet to an iron stake in the center of the path; thence S 79—25 E 68 feet to an iron stake, the southeast corner of the Colored Cemetery; thence N 34-40 E 195 feet to an iron stake; thence S 83-45 E 404 feet to an iron stake at the intersection of Wyatt and Third Streets; thence S 11—20 W along the western line of Third Street 197 feet to an iron stake; thence N 87 W 63.3 feet to an iron stake; thence S 15—40 W 126 feet to an iron stake; thence N 87 W with the northern line of William Street 159.3 feet to an iron stake; thence S 3—05 W with the eastern line of Ames Street 750 feet to an iron stake on the back of the brick yard hole; thence N 88—52 W 678 feet to an iron stake on the ditch bank; and thence N 87—27 W 407 feet to the beginning; containing 19.09 Acres by actual survey made by W. C. Dresbach May 12 & 13 1939, reference to streets being as they appear on plat of W. B. & James Brown land registered in Map Book 2, p. 110 and Map Book 1, page 62.

Excepting, of course, a public right of way in a strip of land 40 feet wide running the southern property line 700 feet to the line of William Street, which has been dedicated as Ames Street, as appears on plat Map Book 1, p. 62.

**Survey and Research Report
For Local Landmark Designation**

**Brown Hill Cemetery
Greenville, North Carolina**



**Roger Kammerer
2022**

History of Brown Hill Cemetery

By Roger Kammerer

Situated on Howell Street across from South Greenville School and backing up to the railroad tracks behind Garris Evans Lumber Company and a section of Greenville known as “Newtown,” and adjacent to the “Bama” section, lies a significant Greenville cemetery. Even today many people are unaware of its existence. Once known as “Cooper Field” Cemetery and later as “Brown Hill Cemetery,” it is the resting place for many generations of the black community of Greenville. It is here in Brown Hill Cemetery we find the graves of Greenville’s black merchants, teachers, artisans, day laborers, singers, writers, cooks, gardeners, caregivers, factory workers, ministers, politicians, and war veterans, just to name a few.

In 1924, the City of Greenville purchased the James Brown farm of 101 acres; 30 acres to become” Brown Hill Cemetery.” In 1939, the city purchased 19 more acres, called “Cooper Field,” northwest of Brown Hill Cemetery.

We know “Cooper Field” Cemetery was the resting place for the poor black workers of the several factories near Howell Street and those who lived in “Newtown: and “Bama,” at the turn of the century. In 1969, during the Shore Drive Redevelopment, the Sycamore Hill Baptist Church felt compelled to move from First Street and the beautiful Sycamore Hill Church building itself was firebombed. The graves of the Sycamore Hill Baptist Church were moved from First Street to Brown Hill Cemetery. Years of neglect of Brown Hill Cemetery, other than mowing, have left the resting place of the ancestors of our fellow citizens sterile, forlorn, and forgotten.

In 2021, Candace Pearce, vice-chair of the Greenville Historic Preservation Commission, started an exciting campaign to stop the neglect of the Brown Hill Cemetery and to bring attention to and revive the memories of those interred there. She has gotten a website uploaded to Facebook entitled “*Friends of Brown Hill and Cooper Field Cemeteries*” and elicits readers to share stories, histories, memories, and photographs of their loved ones who rest in this remarkable cemetery.

Land Ownership History

To understand how Brown Hill Cemetery developed we must go back to the early deeds. The property on which Brown Hill stands (including the “Bama” section or South Greenville) was once known as the “the Greene Place.” This trail of ownership can be followed from the following deed from 1903 for a portion of the Greene Place.

[Pitt County Deed Book Z-7, p. 95] Dec. 30, 1903—“W. L. Brown, Zeno Brown, Wiley Brown and wife Mollie, of Pitt County and L. V. Morrill and wife Jennie M., of Greene Co., NC, sold to W. B. Brown and James Brown of Pitt Co., NC, for \$1,866.66 the tract known as “the Greene Place,” containing 90 acres, situated South of Greenville, on the Wilmington & Weldon Railroad and embracing all the lands on West side of the said railroad including three acres bought of B. F. Patrick Jan. 22, 1890 by Jane M. Brown; beginning at said railroad bounded on the North by House and Atkins lands, on the West by T. R. Moore and Ben Moye lands, on the South by Amos Evans heirs and James Hester land. This being the land west of Railroad inherited by Jane M. Brown from her father’s estate.”

Also, from the City purchase deed in 1939....

[Pitt County Deed Book V-22, p. 556] On Oct. 1, 1939 the City purchased from Bessie R. Brown, Admin. of W. B. Brown, dec’d., 19 acres for \$2,863.50—“land southwest of Greenville known as the “Greene Place,” sometimes called “Cooper Field.” bounded on the North by the present colored cemetery and Wyatt Street; bounded on the East by Third and

Ames Street and land of W. H. Dail and Guy T. Evans; bounded on the West by the Greenville Cotton Mill property..."

So, looking into local genealogy, we find the land in the 1800's was owned by Charles Greene (ca. 1797-1861), who married Jemima Smith. Their daughter Jane Maria Greene (1828-1899) married in 1854 to Dr. William M. Benjamin Brown (1823-1903). Their children are the ones mentioned the former deed as owning the land. Charles Greene moved from the farm into Greenville on Third Street in 1843 and opened a store with his son.¹ He owned several town lots and a brickyard.² It was Charles Greene that built the historic house on Third Street across from the Pitt County Courthouse about 1844. Greene also ran a mill near Greenville which gave the name to the Greene Mill Run.

Development of an Early Cemetery

Next in the investigation is when did a cemetery begin on the Greene Place. According to Sam Barber in his book," *A Journey To Purchasing and Naming The Brown Hill Cemetery,*" Brown Hill Cemetery "grew out of a slave burial ground and the [Brown Hill} colored cemetery ultimately from the Cooper Field Cemetery."³ Certainly, if this was the Greene plantation, they may have had a slave burial ground at this spot. If so, no extant markers survived. Possibly only the location of Coopers Field marks the memory of the location of the slave cemetery. Also, the New Town Cemetery (mentioned later) could be the original location of the slave cemetery.

To investigate this, the oldest gravestone marker in Brown Hill Cemetery is for "Mollie Brown (b. Nov. 4, 1868, d. Nov. 30, 1887) wife of Andrew Brown." This grave is believed to have been moved from the Sycamore Hill Church Cemetery. The next oldest gravestone marker is for John Marable, (d. 1905), which may also be from the Sycamore Hill graveyard.

In early 1888, there was a Burial Association formed by the black community in Greenville known as the "Benevolent Religious Burying Society," whose purpose was the mutual aid to its members and others, to aid the sick and bury the dead. The members were: Matthew Kittrell, John Ward, Henry Brown, Caesar Randolph, Benjamin Price, Turner DeGraftenreidt, Absalom Randolph, Aaron Evans, Blount Stocks, William Smith, Benjamin Dancy, James Evans and Lucas Ringold. There was no capital stock in the company, and it was incorporated for thirty years.⁴

In September 1888, another Burial Association was formed by the black community in Greenville known as the "Queen Esther Mutual Aid Society," The incorporators were: Jesse E. Holliday, Fanny E. Holliday, Jorgauner Willay, James Holliday, Spencer Payton, Simon Payton, Simon Tetton, Millis Tetton, Hoyt Little, Toney Forman, Maria Payton, Colonel Holliday, and others associated with them. Their purpose was the relief of the sick and disabled members and defraying the expense of their burial and extending other charities to dependent members. There was no capital stock in the company, and it was incorporated for thirty years.⁵

¹ NC Supreme Court Cases, case #6182; NC Archives, Raleigh, NC.

² Pitt County Deed Book RR-582.

³ Barber, Sam; *A Journey To Purchasing and Naming The Brown Hill Cemetery*; 2015.

⁴ *Eastern Reflector*, May 23, 1888.

⁵ *Eastern Reflector*, Sept. 5, 1888.

The first recognition of a cemetery on the Brown property occurred on Dec. 1, 1907, when W. B. Brown and his wife Nancy L. and James Brown and his wife E. S., sold to Tony B. Evans, Shade Gray, Slade Donaldson, Henry Sheppard, and Redmond Fleming, Trustees of “New Town Cemetery,” for \$200—two acres—known as part of the “Greene Place,” beginning at a stake on Ben Moye line--420 x 210 ft.⁶

It appears that the cemetery on “the Greene Place” was sold to a group of black men and given the name of the new section of Greenville over the railroad tracks named “New Town,” formerly called “Stump Town. Research has not uncovered how the New Town Cemetery came back into the hands of W. B. Brown. Maybe by neglect and abandonment, since Brown’s land surrounded the cemetery.

The Development of Cooper Field Cemetery

First thing to understand is there were Coopers Field’s in cities all over the country, denoting a burial place for the poor.

In 1966, a small history of Coopers Field was given in a petition to the Greenville City Council stating “Coopers Field is a private cemetery located adjacent to Brown Hill Cemetery on land now owned by the City. Persons buried therein were interred without benefit of lease or deed. The burial ground was in use previous to the City acquisition. Lots were not sold by the City.”⁷

It appears that the word “Cooper/Coopers Field” for this property began being used about 1914., though later deeds imply that the lots being sold in 1904 were also in Cooper Field.

By 1904, W. Benjamin and Nancy L. Brown and James and Elvira S. Brown had their Greene Place land divided off and platted and began selling lots.

In Oct. 1904, Benjamin W. and Nancy L. Brown and James and Elvira S. Brown sold land in Coopers Field and adjacent to and east of Cooper Field cemetery to the “Trustees of the Colored Christian College.”⁸ In 1910, they bought more lots. The Rev. W. M. Wiggins (1872-1951) is credited for building the “Tar River Institute,” a religious school operated by the Eastern Baptist Association, located on Wiley Street (between Williams and Wiley Streets.)⁹

On Apr. 2, 1906, W. Benjamin and Nancy L. Brown and James and Elvira S. Brown sold to Mollie Lock for \$625 a house and lot in South Greenville (in what is known as Cooper Field) on the Greene Place, on the corner of South and Second Streets, known as Lot No. E-4 in plot of said place. Mollie Lock was a schoolteacher, and she had a private school built on her lot beside her home. The school is seen on the 1916 Sanborn Insurance Map. On Dec. 21, 1921, she bought the lot next door to her. She sold her lots on Mar. 4, 1926 to Julius Williams.¹⁰

The Brown family sold numerous lots on the “former Greene Place” and Cooper Field property, developing part of what became known as “South Greenville.”

In the 1916-1917 Greenville City Directory, you do not find Cooper Field mentioned; but under the listing of Railroad Avenue off of Pitt Street, you find a number of people and the Tar River Institute

⁶ Pitt County Deed Book, J-9, p. 190—Dec. 3, 1907.

⁷ June 9, 1966 Greenville City Council Minutes.

⁸ Pitt County Deed Book M-8, p. p/ 329.

⁹ *The Baltimore Afro American*, Baltimore, MD, Apr. 11, 1953.

¹⁰ Pitt County Deed Book O-17, p. 359.

that are listed elsewhere as being in Coopers Field. In the 1922 Greenville City Directory, about 21 families are listed as living at “Cooper’s Field,” a distinct neighborhood in town.

The 1937-38 Greenville City Directory lists Cooper Field with a population of 216. The 1938-39 Greenville City Directory lists Cooper Field as “a colored section southwest of the junction of ACL RR and NS RR, pop. 223.”

At the May 1939 Greenville City Council meeting the matter of the Colored cemetery in what is known as Cooper Field was discussed and Harry Brown, attorney or the W. B. Brown estate stated that they had approximately 19.5 acres of land that they would sell to the city at the price of \$3000.00 but would prefer a cash deal. As no recent survey had been made of this property and that one strip of land was claimed by the Greenville Cotton Mills, this matter was referred to Mr. Harry Brown and Mr. R. Lee to investigate and endeavor to have the property lines located.¹¹

At the June 1, 1939 Greenville City Council meeting, Dr. J. A. Battle appeared before the board and stated “his race was in full accord with the idea of the town purchasing this land (Cooper Field) and developing it into a Cemetery for the colored people.”¹²

On June 21, 1939, at a special session of the Greenville Board of Aldermen, they gave the cemetery committee authority to purchase property for a black cemetery. The next day, the cemetery committee met and closed a deal for the purchase of 19.09 acres from the W. B. Brown estate.¹³

On Oct. 1, 1939 the City purchased from Bessie R. Brown, Admin. of W. B. Brown, dec’d., 19 acres for \$2,863.50—“land southwest of Greenville known as the “Greene Place,” sometimes called “Cooper Field.” bounded on the North by the present colored cemetery and Wyatt Street; bounded on the East by Third and Ames Street and land of W. H. Dail and Guy T. Evans; bounded on the West by the Greenville Cotton Mill property.¹⁴

At the January 1940 Greenville City Council meeting, Alderman J. A. Collins reported that curbing was being placed in the colored cemetery, but rising costs made them quit, The City board then made motion for the cemetery committee to continue the curbing until 2,000 feet of curbing was laid.

At the February 1940 Greenville City Council meeting, City Engineer, H. L. Rivers reported that progress was being made on the “new colored cemetery” and revealed that an application had been made to Public Works Administration (PWA) to provide common labor to work on the cemetery. Also, maps had been prepared of the cemetery by Mr. Henry L. Rivers.¹⁵

At the May 20, 1940, Greenville City Council meeting in the City Clerk’s Office, the Cemetery Committee composed of J. A. Collins, L. B. Fleming and Joseph M. Taft, discussed the matter of buying a new fence for the colored cemetery. In discussion with Mr. G. E. Cherry, Jr. of the Stewart Iron Works, it was learned that the City would have to purchase the posts for the fence, the WPA allotment was insufficient to buy the posts and wire for the fence. The posts were purchased the following day for \$647.00. The committee then named the price list for the new colored cemetery--for single graves 10x20 ft, four grave sections --\$10 each; \$35 each for inside lots; and \$45 each for corner lots. For 20x20 more than four grave sections--\$100 each for inside lots and corner lots.¹⁶

¹¹ May 4, 1939 Greenville City Council Minutes.

¹² June 1, 1939 Greenville City Council Minutes.

¹³ *Daily Reflector*, June 22, 1939.

¹⁴ Pitt County Deed Book **V-22, p. 556.**

¹⁵ *Daily Reflector*, Feb. 9, 1940.

¹⁶ May 20, 1941 Greenville City Council Minutes.

At the August 1940 Greenville City Council meeting it authorized the Street Department, under the supervision of Engineer Rivers, to lay curb and gutter on both sides of the 20 ft. driveway in the colored cemetery, from Williams Street to driveway running east and west approximately 354 ft. on both sides.¹⁷

At the February 1941 Greenville City Council meeting, Alderman J. A. Collins reported on the curb and gutters recently put in the colored cemetery, stating that according to figures of Engineer Rivers, they had put down 2398 feet of curbing at the cost of 18 ½ cents per foot.¹⁸

At the April 1941 Greenville City Council meeting, Guy T. Evans came before the Board and asked permission to put some fence posts on the city land at the colored cemetery property, due to his line running through a clay hole. Alderman R. E. Sellers, who used to operate the Dail Brick Yard, explained to the Board just how the property was located. Motion was approved and fence can be put up of the length of about 400 feet or less.¹⁹

At the August 1942 Greenville City Council meeting, Mr. J. H. Rose took up with the City Board the burial lot of Prof. C. M. Eppes in which he was buried in the new colored cemetery. He informed the Board that Mayor B. B. Sugg had held back his check for the burial lot and after much discussion, in appreciation of Prof. C. M. Eppes' service to the City Schools, that the Board of Aldermen and School Board would donate Lot 90 section A in the new colored cemetery to Prof. Eppes.²⁰

At the Sept. 1942 Greenville City Council meeting, Henry L. Rivers, City Engineer, presented a sketch to the City Board showing the different approaches to the colored cemetery. The matter was referred to the Cemetery committee and the Street committee to see what arrangements could be made about the approaches.²¹

At the Oct. 1942 Greenville City Council meeting, Alderman J. A. Collins read a report on the curb and gutters completed at the new colored cemetery. 1750 feet of 6" x 12" concrete curbing was constructed developing 108 lots.²²

At the Jan. 1943 Greenville City Council meeting the city Clerk informed the City Board he had taken up with Miss Bessie Brown the matter of naming the new colored cemetery. She stated that the W. B. Brown Estate would raise no objection whatsoever in using the name "Brown" in naming the cemetery and it was declared, at present, to name the cemetery "Brownhill Cemetery." If no objections were raised at the February 4th meeting the Clerk would have deeds printed so they could be delivered for lots sold.²³

At the March 1943 Greenville City Council meeting, Mayor B. B. Sugg called upon Prof. W. H. Davenport, Principal of the black school and other interested people before the City Board, who asked permission to use the cleared land adjacent to the colored cemetery for gardens for the black citizens of Greenville. The Board agreed and H. L. Rivers, City Engineer, was instructed to work with Prof. Davenport in staking off various lots of different sizes for the different families.²⁴

¹⁷ August 1940 Greenville City Council Minutes.

¹⁸ Feb. 6, 1941 Greenville City Council Minutes.

¹⁹ Apr. 3, 1941 Greenville City Council Minutes.

²⁰ Aug. 6, 1942 Greenville City Council Minutes.

²¹ Sept. 3, 1942 Greenville City Council Minutes.

²² Oct. 8, 1942 Greenville City Council Minutes.

²³ Jan. 21, 1943 Greenville City Council Minutes.

²⁴ Mar. 11, 1943 Greenville City Council Minutes.

At the Sept. 2, 1943 Greenville City Council meeting, Ms. Frances Boyd, daughter of Boston Napoleon Boyd, petitioned the City to allow her to assume personal responsibility to maintain the colored cemetery. How the City responded to her petition is unknown.²⁵

At the Jan. 17, 1947 Greenville City Council meeting, Earnest Carney, a black man, came forward and made an offer to the city of \$10 an acre, for approximately 5 or 6 acres for cultivation adjacent Brown Hill Cemetery. A group of black ladies came forward and protested. The ladies were: Evelyn Gay, Ella Langley, Trudy Stokes, Mary Taylor, Novella Best, Martha Carr, Joetta Crossland and Lula Wilson. They stated that they had been cultivating the same property for four consecutive years and desired to continue this year and gladly pay rent. The renting of the land was referred to committee. What the outcome was is unknown.²⁶

In Feb. 1947, the Greenville City Council approved extending the City Limits to include Hillsdale, including the baseball park, the Bama, now known as South Greenville, and east Greenville from the present city limits to Greenwood cemetery, and to include the NYA center. A bill was drawn up outlining the proposed extensions to be introduced in the General Assembly.²⁷

At the Dec. 4, 1947 Greenville City Council meeting, a letter was read from the Young Women's Social Club requesting the use of a portion of Brown Hill Cemetery property as a playground. The City Clerk was to notify these people to come to the Clerk's Office and see what could be worked out.²⁸

At the May 6, 1948 Greenville City Council meeting, J. H. Rose, Superintendent of Greenville Schools, asked the city to approve the building of a six room school building on the Brown Hill Cemetery land for a primary school for negro children. It was approved by the Board.²⁹

At the Feb. 3, 1949 Greenville City Council meeting, Mr. W. Z. Morton was allowed to rent any portion of land at Brown Hill Cemetery that would not be needed by the Greenville City Schools.³⁰

On Apr. 8, 1949, the contract was let for the first unit of the South Greenville Elementary School, called "Cooperfield School," on a 15-acre site across from Brown Hill Cemetery on part of Coopers Field. J. W. Griffith was architect of the school and O. W. Godwin, of Dunn, NC, was the contractor. The school opened on May 1, 1950 with over 325 pupils in attendance. On Mar. 23, 1954, contract was let for the second unit of the South Greenville Elementary School. This second unit included 9 classrooms, cafeteria, kitchen, library, and auditorium. This new part opened in September 1955.³¹

On June 1, 1950, Sylvester Wilson, local black businessman and president of the "Pitt County Negro Demonstration Club" submitted a letter to the city board asking for several things for the black community. One was that the city hire two cemetery keepers to keep and maintain a good cemetery for our group. The city said they would look into it.³²

At the Feb. 2, 1952 Greenville City Council meeting, the city clerk reported to the board in regards to the exchanging of two bodies in Brown Hill Cemetery. The body of Washington Miller's daughter was to be moved from a single grave to Washington Miller's plot No# 71 in section B and the unknown body

²⁵ Sept. 2, 1943 Greenville City Council Minutes.

²⁶ Jan. 17, 1947 Greenville City Council Minutes.

²⁷ *Daily Reflector*, Feb. 4, 1947.

²⁸ Dec. 4, 1947 Greenville City Council Minutes.

²⁹ May 6, 1948 Greenville City Council Minutes.

³⁰ Feb. 3, 1949 Greenville City Council Minutes.

³¹ *Daily Reflector*, May 1, 1950/ Nov. 12, 1957.

³² June 1, 1950 Greenville City Council Minutes.

buried in in plot No# 71 was to be removed to the single grave lot. The city attorney was to post notice on the removal of these bodies from one plot to another in Brown Hill Cemetery.³³

At the April 3, 1952 Greenville City Council meeting, it was recommended to the board that they purchase new land on Howell Street for the colored cemetery from Lelia E. Johnson for \$2,200. The Street and Cemetery Committees agreed that the city needed this land for the black cemetery.³⁴

At the Dec. 1959 Greenville City Council meeting, a motion was made by councilman C. W. Harvey, Jr. to approve transfer of property between Brown Hill Cemetery and J. H. Blount and authorize the Mayor to execute papers necessary to get the cemetery property line in order on a near equal basis.³⁵

Sycamore Hill Graveyard Moved

On Dec. 18, 1959, the Greenville Redevelopment Commission was set up and adopted by ordinance by the City Council.

The Sycamore Hill Baptist Church and cemetery fell within the proposed Shore Line Redevelopment of the Greenville Redevelopment Commission.

On Sept. 16, 1963, a "Not To Be Acquired" agreement was made between the City, the Redevelopment Commission and Sycamore Hill Baptist Church. There were numerous meetings to discuss the Church and cemetery. The City had maintained that they would not acquire the church property against their will since the beginning of the project downtown.³⁶

But with pressures of everything being demolished around the Church for blocks they decided to reach out to the Redevelopment Commission to see their options.

In early July 1967, the Redevelopment Commission approved a resolution requesting the withdrawal of the 'Not To Be Acquired' designation for Sycamore Hill.³⁷

In a letter and meeting dated July 31, 1967, between the Greenville Town Council and the Deacons and Trustees of Sycamore Hill, the church leaders were looking into what needs to be done if they decided to relocate. Mayor Gene West stated to the leaders " the Sycamore Hill Baptist Church is not being forced to sell their property to the Redevelopment Commission. Before this could be done a signed statement would have to be received from the Church requesting that your agreement 'Not To Be Acquired' be rescinded and that this property to be made available for acquisition. Likewise, if you want your Church to remain as it is on its present site, we would like to have a statement from you signed by appropriate Church leadership so stating." Mayor West said they would honor the "Not To Be Acquired Agreement," but felt they were making a mistake financially by not moving when there is money now in the Redevelopment Act. At this meeting, City Manager Harry E. Hagerty pointed out the problem of relocating cemeteries. He reminded the Church leaders that if relocation is done by the Redevelopment Act, removal of the cemetery would be at no cost to the Church and can be legally accomplished. However, if relocation is done later, private business does not have the legal authority to relocate graves. The cemetery is worthless land and an obstacle.³⁸

³³ Feb. 7, 1952 Greenville City Council Minutes.

³⁴ Apr. 3, 1952 Greenville City Council Minutes.

³⁵ Dec. 3, 1959 Greenville City Council Minutes.

³⁶ Greenville Urban Renewal Files, NC Collection, J. Y. Joyner Library, East Carolina University.

³⁷ *Daily Reflector*, July 14, 1967

³⁸ Greenville Urban Renewal Files, NC Collection, J. Y. Joyner Library, East Carolina University.

In early Oct. 1967, the Sycamore Hill Baptist Church wrote a letter to the Department of Housing and Urban Development stating they wanted to remain at their present location. After seeing various preliminary appraisals, the last being \$73,000, the Church put off their decision about moving. It seems the money that would be offered for the Church property would not be enough to buy or build a new church. The Church basically stated that if you want our property, it will be the Redevelopments responsibility to relocate the Church at no cost to the Church. The Department of Housing and Urban Development told the Greenville Redevelopment Commission to proceed immediately with the Shore Drive Project and let the church property alone. This screwed up the redevelopment plans for the streets. The north side of the street would be narrow in this block as compared to the width of the streets in other blocks and would eliminate parking on both sides of the street. Waiting for the Sycamore Hill Church to make a decision put the Shore Drive Project considerably behind schedule.³⁹

At the Dec. 1967 City Council meeting, the council was informed of a rate increase on the price of burial lots in Brown Hill Cemetery. A single grave is \$40; 4 grave lot is \$120 and an 8 grave lot is \$240. All non-residents of the City of Greenville are charged double the above prices.⁴⁰

On Feb. 16, 1968, at the request of the Redevelopment Commission, sent Lester Turnage, real estate appraiser, to meet with Rev. Felder of Sycamore Hill Baptist Church, to go all over the Church to get a new appraisal. In this appraisal, Mr. Turnage stated there was a cemetery “with 23 known graves and probably 19 unknown for a total of 42 graves on this church lot.”

On Mar. 28, 1968, the Redevelopment Commission in negotiating with the church stated in a letter “that since there are some graves to be removed from the parcel, the cost of moving such graves must be borne by the church. This is true because the church cannot deliver fee simple title at the appraised value unless the graves are removed.” It seems that the church had several mortgages pending at the time.

On Sunday, June 9, 1968, the members of the Sycamore Hill Missionary Baptist Church, gathered at 8:45 at the sanctuary of the old church at the intersection of First and Greene Streets. After a brief prayer service honoring the church move and the memory of three long-time church workers—the Rev. J. A. Nimmo, Sunday School superintendent Henry Harris and W. D. Miller, the church members walked in a long procession to their new church home on Eighth Street in the former Eighth Street Christian Church building. The furnishings and church memorials in the old church were moved to the new church between June 7-8, 1968. The church cemetery of 42 graves was scheduled to be moved soon. The last burial in the cemetery was about 1943.⁴¹

At the July 1968 City Council meeting, the City Manager reported that the Sycamore Hill Baptist Church had requested the reservation of 10 (4) grave lots (being 40 grave plots) in the Brown Hill Cemetery to relocate their church cemetery. They requested special consideration on the purchase price of the lots. After discussion of the City Council, the City Manager was to advise Rev. B. B. Felder by letter that the purchase price for these graves be \$120 per four graves or \$40 each.⁴² It being said there were 42 graves and only 40 grave plots one has to wonder if two graves were taken to family cemeteries.

³⁹ IBID

⁴⁰ Dec. 7, 1967 Greenville City Council Minutes.

⁴¹ *Daily Reflector*, June 7, 1968.

⁴² July 11, 1968 Greenville City Council Minutes.

On Aug. 4, 1968, by resolution of the Church Board, they instructed the pastor and the trustees of Sycamore Hill Baptist Church to negotiate with Redevelopment Commission to rescind the “Not To Be Acquired ‘agreement of 1963 and the church property be acquired by the Redevelopment Commission.⁴³

In the early morning hours of Feb. 13, 1969, someone firebombed the beautiful Sycamore Hill Baptist Church. This led to a lower appraisal of the church property.⁴⁴

In a letter dated Feb. 20, 1969, the Redevelopment Commission stated that the price of the church property would be \$45,000 if the graves were moved by others instead of the Commission.⁴⁵

A meeting held on Aug. 6, 1969, in the mayor’s office in City Hall concerning the relocation of the Church cemetery. Before the Redevelopment Commission could acquire the Church property the cemetery must be removed. The City requested the Church to submit a plot plan of the existing cemetery showing the identification of the remains contained therein and the present position in the existing cemetery. Also, a plot plan of the lots to be used in Brown Hill Cemetery indicating which remains are to be buried in which lots and identify which remains are to be placed in what grave site in Brown Hill Cemetery and identify those remains to be relocated in grave sites other than Brown Hill. City Manager Harry E. Hagerty pointed out ”As stated, with legal advice from Attorney Jerry Paul, with faith and prayers and the persistence of Rev. B. B. Felder and the Sycamore Hill Missionary Baptist Church, members, the contentious struggle to get an agreement from the City to relocate the graves in the Sycamore Hill Baptist Church Cemetery to the Brown Hill Cemetery at the City’s expense was successful.”⁴⁶

In early Sept. 1969, it was reported in the local newspaper that City crews had completed the task of clearing grass and weeds from the Sycamore Hill Church Cemetery. City Engineer, Charlie Holliday said that they had to pinpoint the actual gravesite remains before the anticipated purchase of the church property by the Redevelopment Commission. Holliday said that the project underway involved mapping the area and trying to locate the various graves in the cemetery. Following preparation of a map of the grounds and identification of the sites, when possible, a number of the markers would be moved to Brown Hill Cemetery. Rev. B. B. Felder worked with city officials in determining the grave identifications and the clearing work. The city engineer said it would take at least three weeks to complete the work and stated that the removal of any graves or markers to the Brown Hill location or to some of the family cemeteries, as many relatives had suggested, would be a delicate job. John Messick, of the Redevelopment Commission stated that the cemetery work was necessary before the commission could go ahead with their negotiations to buy the property as part of the Shore Drive Project.⁴⁷

On Oct. 8, 1969, the Board of Trustees and Deacons of the Sycamore Hill Missionary Baptist Church, agreed to sell the church property to the Redevelopment Commission for \$50,0000.⁴⁸

On Oct. 9, 1969, Sycamore Hill Missionary Baptist Church, Inc., stated they had hired the Flanagan Parker Funeral Home to move the graves to Brown Hill Cemetery.⁴⁹

⁴³ IBID

⁴⁴ *Daily Reflector*, Feb. 14, 1969.

⁴⁵ Greenville Urban Renewal Files, NC Collection, J. Y. Joyner Library, East Carolina University.

⁴⁶ Aug. 6, 1969 Greenville City Council Minutes.

⁴⁷ *Daily Reflector*, Sept. 5, 1969.

⁴⁸ Greenville Urban Renewal Files, NC Collection, J. Y. Joyner Library, East Carolina University.

⁴⁹ Pitt County Deed Book V-38, p. 53.

At the Oct. 9, 1969, Greenville City Council meeting, the City gave the Sycamore Hill Missionary Baptist Church, the grave lots No. 41-70 of Section CC in Brown Hill Cemetery. Each number represents four grave plots, making it a total of 120 grave plots. The City also gave the church \$5,000 to assist in the removal of the graves; \$2,500 at the beginning to get started and the other half upon written notice from them that the removal of graves was completed. The City agreed to make available a backhoe, a front end loader and the services of an operator if necessary for the excavation. That Sycamore Hill Missionary Baptist Church assumes all legal responsibility for the removal of the graves.⁵⁰

There were apparently more than 42 graves found in Sycamore Hill Cemetery when they cleaned it off back in September 1969. On Oct. 24, 1969, City Engineer, C. A. Holliday produced a map showing 97 identified and 7 unknown graves moved from Sycamore Hill Cemetery into section CC of Brown Hill Cemetery. From the next information given it appears they didn't finish moving the bodies until early November 1969. So, the map made by C. A. Holliday must have been the planning map mentioned previously showing where they were going to put each individual grave from Sycamore Hill into Brown Hill Cemetery.

In a letter dated Oct. 31, 1969, it stated that the graves were being moved, but they had not finished the project.⁵¹ It was reported later that every effort was made to save the trees that existed in the rear of the church, but some of the trees were damaged in the grave removing process and would have to be cut down⁵²

On Nov. 11, 1969, it was discovered that the letter from the Sycamore Hill Missionary Baptist Church to the Redevelopment Commission agreeing to sell the church property to the Redevelopment Commission had been missent to a lawyer in Charlotte, NC. Also, Rev. Felder and W. E. Flanagan, president of the Flanagan-Parker Funeral Home sent an undated notice to the Redevelopment Commission stating "the Church has removed all bodies, known and unknown, from the Sycamore Hill Missionary Baptist Church Cemetery to the Brown Hill Cemetery. The undersigned further says that all the said bodies removed were given a Christian burial."⁵³

On Nov. 19, 1969, the trustees of Sycamore Hill Baptist Church sold their church property to Sycamore Hill Missionary Baptist Church, Inc., a non-profit, and they in turn sold it to the Greenville Redevelopment Commission.

The remains of the Sycamore Hill Missionary Baptist Church were then razed, and the brick debris was dumped on land at 110 West Moore Street owned by Mr. and Mrs. George O. Jackson, Sr.⁵⁴

According to Sam Barber in his book, "A Journey To Purchasing and Naming The Brown Hill Cemetery" that Rev. Nimmo of Sycamore Hill testified to the Redevelopment Commission that there more than 200 bodies in the church cemetery. He had been pastor at Sycamore Hill for 33 years. There were probably more than the 42 graves, but it does seem strange that Rev. Felder or other older members of the Sycamore Hill Church did not bring this forward during the years of negotiations. Then after the City cleans out the overgrown Sycamore Hill Cemetery, they find 97 identified graves and 7 unknowns to move to Brown Hill Cemetery. The author of this history was personally told in the 1970's that Tar River freshets had washed away graves in the lower part of the church graveyard many years before.

⁵⁰ Oct. 9, 1969 Greenville City Council Minutes.

⁵¹ Greenville Urban Renewal Files, NC Collection, J. Y. Joyner Library, East Carolina University.

⁵² *Daily Reflector*, Jan. 8, 1979.

⁵³ Greenville Urban Renewal Files, NC Collection, J. Y. Joyner Library, East Carolina University.

⁵⁴ IBID

According to Sam Barber in his book,⁵⁵ *A Journey To Purchasing and Naming The Brown Hill Cemetery*,” he stated he could not find no evidence of headstones of these identified moved graves in the CC section of Brown Hill Cemetery. But again, the Rev. Felder and W. E. Flanagan, president of the Flanagan-Parker Funeral Home sent an undated notice to the Redevelopment Commission stating “the Church has removed all bodies, known and unknown, from the Sycamore Hill Missionary Baptist Church Cemetery to the Brown Hill Cemetery. The undersigned further says that all the said bodies removed were given a Christian burial.”⁵⁵

Possibly the word “identified” not only meant a grave with a headstone, but also meant that someone at the Sycamore Hill knew the name of the deceased in the burial plots of the church. Even then the grave could have been identified and had no marker. Then no one paid for or put a marker on the identified grave in Brown Hill Cemetery. The only identification for the graves were on the aforementioned maps supposedly held by the Sycamore Hill Baptist Church and the City of Greenville.

At the Feb. 1974 Greenville City Council Meeting, the Rev. B. B. Felder of the Sycamore Hill Missionary Baptist Church, requested the purchase of 48 grave sites within Brown Hill Cemetery. Rev. Felder explained that the purchase was sought so that members of the church could be buried together. The Council approved the request with the requirement that a contract be secured with the church stipulating that individual church members would not have to pay more for a grave site than the church paid the city. The city had followed a policy that no one would be allowed to speculate on burial property through a purchase by the city. Rev. Felder noted that a map indicating the location of specific grave sites would be maintained at the church and would be available for city records.⁵⁶

Brown Hill Cemetery Until Now

For many years the locals still referred to Brown Hill Cemetery by the old name “Coopers Field Cemetery.”

In Feb. 1966, “The Helping Hand Club of Greenville,” Sylvester Wilson, president, took on a project of beautification of the “*Cooper Field Cemetery*.” The club asked that all citizens or heirs who owned lots or grave plots in the cemetery to visit Twelfth Street Grocery Company to sign a petition authorizing the project. Permission was necessary before the project could be presented to the City of Greenville. The Helping Hands planned to remove all debris, paper, weeds, and rubbish that was then defacing the cemetery.⁵⁷

At the June 1966 Greenville City Council meeting, the City Manager reported that C. K. Beatty received a petition with approximately 64 signatures requesting the City Street Department to clean and clear Coopers Field Cemetery of all debris, paper, weeds, and rubbish which is defacing the beautification of Coopers Field Cemetery.⁵⁸

At the July 1966 Greenville City Council meeting, the City Manager reported that a survey of the existing property lines had been made in Coopers Field Cemetery. The fence was to be moved at an early date and maintenance on all graves located on City property.⁵⁹

⁵⁵ IBID

⁵⁶ *Daily Reflector*, Feb. 10, 1969.

⁵⁷ *Daily Reflector*, Feb. 21, 1966.

⁵⁸ June 9, 1966 Greenville City Council Minutes.

⁵⁹ July 14, 1966 Greenville City Council Minutes.

At the July 1967 Greenville City Council meeting, Sylvester Wilson requested the City Council, on behalf of the Helping Hand Club, that Brown Hill Cemetery be extended to include graves now located in the “Copper Hill” Cemetery (Coopers Field). Mr. C. A. Holliday presented a map showing the location and proposed extension. Following discussion, it was approved. City Council and they directed C. K. Beatty to contact the funeral directors and advise them that all buried in the area will be according to existing ordinances.⁶⁰

At the July 1972 City Council meeting, Councilman John H. Taylor, Jr., brought to the city council’s attention the need for revision in the present maintenance policy of Brown Hill Cemetery. He made a presentation of photographs of the poor state of Brown Hill Cemetery and requested a reorganization of the cemetery division in order to more properly maintain Brown Hill Cemetery. Public Works Director Mayo Allen responded saying he would be glad to work with the City Council and City Manager to reorganize the cemetery division, however he did not feel a better solution could be made without more personnel. The City Manager also brought up the poor drainage in Brown Hill Cemetery.⁶¹

At the August 1972 City Council meeting, the council agreed that improvements are to be made at Brown Hill Cemetery, and they left it to the City Manager and Mayo Allen to work out the details.⁶²

In Dec. 1973, Joel Tyrone Streeter, a placement officer at Occidental College in Los Angeles, was tragically killed while working for underprivileged children in the Watts area of Los Angeles, CA. His body was brought home and buried in Brown Hill Cemetery. In early 1975, Mrs. Hattie Streeter commissioned Norman Keller, a faculty instructor in sculpture at East Carolina University, to create a memorial for her late husband. Keller obtained bluish-black marble, known as “Carolina Blue,” from a quarry in western North Carolina for the memorial. Two rectangles of this marble form the base, to which was bolted a flared geometric upright of polished stainless steel which in turn supported a ten planed faceted block of the same marble. An inverted funnel shaped device provided the holder for an eternal gas flame. On Jan. 9, 1975, Mrs. Hattie Streeter appeared before City Council to get permission to install an eternal flame in Brown Hill Cemetery. The Council approved but she was to put up a fence as to not create a hazard.⁶³ The memorial piece was finally dedicated in a ceremony at Brown Hill Cemetery in November 1975. The memorial still exists at Brown Hill, but the flame mechanism stopped working.⁶⁴

In Nov. 1981, Passico Norfleet Jr. of American Legion Post No. 160, started a campaign to appeal to families and friends of veterans buried in Brown Hill Cemetery to help its members identify graves of veterans there. A ceremony was held on the afternoon of Nov. 11, 1981, to honor the veterans buried there.⁶⁵

According to recent information given from Greenville Public Works, new chain-link fencing was put up around Brown Hill Cemetery in 2004. Trees were planted along Howell Street in 2006 and screen trees were planted on the Northern and western side of the cemetery in 2014 and 2015.

⁶⁰ July 13, 1967 Greenville City Council Minutes.

⁶¹ July 12, 1972 Greenville City Council Minutes.

⁶² Aug. 9, 1972 Greenville City Council Minutes.

⁶³ Jan. 9, 1975 Greenville City Council Minutes.

⁶⁴ *Daily Reflector*, Nov. 16, 1975.

⁶⁵ *Daily Reflector*, Nov. 5, 1981.

Survey and Research Report

Brown Hill Cemetery

Greenville, NC

1. **Historical Name and location of the property:**

Brown Hill Cemetery
0 Howell Street
Greenville, NC

Pitt County Tax Parcel 28989

Name, Address, and telephone number of current property owner:

City of Greenville
200 W. Fifth Street
Greenville, NC 27858

2. **A clear summary statement of the property's special character/significance and degree of integrity**

a. Beginning as a slave cemetery, then becoming a community cemetery known as "Cooper/Cooper's Field," and finally as "Brown Hill Cemetery" in 1939, it is the largest and maybe the oldest black cemetery in the City of Greenville. In 1969, the cemetery of the Sycamore Hill Missionary Baptist Church was moved from downtown to Brown Hill Cemetery. Sycamore Hill Missionary Baptist Church was the largest and most prominent black church in downtown Greenville. Brown Hill Cemetery holds the collective memory of black history of Greenville.

b. **A clear explanation regarding why the property is being proposed for designation.**

The Brown Hill Cemetery should be named a local landmark for not only what it is and what it represents, the collective memory of the black community in Greenville. The preservation of this historic cemetery is vital as a historic research tool as well as an educational tool. Those who have never seen the historical value of cemeteries do not understand that they are primary sources and through interpretation, the history of a community can come alive in a cemetery.

c. **A concise statement of what buildings, interior features and portion of land are proposed for designation.**

Proposed are the current boundaries of the Brown Hill Cemetery.

3. **A description of the property's history that clearly focuses on its special character.**

[See Separate Report on the Brown Hill Cemetery history]

a. **Chain of title for the property:**

Pitt County Deed Book N-15, page 38 Nov. 1924

North Carolina, Pitt County

Whereas, the Town of Greenville acting under and by authority of the Charter granted it by the State of North Carolina, did by resolution legally adopted by the affirmative vote of two-thirds of the entire membership of its Board of Aldermen, its governing body, at a regular meeting there of held on the first Thursday in November, 1924, resolve to purchase of James Brown and wife, Elvira S. Brown, the tract of land hereinafter described and to pay therefor the sum of Ten Thousand Dollars: Two Thousand Dollars; thereof to be paid in cash on delivery of executed deed of conveyance and that its bonds, or promissory notes in the sum of Eight Thousand Dollars, be executed and delivered to the said grantors, in four installments of Two Thousand Dollar each, to [REST OF THE DEED STOLEN FROM THE PITT COUNTY COURT HOUSE]

Pitt County Deed Book V-22, p. 556 Oct. 1, 1939

North Carolina, Pitt County

This deed, made this 1st day of October, 1939 by Bessie R. Brown, Administratrix of the estate of W. B. Brown, deceased, of Pitt County, North Carolina, party of the first part; to the City of Greenville, a municipal corporation, duly chartered and existing under and by virtue of the laws of the state of North Carolina, party of the second part:

WITNESSETH: that whereas, in a certain special proceeding entitled Ames Brown and Wife, Carolyn M. Brown; Lee Brown Summerell; Zeno H. Brown; Bessie R. Brown, Individually; Heirs At Law; and Bessie R. Brown, Administratrix of the estate of W. B. Brown—Exparte, brought into the Superior Court of Pitt County for the purpose of selling land to make assets an order has issued fully authorizing and empowering the said Bessie R. Brown, Administratrix, to sell the land herein after described to the City of Greenville at a private sale and to execute a deed therefore;

Now therefore, in consideration of the sum of TWO THOUSAND EIGHT HUNDRED Sixty-Three AND 50/100 DOLLARS (\$2,863.50), to be paid \$500.00 in cash upon delivery of these presents, balance payable July 1, 1940, with interest at the rate of six percent per annum from October 1, 1939, the said party of the first part has bargained and

sold, and by these presents does bargain and sell, grant and convey, unto the party of the second part aforesaid, its successors, and assigns the land hereinbelow described, to wit: Beginning at an iron stake on the ditch bank, about 12 feet west of a large pine, the beginning point being the corner of the Guy T. Evans, Greenville Cotton Mills, and W. B. Brown land, runs thence N 34—48 E 1134 feet to an iron stake in the field; thence S 66—30 E 91 feet to an iron stake on the edge of the path; thence N 87 E 111 feet to an iron stake in the center of the path; thence S 79—25 E 68 feet to an iron stake, the southeast corner of the Colored Cemetery; thence N 34-40 E 195 feet to an iron stake; thence S 83-45 E 404 feet to an iron stake at the intersection of Wyatt and Third Streets; thence S 11—20 W along the western line of Third Street 197 feet to an iron stake; thence N 87 W 63.3 feet to an iron stake; thence S 15—40 W 126 feet to an iron stake; thence N 87 W with the northern line of William Street 159.3 feet to an iron stake; thence S 3—05 W with the eastern line of Ames Street 750 feet to an iron stake on the back of the brick yard hole; thence N 88—52 W 678 feet to an iron stake on the ditch bank; and thence N 87—27 W 407 feet to the beginning; containing 19.09 Acres by actual survey made by W. C. Dresbach May 12 & 13 1939, reference to streets being as they appear on plat of W. B. & James Brown land registered in Map Book 2, p. 110 and Map Book 1, page 62.

Excepting, of course, a public right of way in a strip of land 40 feet wide running the southern property line 700 feet to the line of William Street, which has been dedicated as Ames Street, as appears on plat Map Book 1, p. 62.

This is the same land conveyed by W. B. Brown and wife and James Brown and wife to the Trustees of Tar River Institute in three deeds and the same conveyed by S. O. Worthington, Substituted Trustee, to W. B. Brown by deed dated January 7, 1937, registered X—21, p. 331.

To have and to hold said land, together with all rights, privileges, and appurtenances thereunto belonging, to it, the said City of Greenville, its successors, and assigns in fee simple forever in as full and ample manner as the said Bessie R. Brown, Administratrix, party of the first part aforesaid, is authorized and empowered to convey the same.

In witness whereof the said party of the first part has hereunto set her hand and seal the day and year first above written.

Bessie R. Brown, Administratrix {Seal}

b. Dates of original construction

1924 and 1939 {See research report}

c. Dates of all additions and/ or alterations

There were line disputes with the Greenville Cotton Mills in 1939 and with J. H. Blount in 1959. Can find no deed references.

4. **Assessment of the significance of the site**

a. **Special significance of the property in terms of its history, architecture, and/or cultural significance.**

Once known as “Coopers Field” Cemetery and later as the “Brown Hill Cemetery,” it is the resting place for many generations of the black community of Greenville. It is here in Brown Hill Cemetery we find the graves of Greenville’s black merchants, teachers, artisans, day laborers, singers, writers, cooks, gardeners, caregivers, factory workers, ministers, politicians, and war veterans, just to name a few. This alone should give it landmark status. These stones are the hard evidence of lives that came before us. A cemetery conveys the history of the community in which it was built. Therefore, this community history can be used to connect people to that place. This concept is the same for most historic sites that discover that people will care about and steward those sites once this connection is developed. It is vital that it be preserved.

[See Separate Report on the Brown Hill Cemetery history]

b. **Why and in what ways the property meets the criteria established for inclusion in Local Landmark status.**

The Brown Hill Cemetery may be the oldest black cemetery in Greenville. It holds the remains of nationally known black citizens, leading black merchants and the indigent of the black community of Greenville. It is City owned.

c. **No known archeological significance.**

The City could pay to have Cooper’s Field archeologically scanned to find unmarked graves and have them marked.

d. **Evaluation of the property’s design, setting, workmanship, materials, feeling, and/or association.**

When the Cooper Field cemetery was created this property was once farmland on the edge of the Greenville City limits. As the city expanded, factories and tobacco warehouses grew up nearby and the houses and shanty’s put up for the workers by these businesses surrounded this cemetery. The locals buried their dead in the Coopers Field cemetery wherever they chose, with no order or oversight. In 1924, the City of Greenville bought land beside and part of Coopers Field to give an ordered place for the black citizens to bury their dead. In 1939, the City of Greenville bought another portion of the Cooper Field land, named it Brown Hill Cemetery, again to give an ordered place for the black citizens to bury their dead. From research we know that there are a large number of unmarked graves in Coopers Field--Brown Hill Cemetery. This cemetery has been given only modest care over the years as compared to the white cemeteries in town. It is a

nondescript expanse of ground surrounded by a chain-link fence. There are a few trees and vegetation, but it has never been given the kind of care that the several other white cemeteries in Greenville have been given. There are no grand brick entrances, beautiful trees and vegetation as in the white cemeteries. The City does put money and care into the cemetery, by mowing and fixing the fence, but it deserves much more respect and effort made to enhance its setting.

e. Assessment of the property’s suitability for preservation or restoration, educational value, and possibilities for adaptive or alternative use:

The “Coopers Field” Cemetery and later as “Brown Hill Cemetery,” is a fine example of a historic and educational tool. A cemetery conveys the history of the community in which it was built. This community history connects people to the to the cemetery and has the potential to create a sense of place or belonging. This concept is the same for most historic sites that discover that people will care about and steward those sites once this connection is developed. They can be community, ethnic or religious-based. Stewardship of historic sites creates an ethos of caring and belonging, which can easily happen in a historic cemetery.

d. Boundary maps are found in the supporting documentation.

6. Supporting Documentation

- **1941 H. L. Rivers Map of the Brown Hill Cemetery**
- **1915 Map of W. B. Brown land**
- **2022 Opis Tax Map/Boundary Map**
- **2004 Aerial Map**
- **2020 Aerial Map**
- **Drawing of the boundaries**
- **Photographs of the cemetery**
- **Article on a sculptured tombstone in Cemetery**

7. Bibliography and footnotes: (footnotes are included with the and historical sketch.)

Baltimore African American, Baltimore, MD.

Barber, Sam, *The Purchasing and Naming of Brown Hill Cemetery*, 2015.

Carolina Home & Farm and Eastern Reflector (Greenville, N.C.)

Copeland, Elizabeth H., ed., *Chronicles of Pitt County, North Carolina*, Winston-Salem, N.C.: Hunter Publishing, 1982.

Cotter, Michael, ed., *The Architectural Heritage of Greenville, North Carolina, Greenville, N.C.*: The Greenville Area Preservation Association, 1988.

Daily Reflector (Greenville, N.C.)

Greenville Daily News (Greenville, N.C.)

Greenville City Council Minutes

Greenville, N.C. City Directory [various publishers] 1916-17, 1926, 1936-37, 1938-39, 1940-41, 1942-43, 1944-45, 1947-48, 1949-50.

King's Weekly (Greenville, N.C.)

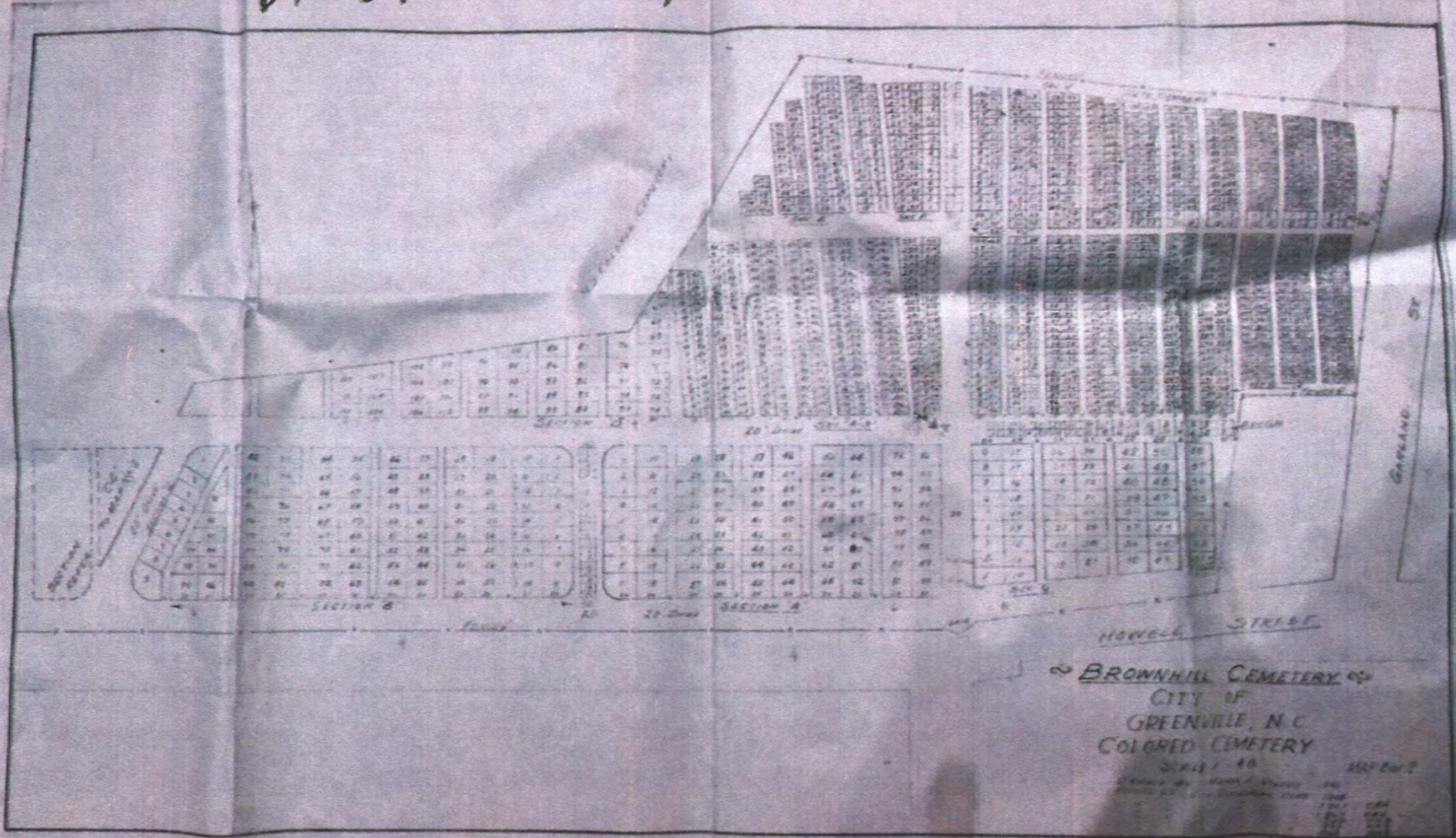
Pitt County Deed Books, Office of Pitt County Register of Deeds, Greenville, N.C.

Pitt County Map Books, Office of Pitt County Register of Deeds, Greenville, N.C.

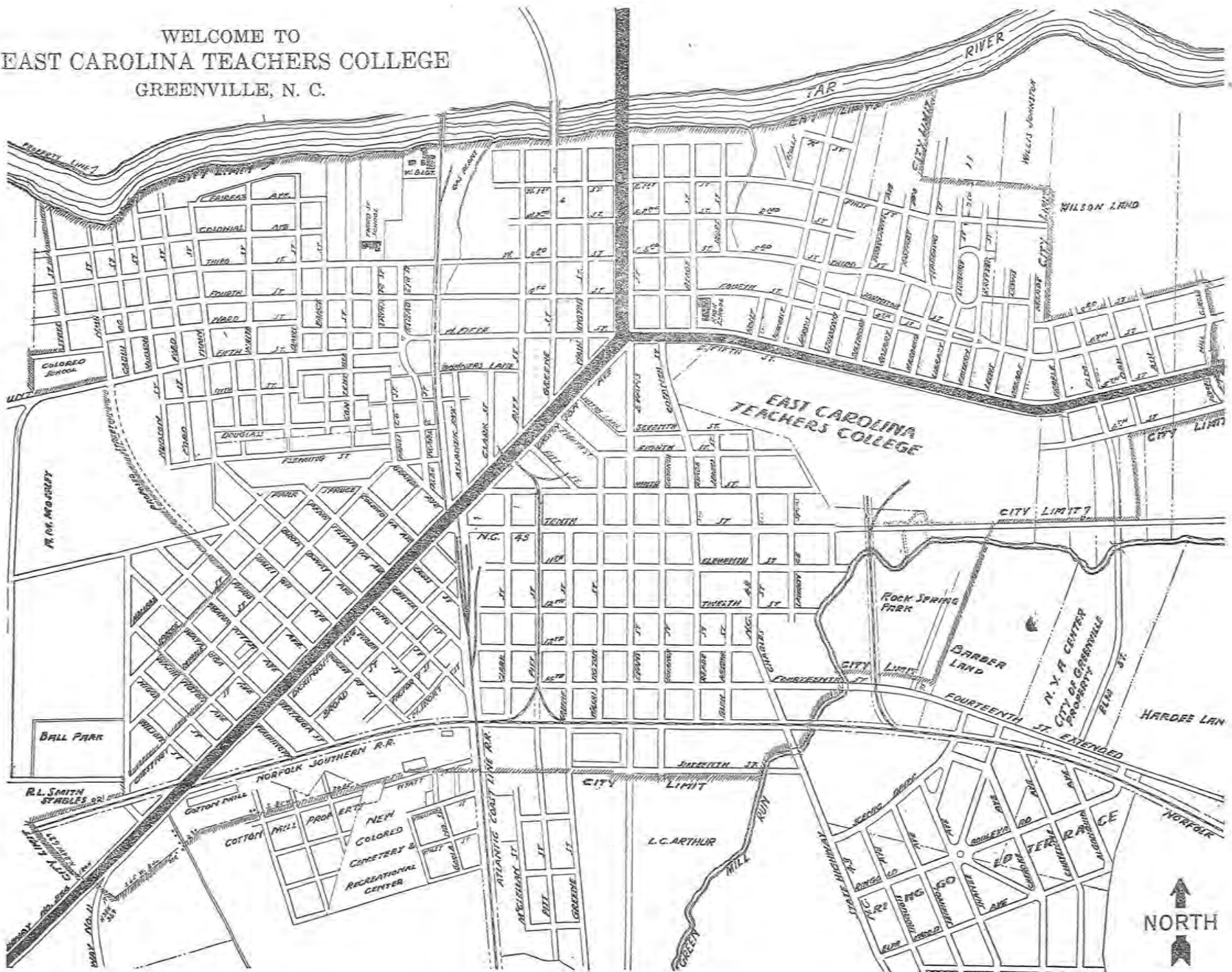
Pitt County Opis (Online Parcel Information System)/Tax Maps

Sanborn Map Company Maps, Greenville, N.C.: 1900, 1905, 1911, 1916, 1923, 1929

1941 RIVERS MAP BROWN HILL CEMETERY



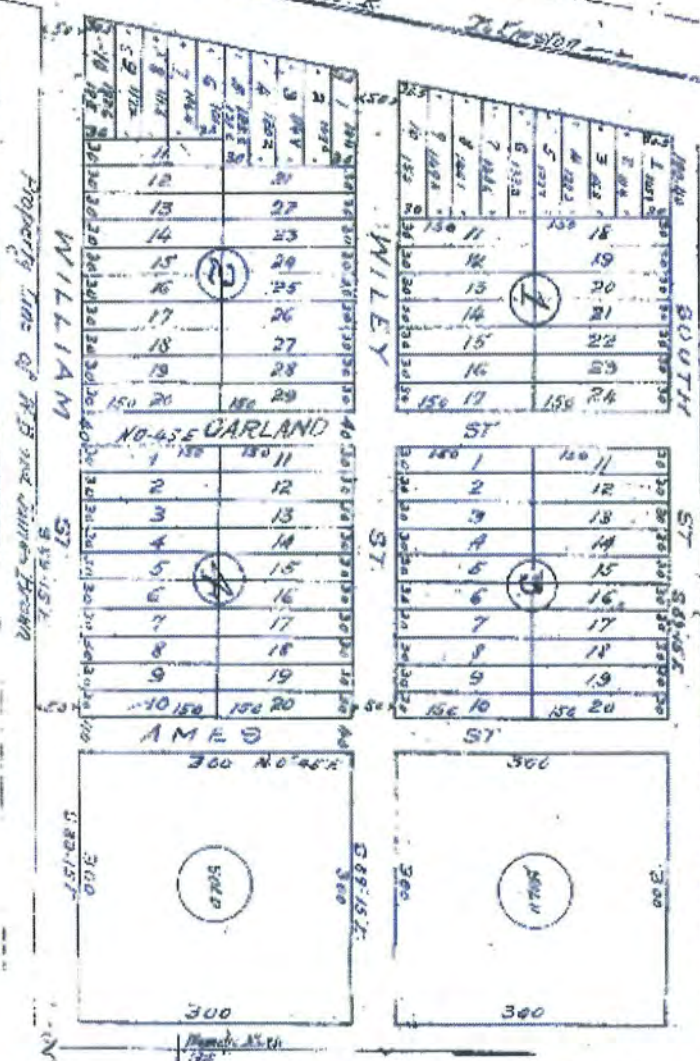
WELCOME TO
 EAST CAROLINA TEACHERS COLLEGE
 GREENVILLE, N. C.



Compliments of GREENVILLE MERCHANTS ASSOCIATION, Greenville, N. C.

1935-1948

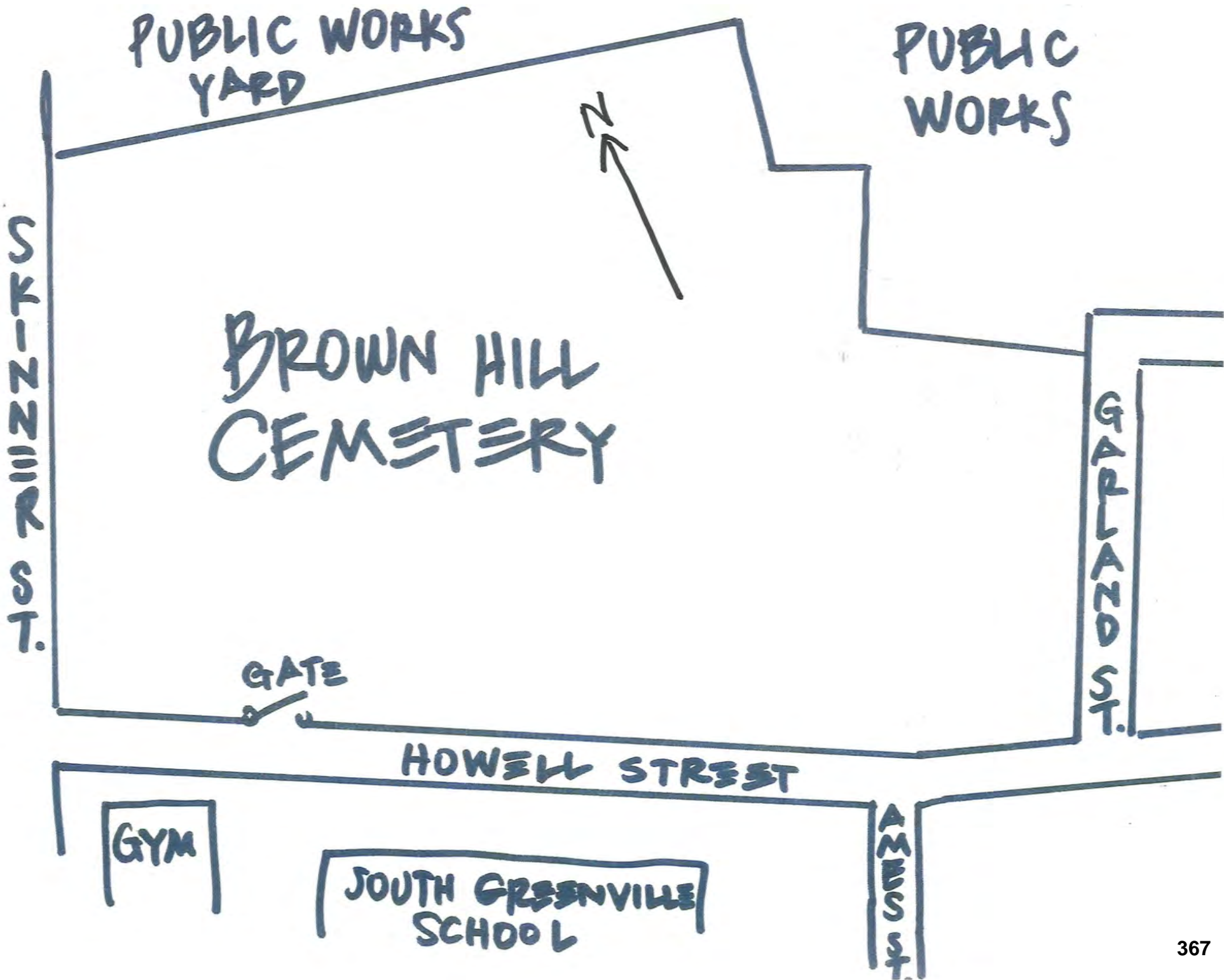
Atlantic Coast Line P.R. To Winston



North Carolina - Pitt County
 Every respect correct, and was prepared from an actual survey made by him Nov 1915
 the portion of his work was - W.B. Brown & Son
 sworn to and subscribed before me this 14 day Nov 1915
 North Carolina - Pitt Co The foregoing certificate of J. H. Parker a Notary Public of the County is solemnly so
 be correct and the instrument with the certificate be registered this 12th day of Nov 1915
 J. H. Parker - Notary Public
 Property line of P.R. and James Brown
 G. W. C. Dwyer C. S. C.

Maps of Sub-Urban Lots
 owned by
W. B. Brown and Jas. Brown
New Greenville, N. C.
 Subdivided by Atlantic Coast Realty Co
Inc. - 1915 Nov. 1915
Wilmington, N. C.

North Carolina - Pitt Co
 Returned in office Nov. 12th 1915 at Winston A. H. and
 recorded. Frances Bell Register of Deeds



NW 16, 1975

By Norman Keller For Joel Streeter

A Memorial For A Young Man

Book

FROM SHEPPARD

By LINDA M

Norman Keller's sculpted memorial in Brown Hill Cemetery marking the grave of the late Joel Tyrone Streeter of Greenville is a fitting tribute conceived in elegantly simple contemporary terms.

year old husband, who died tragically while working for underprivileged children in the Watts area of Los Angeles.

Early this year, Keller, a faculty instructor in sculpture at East Carolina University, received a commission from Streeter's wife for a memorial to her 30

Streeter, before his death in December 1973, was a placement officer at Occidental College in Los Angeles. In his campaign to help young people in the area, he appeared on television with TV personality Bill Cosby in fund raising

projects. Since his death, a Memorial Scholarship Fund has been established at Occidental College.

"I feel the piece is successful," Keller remarked following the dedication ceremony which took place in Brown Hill Cemetery recently.

Keller explained that his choice of materials,—marble and stainless steel, was "made because of their permanency."

The bluish-black marble, known as "Carolina Blue" was selected at a Western North Carolina quarry at the village of Marble. Two rectangles of this marble form the base, to which is bolted a flared geometric upright of polished stainless steel which in turn supports a ten plane faceted block of the same marble.

An inverted funnel shaped device provides the holder for a gas fed flame. Although necessary for the intent of the memorial, the incorporation of this device does distract from the purity of lines of the memorial. But the intrusion is fortunately minimal.

Both from the standpoint of appropriateness as a memorial to a concerned person who died young, and as a fine piece of sculpture, the Streeter Memorial is successful.

—Jerry Raynor



THE JOEL TYRONE STREETER MEMORIAL dedicated in Brown Hill Cemetery in Greenville. . . . sculpted by Norman Keller, was recently (Reflector Staff Photo)

Art On Paper Exhibit Opens

A total of 118 works by American artists will go on display today when Weatherspoon Art Gallery at the University of North Carolina at Greensboro opens the 11th annual Art on Paper show.

Through last year's show, Dillard had given the gallery \$115,000 to cover expenses of the show and purchase works from the exhibits for Weatherspoon's Dillard Collection.

The exhibit, which is Weatherspoon's largest and best attended show of the season, will run through Dec. 14.

Kate Lewis Gallery Has Spring Show

"This year we have 118 works by 115 different American artists," Curator James Tucker reported.

The Springs Traveling Art Show, featuring works by artists in the Carolinas, is on display through November 25 in the Kate Lewis Gallery in the Wichard Building on the East Carolina University campus.

"All of the Art on Paper shows have been of 20th Century American artists, but this show has a few pieces that go back into the 19th Century."

The show, sponsored by the Springs Mills textile organization, is composed of winning entries and honorable mention works selected during the Annual Springs Art Show held each year in Lancaster, S. C.

The show opens with a public reception from 2 p.m. to 6 p.m. Regular hours are from 10 a.m. to 5 p.m. Tuesday through Friday and 2 p.m. to 6 p.m. Saturday and Sunday.

The contest is the largest

As has been the case since it started, the show will be

—A Review—

Stories With Superb Images

A Spiritual Divorce and Other Stories by Heather Ross Miller. Winston-Salem, N.C., John F. Blair, Publisher. 134

shifting broken glass view of the world, to Anne, married to a forester, alone in the winter whiteness feeling

to articulate the "un-fathomed feelings people have for one another and how

Images are used several times with no repetitive purpose discernible and at

Personal and family memoirs at the library.

Tom Braden's EIGHT IS E account of a father's life with Washington columnist, a man v often glamorous social life, Bra is "father" and in the modern w his encounters include—How d daughter's sheep who manage table at the feet of a Supreme C do you travel with eight children What do you do when your son is life you cannot understand? W relationship with her boyfriend fashioned bridal situation you describes the conflicts between generation and that of his ch anecdotes, EIGHT IS ENOUGH celebration that encompasses b of that persistent institution.

The mother of three famous c age as she finally takes center spring, Zee Zee, Eva, and Mag Cindy Adams, reveals Jolie as a be so revivish that Deborah agreed to her six-month plan fo her free so she could become an s 20 years. She periodically ra welcomed her back with expan theatrical ambitions and shifted upbringing of her three daught married, she divorced Vilmos at christened "Jolie's". The story then was transplanted in New Y portrait. Jolie's memoir raises hi and is just outrageous enough revolution.

A father and son are fighting violent of the sixty-odd gypsy trib unseen and unnoticed by the ord GYPSIES, Peter Mass unfolds th really is, and how gypsies come average American they scorn. perhaps a million or more gypsi in horse-drawn caravans on dr drive cars, have telephones and school, don't read or write, and themselves going by means arrangements. An old gypsy wen with the hands, but you Americ cils." Mass gives more than a traumatic events the















BROWN HILL CEMETERY 2022
LOOKING EAST FROM ENTRANCE



BROWN HILL CEMETERY 2022
LOOKING NE FROM ENTRANCE



BROWN HILL CEMETERY 2022
LOOKING NORTH FROM ENTRANCE



BROWN HILL CEMETERY 2022
LOOKING N/W FROM ENTRANCE



BROWN HILL CEMETERY 2022
LOOKING EAST



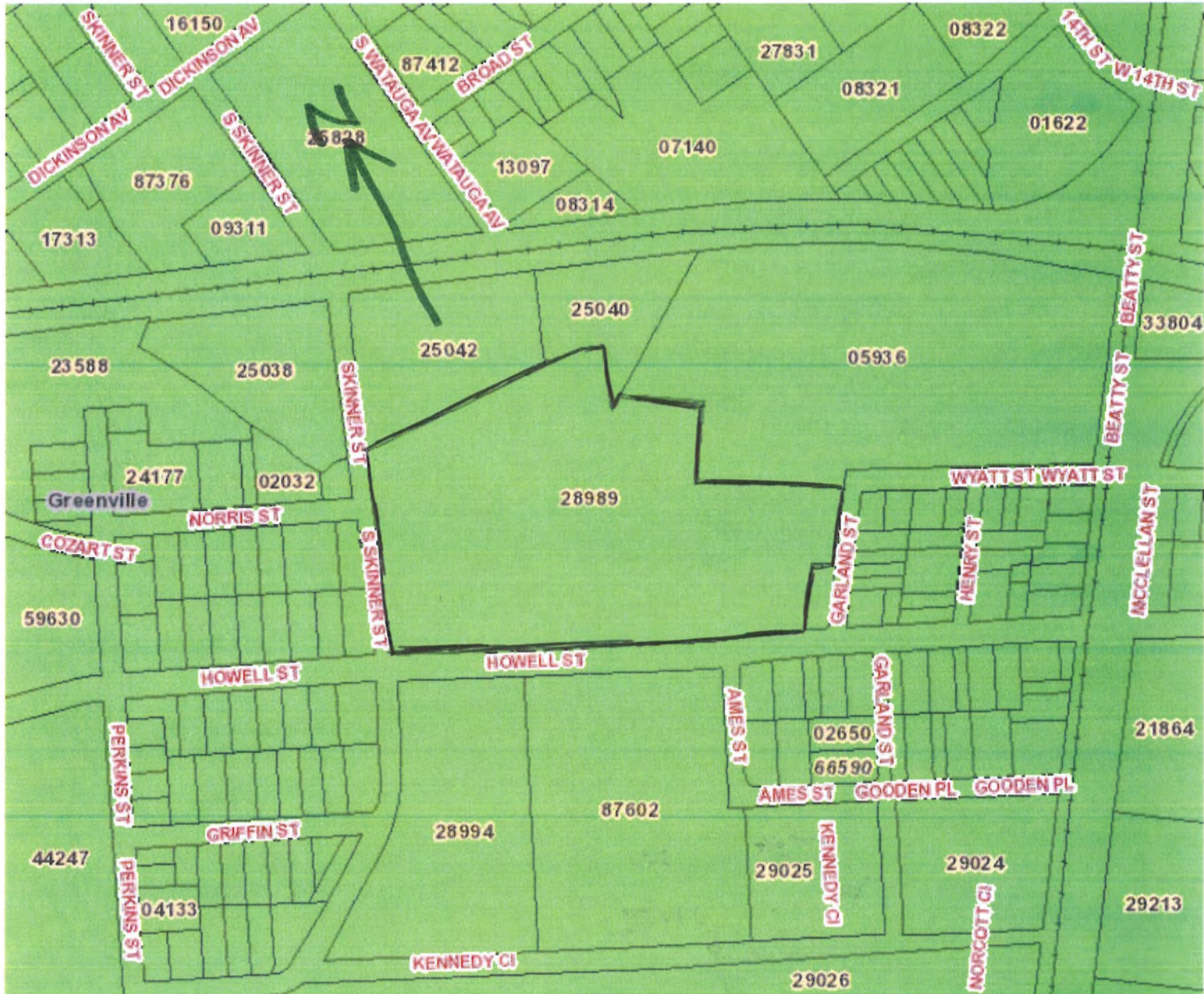
BROWN HILL CEMETERY
LOOKING N/E 2022



BROWN HILL CEMETERY 2004



BROWN HILL CEMETERY 2020



BROWN HILL CEMETERY
 OPIS TAX MAP BOUNDARY
 2022



City of Greenville, North Carolina

Meeting Date: 04/13/2023

Title of Item: Ordinance to designate Cherry Hill Cemetery, located at 401 West 2nd Street and further identified as Pitt County Parcel Number 28966, as a Local Historic Landmark

Explanation: The Historic Preservation Commission on behalf of the City of Greenville has requested to have Cherry Hill Cemetery, located at 401 West 2nd Street, designated as a Local Historic Landmark.

Along with the College View Historic District, there are currently 27 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 May 6, 2021, the Selection Committee met and recommended proceeding in creating a report for the State Historic Preservation Office (SHPO).

On May 25, 2021, the Selection Committee presented a recommendation for proceeding with the report to the HPC, who then passed a resolution asking City Council to fund Survey and Research Reports this property and four other City-owned properties.

On November 29, 2021, local historian Roger Kammerer was contracted by the City of Greenville to create the Survey and Research Report for this and seven other properties.

On September 29, 2022, the Historic Preservation Commission voted unanimously to accept the Survey and Research Report for Cherry Hill Cemetery as the Commission's report and to forward the report to SHPO.

On November 8, 2022, SHPO advised that the Cherry Hill Cemetery has the requisite special significance and integrity for landmark designation with the following comments:

The Cherry Hill Cemetery located on Pitt Street in downtown Greenville appears to be a good candidate for local landmark designation. The cemetery retains a high degree of historic integrity, retaining the integrity of location, setting, design, materials, workmanship, feeling, and association. Based on the photographs, the cemetery contains a variety of wonderful late-nineteenth- and early-to-mid-twentieth century markers that illustrate popular themes of mortuary art of the period. In addition to the markers, the cemetery retains historic masonry plot curbing and edging, masonry walls, entrance gate, various types of fencing, the historic circulation networks, and landscaping, all of which add to the property's historic character.

We have shared recommendations with staff to add some additional information to the report. With these additions, we believe the designation report will provide the preservation commission and local governing board sufficient information to determine whether the Cherry Hill Cemetery possesses the requisite special local significance and integrity for local historic landmark designation.

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

Recommendation: Adopt the ordinance designating Cherry Hill Cemetery as a Local Historic Landmark.

On March 28, 2023, the Historic Preservation Commission unanimously voted to recommend to City Council that that Cherry Hill Cemetery be designated as a Local Historic Landmark.

ATTACHMENTS

 [ORDINANCE_LLD_CHERRYHILL_CEMETERY.pdf](#)

 [CHERRY_HILL_CEMETERY S&R.pdf](#)

ORDINANCE NO. 23-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
DESIGNATING THE PROPERTY KNOWN AS THE CHERRY HILL CEMETERY IN
GREENVILLE, NORTH CAROLINA, AS A HISTORIC LANDMARK

WHEREAS, the property known as Cherry Hill Cemetery is a historic cemetery and is the resting place for a former Governor, legislators, Civil War leaders, merchants, industrialists, artists, musicians, poets, singers, ministers, veterans, builders, cooks and day laborers; and

WHEREAS, the is located at 401 W 2nd Street, in the City of Greenville, Pitt County Tax Parcel No. 28966, is more particularly described in Exhibit A, and is currently owned by the City of Greenville; and

WHEREAS, Pitt County Tax Parcel No. 28966 is referred to herein as “Cherry Hill Cemetery” and

WHEREAS, in 1872, Tilman R. Cherry gave the Town of Greenville three and a half acres for a cemetery. The unique part is that he set aside a portion for the burial of black citizens. Over time small pieces of land were also added. Also a few graves from the ancient Greenville public cemetery were moved here. Civil War soldiers were moved from the 1858 Greenville Public Cemetery, and the neighboring church cemeteries of the Episcopal Church and the Methodist Church were taken into Cherry Hill. The leading citizens of Pitt County and Greenville between 1872-1924 were buried here until the purchase of Greenwood Cemetery in 1924.; and

WHEREAS, the property known as the as Cherry Hill Cemetery 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 Roger Kammerer; 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; and all statements and information in the Survey and Research Report prepared by Roger Kammerer and the presentation to the City Council on April 13, 2023, on the question of designating the property known as Cherry Hill Cemetery 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.

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

Section 1. The property herein defined and known as Cherry Hill Cemetery located at 401 W. 2nd 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.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. 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 4. That this ordinance shall become effective immediately upon its adoption.

Duly adopted this 13th day of April, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

Exhibit A

Property Name:	Cherry Hill Cemetery
Property Location:	401 W. 2nd Street, Greenville, Pitt County, North Carolina
Pitt County Tax Parcel:	28966
Current Owner:	City of Greenville
Property Description Reference:	Register of Deeds of Pitt County in Book VV at page 59

The property, is further described as follows:

Situated in Greenville, Pitt County, North Carolina on the West side of Pitt Street and being more particularly described as follows;

Situated in the County and State aforesaid, on the west of and adjoining the corporate of the said Town of Greenville, and bounded and described as follows to wit: Beginning at the South West corner of a piece or parcel of land Known in the plot of the said Town of Greenville as Lot number (5) five(the Methodist Episcopal Church lot) thence North $76 \frac{1}{4}$ West 15 poles to a stake; thence North 9 o East 22 poles and $5 \frac{1}{2}$ links to a sweet gum tree; thence North 36 o East 19 poles to a stake; thence South 55 o East 10 poles to the corporate limits of said Town of Greenville; thence with the said corporate limits South 12 o West 38 poles to the beginning, containing ($3 \frac{1}{2}$) three and a half acres more or less (saving and excepting a plot of ground , included within the above mentioned boundaries (40) forty feet square bounded and described as follows to wit: Beginning (6) six feet from the gate at the front entrance on the main walk, running in a Northerly direction with the walk on the side of and adjoining the Lot of land Known in the plot of said Town of Greenville as Lot number (4) four (40) forty feet: thence in a Westerly direction to the North side of a cedar tree (40) forty feet; thence in a Southerly direction to the main walk (40) forty feet; thence with the main walk (40) forty feet to the beginning

**Survey and Research Report
For Local Landmark Designation**

Cherry Hill Cemetery



**Roger Kammerer
2022**

Survey and Research Report

Cherry Hill Cemetery Greenville, North Carolina

1. **Historical Name and location of the property:**

Cherry Hill Cemetery
0 Pitt Street
Greenville, NC

Pitt County Tax Parcel 28966

Name, Address, and telephone number of current property owner:

City of Greenville
200 W. Fifth Street
Greenville, NC 27858

2. **A clear summary statement of the property's special character/significance and degree of integrity**

In 1872, Tilman R. Cherry gave the Town of Greenville three and a half acres for a cemetery. The unique part is that he set aside a portion for the burial of black citizens. Over time small pieces of land were also added. Also a few graves from the ancient Greenville public cemetery were moved here. Civil War soldiers were moved from the 1858 Greenville Public Cemetery, and the neighboring church cemeteries of the Episcopal Church and the Methodist Church were taken into Cherry Hill. The leading citizens of Pitt County and Greenville between 1872-1924 were buried here until the purchase of Greenwood Cemetery in 1924.

a. **A clear explanation regarding why the property is being proposed for designation.**

The Cherry Hill Cemetery should be designated for a Local Landmark designation for not only what it is and what it represents, the collective memory of the white and black community in Greenville. This cemetery is the resting place for a former Governor, legislators, Civil War leaders, merchants, industrialists, artists, musicians, poets, singers, ministers, veterans, builders, cooks and day laborers to name a few. The preservation of this historic cemetery is vital as a historic research tool as well as an educational tool. Those who have never seen the historical value of cemeteries do not understand that they are primary sources and through interpretation, the history of a community can come alive in a cemetery.

b. A concise statement of what buildings, interior features and portion of land are proposed for designation.

Proposed are the current boundaries of the Cherry Hill Cemetery.

3. A description of the property's history that clearly focuses on its special character and integrity.

- a. Cherry Hill Cemetery being the main city cemetery from 1872-1924, is the resting place for most of the city residents in this time period. The many grave makers and beautiful monuments testify to the wealth of the plot owners. The park-like atmosphere of the cemetery is not unlike the other beautiful ancient cemeteries across the South pictured in magazines.

(See separate research history report on Cherry Hill Cemetery)

b. Chain of title for the property:

Pitt County Deed Book V V, p. 59

State of North Carolina Pitt County }

This Indenture made this the first day of April A.D. one thousand eight hundred and seventy two between Tilman R. Cherry and Sally Ann Cherry his wife of the Town of Greenville County and State aforesaid of the first part, and Louis Hilliard, W. M. B. Brown, John S. Taft, and Samuel Cherry Commissioners of the Town of Greenville County and State aforesaid of the second part, the receipt whereof is hereby acknowledged , have granted , bargained and sold, and by these presents do grant, bargain, sell and convey unto the said parties of the second part and their successors forever, All that certain tract, piece or parcel of land situate in the County and State aforesaid, on the west of and adjoining the corporate of the said Town of Greenville, and bounded and described as follows to wit: Beginning at the South West corner of a piece or parcel of land Known in the plot of the said Town of Greenville as Lot number (5) five(the Methodist Episcopal Church lot) thence North 76 ¼ West 15 poles to a stake; thence North 9 o East 22 poles and 5 ½ links to a sweet gum tree; thence North 36 o East 19 poles to a stake; thence South 55 o East 10 poles to the corporate limits of said Town of Greenville; thence with the said corporate limits South 12 o West 38 poles to the beginning, containing (3 ½) three and a half acres more or less (saving and excepting a plot of ground , included within the above mentioned boundaries (40) forty feet square bounded and described as follows to wit: Beginning (6) six feet from the gate at the front entrance on the main walk, running in a Northerly direction with the walk on the side of

and adjoining the Lot of land Known in the plot of said Town of Greenville as Lot number (4) four (40) forty feet: thence in a Westerly direction to the North side of a cedar tree (40) forty feet; thence in a Southerly direction to the main walk (40) forty feet; thence with the main walk (40) forty feet to the beginning, and Known in the plot of the burial ground as Lot number one (1), which the parties of the first part hereby reserves to themselves for burial purposes and in other) Together bwith all and singular the tenements, hereditiments and appurtenances thereunto belonging or in anywise appertaining—

Habendum et Tenenden the above granted and bargained premises with appurtenances and every part thereof, saving and excepting the said Lot number (1) one, reserved as aforesaid unto the parties of the second part and their successors, to their own proper use and behoof forever, for the uses and purposes of a public burial ground for the population or people of said Town of Greenville and for no other use or purpose—that is to say, that all that portion of said plot of ground lying North of a dividing line beginning at the dividing line of the pieces or parcels of land Known in the plot of said Town of Greenville as Lots numbers (3&4) three and four, then running North 78 o West 17 poles to a sweet gum tree, shall be held by the parties of the second part and their successors, exclusively- for burial purposes for the white population of said town—Provided, that in case the parties of the second part or their successors should see fit to sell portions of said plot of ground to private individuals for burial purposes, the money arising from such sales shall be by them applied to the improving and beautifying of said grounds and no other.

Provided further, that the said parties of the second part and their successors shall appoint annually two discreet citizens of said Town one colored and one white to take charge of their respective burial grounds, to superintend the same and see that burials are made in their respective grounds with order and regularity.

Provided that nothing contained in this Deed shall operate to prevent the parties of the second part and their successors, from permitting persons not citizens or inhabitants of said Town of Greenville from burying in said grounds.

In Cujus sei Testimonium the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered
In presence of} T. R. Cherry {Seal}
Sallie A. Cherry {Seal}

State of North Carolina
Pitt County} In Probate Court,
April 5th 1872

Personally appeared before me , W. L. Cherry Probate Judge for said County R. R. Cherry and Sallie Ann Cherry his wife, and acknowledged the due execution by them of the foregoing deed, And therefore the said Sallie Ann Cherry , being by me privately examined , separate and apart from her said husband, touching her free consent in the

Execution of the Said Deed, and she doth on such her examination declare that that she had executed the same freely of her own will and accord, and without any force, fear or undue influence of her said husband, or any other person, and did still voluntarily assent thereto. Therefore, let the said Deed and this Certificate be registered

W L Cherry Probate Judge

Received in this Office, the foregoing Deed, April 5th 1872, and recorded in the same forthwith

W A Cherry Register
A H Mansfield DR

c. Dates of all additions and/or alterations

By November 1898, the town purchased a plot of ground on the Rouse property and took in the Methodist cemetery into the enclosure with Cherry Hill Cemetery. The Rouse addition was laid off in lots for sale. I have not found the deed for the Rouse Addition.

In April 1906 it was reported that a piece of land adjoining Cherry Hill was purchased from Edward G. Flanagan for \$400. It would add about 12 lots to the cemetery. I can find no deed for this land.

4. Assessment

a. A complete description of the property's historic and cultural significance

Given to the City in 1872, the Cherry Hill Cemetery is the resting place for many generations of the white and black community of Greenville. It is here in Cherry Hill Cemetery we find the graves of a North Carolina Governor, legislators, merchants, industrialists, teachers, artisans, day laborers, singers, poets, writers, cooks, ministers, and war veterans, just to name a few. This alone should give it landmark status. These stones are the hard evidence of lives that came before us. A cemetery conveys the history of the community in which it was built. Therefore, this community history can be used to connect people to that place. This concept is the same for most historic sites that discover that people will care about and steward those sites once this connection is developed. It is vital that it be preserved.

c. No known archaeological significance. The town lots on which the cemetery is situated may have some artifacts from the occupation in the 1700's and 1800's.

d. Evaluation of the property's integrity of design, setting, workmanship, materials, feeling, association, and location

Created in 1872, Cherry Hill Cemetery is the oldest surviving public cemetery in Greenville. Since its beginning it also had a black section in the cemetery. Now with the patina of age, this beautiful old cemetery covering several acres beckons to be viewed. Large trees and bushes cover much of the cemetery. There are numerous family plots speckled with many tombstones, some with elaborated carved stones and others plain and simple. There is a partial hedge that separates the white graves from the black graves. The black graves work their way down on a slope on the northwest corner of the cemetery. Sadly, many stones have been vandalized and broken.

e. A clear and complete description and justification of the proposed designation boundaries.

Proposed are the current boundaries of the Cherry Hill Cemetery.

[See boundary maps in supporting documentation]

f. Assessment of the property's suitability for preservation or restoration, educational value, and possibilities for adaptive or alternative use:

Cherry Hill Cemetery is a fine example of a historic and educational tool. A cemetery conveys the history of the community in which it was built. This community history connects people to the cemetery and has the potential to create a sense of place or belonging. This concept is the same for most historic sites that discover that people will care about and steward those sites once this connection is developed. They can be community, ethnic or religious-based. Stewardship of historic sites creates an ethos of caring and belonging, which can easily happen in a historic cemetery.

5. Supporting Documentation

- **Early town lot map of Greenville**
- **1898 Sanborn map of Cherry Hill**
- **1920 Map of the Methodist Cemetery**
- **1923 Sanborn map of Cherry Hill**
- **2004 aerial map of Cherry Hill**
- **2020 aerial map of Cherry Hill**
- **2022 Opis boundary map of Cherry Hill**
- **Photographs of Cherry Hill Cemetery**

6. Bibliography and footnotes: (footnotes are included with the accompanying historical sketch.)

Carolina Home & Farm and Eastern Reflector (Greenville, N.C.)

Copeland, Elizabeth H., ed., *Chronicles of Pitt County, North Carolina*, Winston-Salem, N.C.: Hunter Publishing, 1982.

Cotter, Michael, ed., *The Architectural Heritage of Greenville, North Carolina, Greenville, N.C.*: The Greenville Area Preservation Association, 1988.

Daily Reflector (Greenville, N.C.)

Greenville Daily News (Greenville, N.C.)

Greenville City Council Minutes

Greenville, N.C. City Directory [various publishers] 1916-17, 1926, 1936-37, 1938-39, 1940-41, 1942-43, 1944-45, 1947-48, 1949-50,.

King's Weekly (Greenville, N.C.)

OPIS (Online Parcel Information System) Tax Map

Pitt County Deed Books, Office of Pitt County Register of Deeds, Greenville, N.C.

Pitt County Map Books, Office of Pitt County Register of Deeds, Greenville, N.C.

Sanborn Map Company Maps, Greenville, N.C.: 1900, 1905, 1911, 1916, 1923, 1929

History of Cherry Hill Cemetery

By Roger Kammerer

To begin the story of the formation of Cherry Hill Cemetery we should go back to the early history of Greenville churches and cemeteries.

On May 7, 1833, the Methodists of Greenville bought a half-acre of land for a church and graveyard just off Pitt and Second Streets from Tillman R. Cherry. They built their church and named it St. Paul's Methodist Church. The property began to your left after you enter the present gates of Cherry Hill. The graveyard eventually grew to cover more than a half-acre. In 1880, the Methodists moved from this church and built another church on the corner of Second and Greene Streets. The old church building was given to the Methodists in Simpson and was removed by raft down the river to Simpson. The Methodist Cemetery was taken into Cherry Hill Cemetery in 1898.

In 1838, the Episcopal Church bought land adjacent to the Methodist Church and fronted on Pitt Street. They too had a graveyard attached to their church. The property was located just to the left of the present entrance to Cherry Hill and was later fronted by a brick wall. On Dec. 1, 1846, the Episcopal congregation became known as St. Paul's Parish and used this original church building until 1891, when they sold it to the Catholics for \$50. The Catholics moved it to Second Street behind the County Court House to a lot given by Col. Harry Skinner. The Episcopal Church built a new brick church on the site, consecrated in 1895, and used it until 1930 when they built a new church at the ravine on Fourth Street. The old Episcopal Church was torn down and the cornerstone removed in June 1932.¹ Mrs. Hattie Cotten Skinner then had a brick wall built around the cemetery in 1935 using saved brick from the old church. It was dedicated to her in 1941 with a bronze plaque.² The Episcopal Church cemetery was then taken in to Cherry Hill cemetery.

Those people familiar with the family names of Greenville can recognize from the grave markers, who were members of the Episcopal Church and those of the Methodist Church.³

In April 1858, Marshall Dickinson sold to Henry S. Clark land on the road to Charles Greene's Mill (Greene Mill Run). Clark in turn sold it to the Commissioners of Greenville who wanted it for a public cemetery. This land is now where Krispy Kreme and the small strip mall adjacent to it now sits. During the Civil War, it is known that the bodies of Confederate and Union Soldiers were interred there.

In March 1872, the Tarboro, NC newspaper reported that "T. R. Cherry having donated to the town the lot adjoining the M. E. Church, for a cemetery, the Commissioners on Thursday last, sold the lot, formally designed for that purpose at public auction- for

¹ *Daily Reflector*, June 28, 1932.

² *Daily Reflector*, July 22, 1941.

³ *Daily Reflector*, Dec. 1, 1960

\$362. We learn that it's their intention to expend this amount in enclosing and laying off the property presented by Mr. Cherry, when family lots will be offered for sale. ⁴

From the above it appears that the Town auctioned off part of the land given by Mr. Cherry to raise the money needed to lay off the cemetery.

On April 1, 1872, Tillman R. Cherry, and Sally Ann his wife, sold three and a half acres to the town of Greenville for one dollar to be used as a public cemetery. The deed lays out the area for white burials and for black burials. It also states that the town should appoint two discreet citizens in town annually, one black and one white, to manage their portions of the cemetery ⁵

Tillman R. Cherry (1827-1890) began his career as a merchant and slave trader. About 1865, Tilman opened a store. In 1868, James Burton Cherry became a partner under the style, T. R. Cherry & Co. In 1888, part interest in the company was sold to J. R. Moye and J. G. Moye and the name became J. B. Cherry & Co. After the death of James Burton Cherry in 1905, the business became J. R. & J. G. Moye Company. In 1920, the Moye's retired, and the company was purchased by Blount Harvey Company.

It seems at the time that Cherry Hill Cemetery was started "everyone was interested in it, and it was prettily laid out. And every evening, crowds went up to walk and admire the place."⁶ Soon after Cherry Hill Cemetery was donated to the town, the bodies of Confederate soldiers were removed from the old graveyard on the Greene's Mill Road (now Krispy Kreme) and placed in the public portion of- the cemetery.⁷

In a poem written by Mrs. S. A. Cherry in March 1891 called "*Reminiscences of Fifty Years,*" she recounted how the Cherry Hill Cemetery property looked in the 1840's.

*"How well I remember the Cedars.
They grew on the hill years ago;
And their neighbors the Pines and Maples
Stretching down to the rill below.*

*Where the children went splashing and singing,
And bathing their bare little feet,
In the foam of Its miniature cascade,
Which fell with musical beat.*

*The odor of Bluebells and Lillies
Floated down with the purl of the stream,
More dainty, by far, than the spices
From the barge of the Eastern Queen.*

⁴ Tarboro Enquirer, Mar. 16, 1872,

⁵ Pitt County Deed Book VV, p. 59.

⁶ *Eastern Reflector*, May 19, 1886.

⁷ *Eastern Reflector*, June 12, 1895.

*Creeping roots had terraced the hillside,
With many a moss-covered seat,
And there in the long summer evenings,
The young folks used dally to meet.*

*The river close by, had never been cleft
By sharp of prow of steamer, nor sailboat's broad keel,
Nor dreamed we the hillside would ever
Be dressed in bright of ribbons of steel!*

*Just over the spring stood a Beech tree,
Bare of limbs halfway to the crest,
And many dear names and initials.
Were deftly carved on his breast.*

*The early lore of my childhood,
With fairies had peopled the glen,
And childhood is simple and truthful,
As this picture I make with my pen.*

*What Is life without youth and Its loved ones?
Can the wealth of the deepest mine
Give back one happy hour,
When once it has flown from its shrine?*

*My youth has long ago flitted,
Life's bright panorama has fled.
And the beautiful haunt of my childhood
Is now the home of the dead.*

*And on many a page of marble
That marks the sleeper "At Rest,"
You will read the name of some dear one,
That was once on the Beech tree's breast.*

*Mrs. S. A. Cherry.
Greenville, N. C., March 12, 1891.⁸*

In 1901, Thomas Crowder Davis (1830-1915) published his "*Recollections of Greenville in My Boyhood*" in the local newspaper. It gives the most detailed history found of the people and places in Greenville in the 1830's and 1840's. In his narrative he mentions

⁸ *Eastern Reflector*, April 1, 1891.

that there was a small public cemetery behind the Methodist Church during his early years.⁹

It appears that since the establishment of Cherry Hill that one or two town aldermen would volunteer to be the Cemetery Committee, to manage both the white and black sections of the cemetery. The black section of Cherry Hill was called “Coopers Field” by the local citizens.

We know by 1884, Cherry Hill Cemetery had become a neglected and overgrown piece of land. The local newspaper started a continuous monthly campaign in the local newspaper (that lasted for many years) against the town authorities and cemetery lot owners to clean up Cherry Hill Cemetery.

In 1884, B. F. Sugg was elected to the town board and was named Special Commissioner to take charge of Cherry Hill Cemetery. He explained to the local newspaper the reasons why that Cherry Hill Cemetery looks so bad. He stated that the only funds he had to expend on the cemetery came from the sale of burial lots. The money was used to “build stiles, keeping up the fences and have the grounds cleaned up and beautified.” When the funds were exhausted there was nothing else he could do. Only a few cemetery lot owners would keep up their family plots. At that time, building was going on west of the cemetery and people were using the cemetery as a shortcut into town by climbing and tearing down fences, and there was not enough money to buy lumber and pay workman to repair them.¹⁰

Cherry Hill was described as covered in weeds, wandering cattle and a drunken gathering place in 1885.¹¹

In March 1886, there was a campaign to create a “Cherry Hill Cemetery Fund,” and a subscription list was given in the local newspaper. In Aug. 1886, the local newspaper called Cherry Hill a disgrace and described it as...*“Three or four acres of ground surrounded by a rough plank walling in a more or less damaged condition, overgrown with weeds, straw grass and pine saplings, showing no attention whatever, except that bestowed by private families on their lots, ungraded, no flowers, no shade trees, a few well kept family burial plots gleaming out of the wilderness of neglect like diamonds from a heap of sordid rubbish.”*

In July 1887, the town authorities had the fence and stile at Cherry Hill Cemetery repainted.¹²

In 1887, there was an old Greenville City Cemetery, located on lot No. 104, which is now the city parking lot (site of the former Attic Nightclub) at the NW corner of Cotanche and Fourth Streets. In April 1887, the town had part of the graveyard excavated and the remains put into Cherry Hill Cemetery. Three graves were all that could be identified, two

⁹ *Eastern Reflector*, Oct. 8, 1901.

¹⁰ *Eastern Reflector*, April 22, 1885.

¹¹ *Eastern Reflector*, Apr. 22, 1885.

¹² *Eastern Reflector*, July 13, 1887.

being marked with tombstones and the other by a slab. One tombstone bore the inscription “*Here lies the body of Josiah Wright who died the 8th of Feb. 1792—a native of Massachusetts.*”¹³ Wright was an early merchant in Greenville and the remains of his tombstone are still in Cherry Hill. This lot with old graves was sold off by the city on May 5, 1890 by order of Superior Court.¹⁴ Apparently, not all the graves were removed in 1887, when in June 1896 while excavating for the foundations of new brick buildings along Evans Street, uncovered a number of coffins and skulls from the graveyard. The newspaper reported that lots of boys took teeth as souvenirs.¹⁵ The graves were just covered over and built upon.

The local newspaper continued to bring attention to the unkept appearance of Cherry Hill saying that it was a “chicken yard” and in March 1888 some boys were seen in Cherry Hill Cemetery riding recklessly over the graves and shrubbery with a goat cart.¹⁶

In Oct. 1888, three young ladies in Greenville, Misses Lillie Cherry, Jennie James and Lizzie Foley took it upon themselves and went around soliciting contributions to have Cherry Hill Cemetery cleaned up.¹⁷ This was a small success and they continued to solicit funds for several more years.

In May 1889, the local newspaper decried that “Some of the private lots in Cherry Hill have but little attention, but the unsightly condition of the remainder of the plots diminishes the appearance of the whole. And the church cemeteries nearby receive even less attention than does Cherry Hill. We would advise our citizens when showing their friends around town to give them wide berth, else they might create the impression our people have no Christianity because they pay no respect to the dead. For four years we have urged them to improve and beautify homes of the dead and not allow weeds and filth overtake them. We again appeal to the pride of the people, in behalf of their dead, and ask them to make the cemetery the pride rather than the disgrace of the town. Walk over to the railroad and turn your eyes toward Cherry Hill and if you any pride it will almost make your heart sick. People cannot be blamed for saying they would not like to be buried in such a forsaken place.”¹⁸

In May 1889, some of the young ladies of town, Misses Jennie James, Eliza Ward, Julia Foley, Lillie Cherry and Lizzie Foley held a festival, the proceeds of which were used for the improvement of Cherry Hill Cemetery.¹⁹

¹³ *Eastern Reflector*, April 13, 1887.

¹⁴ Greenville City Council Minutes, Vol. 3; Greenville City Hall.

¹⁵ *Kings Weekly*, Greenville, NC, June 12/19, 1896.

¹⁶ *Eastern Reflector*, Mar. 21, 1888.

¹⁷ *Eastern Reflector*, Oct. 3, 1888.

¹⁸ *Eastern Reflector*, May 1, 1889.

¹⁹ *Eastern Reflector*, May 8, 1889.

At the Greenville City Council meeting of Aug. 7, 1889, Thomas A. Wilks was paid for “work in the colored cemetery.”²⁰ Wilks, a black man, would later become a town alderman from the First Ward in May 1890.

In Sept. 1889, the Episcopal cemetery showed a marked improvement when the wilderness that grew just to the rear of the church had been cut down and the grounds cleared up. “*Now if the same thing were done to the Methodist Cemetery and to Cherry Hill it would be a big improvement all around.*”²¹

At the Greenville City Council meeting of Nov. 5, 1889, Robert Williams, Jr. was appointed superintendent of the portion of Cherry Hill Cemetery allotted for the white race. Boston Napoleon Boyd, newly elected to the town council, was appointed superintendent of the portion of Cherry Hill Cemetery allotted for the colored race. Also, the price of squares in Cherry Hill Cemetery in the portion allotted for the colored race was reduced from \$50 to \$25 and a quarter square from \$12 to \$5.00.²²

In 1890, an advertisement appeared in the local newspaper for “Ford & Lanier,” E. P. Ford and J. C. Lanier, proprietors of Cherry Hill Marble Works, to open Jan. 1, 1890. We recommend them unto persons desiring to purchase monuments, tombstones, or any kind of cemetery work.”²³

In May 1890, Allen Warren was elected to the town board from the Third Ward and Thomas A. Wilks was elected from the First Ward. Warren became the superintendent of the white portion of Cherry Hill and Wilks became the superintendent of the black portion.²⁴

In Oct. 1890, it was reported that Mr. Allen Warren, former sheriff, and owner of the “Riverside Nursery” in the ravine behind Cherry Hill Cemetery started a cleanup campaign. He concluded last week the Cherry Hill and the Methodist cemeteries needed cleaning up and went there with a squad of hands to give it his personal attention. He also sent vestrymen of the Episcopal Church word that if they would send hands, he would superintend their cemetery and have it put in proper order. Then on the back of this, he kindly offered to furnish our Baptist people with fresh flowers every day from Riverside Nursery to place in their church during the Association. “Such public-spirited men are worth more to a town than a dozen of those close-fisted, always-for-self kind.”²⁵

In May 1891, Thomas A. Wilks was re-elected to the town council and Joseph John Dancy was elected to the board. Wilks was superintendent of the black portion of Cherry Hill and Dancy then became superintendent of the white portion of Cherry Hill.²⁶

²⁰ Greenville City Council Minutes, Vol. 3, Greenville City Hall.

²¹ *Eastern Reflector*, Sept. 11, 1889.

²² Greenville City Council Minutes, Vol. 3; Greenville City Hall.

²³ *Eastern Reflector*, Dec. 3, 1890.

²⁴ Greenville City Council Minutes, Vol. 3; Greenville City Hall.

²⁵ *Eastern Reflector*, Oct. 8, 1890.

²⁶ Greenville City Council Minutes, Vol. 3; Greenville City Hall.

In May 1892, Charles Skinner and C. C. Forbes (a black man) was elected to the town board. Skinner became superintendent of the white portion of Cherry Hill and Forbes became superintendent of the black portion.²⁷

In May 1892, the local newspaper published the new Greenville Town Ordinances to go into effect on June 1, 1892. Ordinance 37 states: “It is unlawful for any person to deface any monuments, or enclosure in the Cemetery; or to injure any shrubbery or flowers or receptacle for flowers in it; or to break or injure any lock on the gates or any fence around the Cemetery; or to turn any cattle or goats therein. Any person violating this Ordinance shall pay a fine of twenty-five dollars, one half to be paid the Informer and one half to the town.”²⁸

In May 1893, John S. Congleton, and Austin Gorham (a black man) were elected to the town board. Congleton became superintendent of the white portion of Cherry Hill and Gorham became superintendent of the black portion.²⁹

On April 2, 1894, the town council ordered that Mrs. T. J. Jarvis, of the Soliciting Committee of Ladies, be paid \$5.00 out of the Cemetery Fund to defray the cost of putting a pump in the cemetery. It was to be placed in the center of the circular lot down in front of the entrance gate.³⁰ Also in April 1894, Policeman Moore had the walks and public lots in Cherry Hill Cemetery nicely cleaned up. ³¹

In May 1894, John S. Smith was elected to the town board and Thomas A. Wilks was reelected. Smith became superintendent of the white portion of Cherry Hill and Wilks became superintendent of the black portion. ³²

In May 1895, B. J. Jenkins and W. L. Brown were elected to the town council as was Thomas A Wilks who was reelected. Brown became superintendent of the white portion of Cherry Hill and Jenkins became superintendent of the black portion. At the May 17, 1895 Town Council meeting, A. L. Blow submitted a petition to the council asking the adoption of an ordinance prohibiting the burial of dead bodies in any part of town except Cherry Hill Cemetery lots lying between said Cemetery and Pitt Street, which was laid over to be considered when the enactment of ordinances comes up.³³.

In June 1895, a campaign was started to erect a small monument to the memory of the unknown Confederate soldiers who were buried in Cherry Hill Cemetery. Soon after this cemetery was donated to the town, the remains of these soldiers were removed from the old graveyard on the Green's mill road and placed in the public portion of-Cherry Hill

²⁷ Greenville City Council Minutes, Vol. 3; Greenville City Hall.

²⁸ *Eastern Reflector*, May 25, 1892.

²⁹ Greenville City Council Minutes, Vol. 3; Greenville City Hall.

³⁰ Greenville City Council Minutes, Vol. 3; Greenville City Hall.

³¹ *Eastern Reflector*, Apr. 18, 1894.

³² Greenville City Council Minutes, Vol. 3; Greenville City Hall.

³³ *Eastern Reflector*, May 22, 1895

Cemetery. Anyone wishing to make a donation for this purpose was to hand the amount to Mr. W. L. Brown, who had charge of the cemetery.³⁴

In June 1895, the newspaper reported improvements to Cherry Hill. “Cherry Hill Cemetery is now in better condition than it has been in a great while. The walks and lots all been cleaned up and several new walks have been made through the unoccupied part of the enclosure. The rickety stile over which pedestrians had to pass to get within the grounds has been removed and a small gate placed near the driveway for their use. Councilman W. L. Brown has had the work done and we hope Cherry Hill will be kept in its present good condition”³⁵

In June 1896 it was reported that some young ladies were out soliciting funds to pay off a debt contracted in making improvements at Cherry Hill. They met with good success.³⁶

In July 1897, it was reported that Councilman A. J. Griffin, who was in charge Cherry Hill Cemetery, had just had the trees in the enclosure trimmed and whitewashed, and all the walks cleaned off. He said if the lot owners would now have their lots cleaned, the cemetery will present a much more attractive appearance. However, he requested that all who clean their lots would remove the rubbish not throw it in the walks.³⁷

In March 1898, Town Commissioner A. J. Griffin decided to go out to Cherry Hill Cemetery and see how everything was. Griffin found cattle eating the evergreens and bushes and the wooden fence in disrepair. Mr. Griffin got the cows out and went and bought some wood and repaired the fence himself.³⁸

On Aug. 4, 1898, the town council ordered that “the committee for the white cemetery shall have control and supervision of that part of Cherry Hill Cemetery set apart for the burial of colored persons.”³⁹

By November 1898, the town purchased a plot of ground on the Rouse property and took in the Methodist cemetery into the enclosure with Cherry Hill Cemetery. The Rouse addition was laid off in lots for sale.⁴⁰

In Nov. 1899 it was reported that the cemetery had been cleaned up and the “new gate and arch at the entrance make a decided improvement.”⁴¹

At the May 1900 Greenville City Council meeting, Alderman H. A. White, of the cemetery committee introduced the following ordinance and it was adopted. “No person shall enter the cemetery with a horse or vehicle, except for the purpose of carrying material to make graves, build monuments, tombstones, or other material for ornamental purposes,

³⁴ *Eastern Reflector*, June 12, 1895.

³⁵ *Eastern Reflector*, June 19, 1895.

³⁶ *Eastern Reflector*, June 10, 1896.

³⁷ *Eastern Reflector*, July 14, 1897.

³⁸ *Kings Weekly*, Mar. 25, 1898.

³⁹ Greenville City Council Minutes, Vol. 3, Greenville City Hall.

⁴⁰ *Daily Reflector*, Nov. 16, 1898.

⁴¹ *Eastern Reflector*, Nov. 3, 1899.

and then only with written permission of the cemetery committee or Mayor. Any person violating this ordinance shall be fined Five Dollars for each offence, and every entrance of a vehicle or horse shall constitute av separate offence.”⁴²

On May 10, 1900, the Singletary Chapter of the Daughters of the Confederacy inaugurated the observance of Confederate Memorial Day in Greenville. That morning, the members of the Chapter and a number of friends and school children visited Cherry Hill Cemetery to decorate the graves of Confederate soldiers. Exercises were held with prayers and an address by W. F. Harding. At the conclusion the address the two graves containing the remains of ten Confederate soldiers, were covered in flowers, and the Stars and Bars and the Stars and Stripes were planted side by side at the head of the graves. Flowers were also placed on the graves of others who served in the war throughout the cemetery.⁴³

In July 1901, Henry T. King was named head of the white cemetery committee and E. M. McGowan, as head of the black cemetery committee.⁴⁴

On Memorial Day, May 10, 1902, the T. J. Jarvis Chapter of the Daughters of the Confederacy started the observance of Confederate Memorial Day in Greenville and hoped it would become an annual affair. They unveiled a small granite marker to mark the last resting place of 14 unknown Confederate soldiers who died in camp at Greenville. At four o'clock in the afternoon members of the T. J. Jarvis Chapter and Children's Chapter of the Daughters of the Confederacy and many citizens met at the Methodist Church and marched to Cherry Hill Cemetery. In a small ceremony, the monument was unveiled by Misses Ima Allen, Margaret Skinner, Mattie Moye King and Pattie Wooten. Hon. Larry I. Moore delivered a beautiful and appropriate address, followed by the recital of a poem by Mrs. T. J. Jarvis, after which the graves of the soldiers were decorated with the flowers brought to the occasion. From this day until the 1960's, Confederate Memorial Day was an annual legal holiday in Greenville.

In Sept. 1904 it was reported the Colored cemetery had been cleared and new fence put up⁴⁵

In June 1905, it was reported that the summer house in the white cemetery was nearly completed⁴⁶

In April 1906 it was reported that a piece of land adjoining Cherry Hill was purchased from Edward G. Flanagan for \$400. It would add about 12 lots to the cemetery.⁴⁷

In May 1906, the white cemetery committee reported that a water line was put in to provide water for Cherry Hill Cemetery. The city council also instructed the cemetery committee to have the property recently purchased added to the Cherry Hill enclosure and

⁴² *Eastern Reflector*, May 8, 1900.

⁴³ *Eastern Reflector*, May 15, 1900.

⁴⁴ *Eastern Reflector*, July 19, 1901.

⁴⁵ *Eastern Reflector*, Sept. 6, 1904.

⁴⁶ *Eastern Reflector*, June 2, 1905.

⁴⁷ *Daily Reflector*, Apr. 6, 1906.

laid off into lots. It was decided to make the price of the best lots in this new addition \$150. The less desirable lots at \$120, and the price of lots on the slope in the old part of the cemetery \$80.⁴⁸

In Aug. 1907, Edward G. Flanagan, on the Board of Alderman and chairman of the cemetery committee, advertised that the cemetery committee was cleaning up Cherry Hill and if the lot owners would hurry up and clean their lots, the town carts would haul off the debris for free.⁴⁹

In July 1908. Congressman John H. Small shipped some 40 odd cannon balls, weighing 40 pds. each, to Greenville, NC, to be used in connection with the Confederate Monument in Cherry Hill Cemetery. The cannonballs were first piled in a mound in the center of the Court House Square. A stone pedestal was built beside the Confederate memorial in Cherry Hill and the town cannon, and the cannonballs were placed on it, where they remained for many years. Over the years the Daughters of the Confederacy would place flowers on the cannonballs as part of their May 10th ceremonies. They noticed and complained that the cannonballs were being spirited away. The cemetery superintendent would often find some in the ditch down the hill behind the cemetery and would return them to their place beside the memorial.

In July 1909, C. S. Carr, E. G. Flanagan and E. A. Moye, Sr. were named the cemetery committee of the town council for the ensuing year.⁵⁰

In Jan. 1911, the town council approved that Mr. Symonds be authorized to have that portion of Cherry Hill Cemetery known as the Methodist Cemetery cleaned out and the hedges cut.⁵¹

In April 1914, benches that were owned by the County and used in the Greenville City Hall where the County Court was held after the burning of the Pitt County Court House in 1910, were given by the county to the city. The City had them painted and placed in Cherry Hill Cemetery.⁵²

In June 1914, Edward G. Flanagan chastised the Mayor and town board for the neglect of Cherry Hill Cemetery. You can see “when entering from Pitt Street that the weeds are waist high with only a beaten path by some devoted mother, father, sister, or brother who make daily or weekly visits. Entering the iron gates the paths are covered in weeds and large piles of trash raked off the adjoining lots.”⁵³

In October 1914, the City Council passed an ordinance that all plots in Cherry Hill Cemetery must be cleaned off and kept clean or the lot owners would fined.⁵⁴

⁴⁸ *Daily Reflector*, May 4, 1906.

⁴⁹ *Daily Reflector*, Aug. 1, 1907.

⁵⁰ Greenville City Council Minutes, Vol. 3, Greenville City Hall.

⁵¹ Greenville City Council Minutes, Vol. 3, Greenville City Hall.

⁵² *Eastern Reflector*, Apr. 10, 1914.

⁵³ *Eastern Reflector*, June 26, 1914.

⁵⁴ *Eastern Reflector*, Oct. 9, 1914.

In December 1918, the local newspaper harangued the town aldermen, the Cherry Hill cemetery committee, and taxpayers, stating that Cherry Hill “was a disgrace to Greenville and that there is not a taxpayer who should not bow his head in shame when he visits it.” The article said that the taxpayers should get together and hold a “Indignation Meeting” and see if anything gets done.⁵⁵

In August 1919, it was reported that private benches on lots in Cherry Hill were moved to other lots. Some of the benches were made of iron and the ladies could not return them to their proper places.⁵⁶

In Sept. 1919, it was reported that C. D. Tunstall, on the Board of Alderman and chairman of the cemetery committee and J. G. Bowling, city inspector, had put Cherry Hill in a “first-class condition, with the exception of a few lots owned by private parties who have failed to clean off their lots. These plots make Cherry Hill an eyesore to visitors. We understand that the cost of cleaning off lots in the cemetery ranges from fifty cents to two dollars, so we don’t believe there is a person who owns a lot but can afford this outlay.”⁵⁷

In Dec. 1919, the town council approved the removal of the graves of Memorial Baptist Church, on the corner of Fourth and Greene Streets, to Cherry Hill Cemetery. It was to be done under the supervision of B. F. Tyson, member of the town council.⁵⁸

In March 1920, Claude D. Tunstall, on the Board of Alderman and chairman of the cemetery committee advertised that the double gates to Cherry Hill Cemetery would be kept locked and those wanting entry with a vehicle would have to obtain a key from J. L. Whichard, city manager, or S. C. Wilkerson, undertaker.⁵⁹

In April 1920, the Greenville Chamber of Commerce was looking for sites for a new cemetery in Greenville. Of several locations suggested, the price of plots was going to have to be sold was from \$500 to \$600 per plot. The newspaper opined that few residents of Greenville could afford to pay \$500 for a burial place, nor could they afford \$100 for about 15 feet square. They were going to continue to try and find more cemetery space.⁶⁰

In Jan. 1921, Claude Tunstall, chairman of the cemetery committee published some facts about Cherry Hill Cemetery in the local newspaper. Tunstall stated that Cherry Hill was in better shape than usual at that time. Every street was open and had no weeds. The cemetery committee controlled only the streets and had no control over individual lots or the Methodist Church lots and should not be censured for their condition. The committee through Mr. J. G. Bowling and Mr. J. L. Whichard had agreed the past year to clean all lots at \$1.00 a lot. Notices were published four times during the previous year, but there was no response. Realizing the necessity, the cemetery committee, composed of W. A. Bowen, Clows Hearne and Claude Tunstall made numerous attempts in 1920 to either

⁵⁵ *Greenville News*, Dec. 16, 1918.

⁵⁶ *Greenville News*, Aug. 16, 1919.

⁵⁷ *Greenville News*, Oct. 20, 1919.

⁵⁸ Greenville City Council Minutes, Vol. 3, Greenville City Hall

⁵⁹ *Greenville News*, Mar. 13, 1920.

⁶⁰ *Greenville News*, Apr. 14, 1920.

enlarge Cherry Hill and improve it to conform to modern times or secure a new site. Options were secured on the adjoining Cowell and Cobb property and a landscape gardener was consulted. Due to a lack of interest on the part of citizens and divergent opinions, the town council rejected the recommendations of the cemetery committee. The cemetery committee tramped over many miles of plowed ground trying to find suitable land for a new cemetery. The cemetery committee approached various civic groups requesting co-operation since it was a community need. A day was appointed for members of organizations to meet up to inspect sites and conveyances were provided. The attendance was “disgusting,” and since that time the cemetery committee merely endeavored to keep Cherry Hill Cemetery the best they could in its “antiquated condition.”⁶¹

On Nov. 24, 1923, members of the Woman’s Club met at the home of Mrs. S. T. White and formed “The Cemetery Organization.” The officers were: J. L. Hassell, on the Board of Alderman and chairman of the cemetery committee was named chairman, Mrs. S. T. White, first vice-chairman, Mrs. W. H. Dail, second vice-chairman, Mrs. C. W. Harvey, secretary, and Mrs. L. G. Cooper, treasurer. Others at the meeting were: Mrs. Albion Dunn, Mrs. David James, Mrs. E. G. Flanagan, Mrs. P. J. Forbes, Mrs. C. O’H. Laughinghouse, Mrs. J. L. Fleming, Mrs. Claude Grant, Mrs. J. B. Smith, Mrs. K. W. Cobb, Mrs. Richard Williams, Mrs. H. A. White, Mrs. Martha O’Hagan. They petitioned and got from the town council a monthly appropriation of \$100. They assessed each lot owner \$2, \$4, or \$10 yearly according to the size of their lot and hired H. C. Schaffer, a well-known florist and landscape artist, formerly with the Greenville Floral Company, as caretaker of Cherry Hill Cemetery. ⁶² But in Sept. 1929, members of the Greenville Woman’s Club appeared before the city council stating that due to the failure to receive co-operation from the lot owners together with a smaller appropriation from the city, found the task an impossible one and would give up their supervision of Cherry Hill at the end of the year.⁶³

In 1934, the City of Greenville set up a “Cemetery Savings Fund” with the idea that it would be a perpetual care fund. Forty percent of the receipts from the sale of lots went into that fund. The money would not be used but interest from the investment of it could be used for maintenance of the cemeteries. The other sixty percent went into the General Fund for defraying the cemetery maintenance cost which ran approximately \$15,000 a year by 1955. The combined amount from the Savings Fund interest and from the remaining 60 percent of lot sales was not enough to pay the maintenance costs. In March 1955, a bill was introduced in the NC Legislature to create a “Cemetery Purchase Fund.” The City Council approved a plan to maintain the Cemetery Purchase Fund at \$25,000 with the money to be used for the purchase of new property as it is needed for the city’s cemeteries. The City Council voted to increase the cost of a four-grave lot from \$100 to \$125 and an eight-grave

⁶¹ *Greenville News*, Jan. 7, 1921.

⁶² *Greenville News*, Dec. 10, 1923.

⁶³ *Daily Reflector*, Sept. 5, 1929.

lot from \$200 to \$250. Lot prices remained double for persons living outside of Greenville city limits--\$250 for a four grave lot and \$500 for an eight-grave lot. It was said then that the new price schedule would not place quite enough into the General fund to cover maintenance, but anticipated growth of the town and increased sales in a few years' time would bring enough revenue to offset maintenance costs.⁶⁴

At the January 1939 Greenville Board of Aldermen meeting, Alderman J. A. Watson, Jack Spain and M. B. Massey were appointed to look into the matter of Cherry Hill Cemetery markings and also investigate better toilet facilities for visitors.⁶⁵

In March 1939, Judge F. M. Wooten suggested to the town council that the Pitt Street brick wall around Cherry Hill Cemetery should be marked in honor of Mrs. Hattie Cotton Skinner, widow of Charles Skinner, who paid for the erection of the wall in 1935.⁶⁶ In July 1941, a bronze marker was placed on the wall honoring Mrs. Skinner.⁶⁷

At the Mar. 9, 1945 Board of Aldermen meeting, Mrs. J. B. Moore and other ladies of the Greenville Garden Club came before the board requesting the city to install a bird bath in Cherry Hill Cemetery and keep it up and filled at all times for the protection of songbirds. They also requested the city to install bird sanctuary signs at all entrances into Greenville. To which the city agreed to do.⁶⁸

In June 1953, workman under the supervision of Cecil Jones, Greenville City Cemetery foreman, worked three weeks clearing out the waist high weeds and jungle in the black section of Cherry Hill Cemetery. The clearing project, approved by city council, took three weeks to complete. They used a bulldozer to move the debris into the ravine adjacent to the cemetery. The city crew also was "busy replacing some of the tombstones crumbled by age and weather."⁶⁹

In May 1959, the cemetery superintendent, Cecil Jones, found all the cannonballs missing from the Confederate monument in Cherry Hill. Because of the missing cannonballs, the Daughters of the Confederacy didn't hold their May 10th ceremony. Superintendent Jones and his crew searched the cemetery over and found about a dozen cannonballs behind the graveyard, near the light plant. They took the cannonballs back to their resting place with the companion cannon.

In Sept. 1959, members of the Woman's Club appeared before the Greenville town council to inform them that after six years they were giving up the supervision and upkeep of Cherry Hill Cemetery at the end of the year. This was due to the failure of lot holders to help financially and the small appropriation from the city was not enough to maintain the efforts.⁷⁰

⁶⁴ *Daily Reflector*, Mar. 18, 1955.

⁶⁵ Jan. 16, 1939 Greenville City Council Minutes.

⁶⁶ *Daily Reflector*, Mar. 9, 1939.

⁶⁷ *Daily Reflector*, July 22, 1941.

⁶⁸ Mar. 9,, 1945 Greenville City Council Minutes.

⁶⁹ *Daily Reflector*, June 18, 1953.

⁷⁰ *Daily Reflector*, Sept. 5, 1959.

In January 1960, Superintendent Cecil Jones and his crew again found all the cannonballs missing. After extensive searching none could be found. In April 1960, some cannonballs were found by two boys along the river at the end of Library Street. From their description of the cannonballs, they may have been left over from the Civil War. There was a rumor that one cannonball was in a vault at the city police department, rescued from some would be night bowler. For many years there were rumors of owners and sightings all over town of the missing cannonballs.

At the July 1969 Greenville City Council meeting, East Carolina students appeared before the council on behalf of Coach Dean Mallory and requested permission to move the Civil War cannon from Cherry Hill Cemetery to the ECU Stadium to be used as a memorial. They proposed to repair it and have it inspected before firing it. Following discussion by the board, they were granted use during football season, after which it was to be returned to Cherry Hill Cemetery. Also, that the cannon was to be placed on a concrete base and fastened securely.⁷¹

Sometime in the 1970's, someone stole the 250-pd. gravestone of Col Edward C. Yellowley, a Confederate Officer, from the Cherry Hill Cemetery. How they did it and was it stolen as a prank is unknown. The gravestone was found in a barn in Winston Salem, NC in early 1993. The gravestone was turned over to the Bryan Grimes Chapter of the Sons of the Confederate Veterans who placed it back at its original location in Cherry Hill Cemetery. On May 25, 1993, they had a memorial service and a 21-gun salute to honor the Civil War soldier.⁷²

In 1975, the Pitt County Historical Society took on a project to restore the "Brickell Cannon" lying in Cherry Hill Cemetery. After its restoration it was moved to the Town Common and dedicated in March 1976 as another observance during the Bicentennial year.

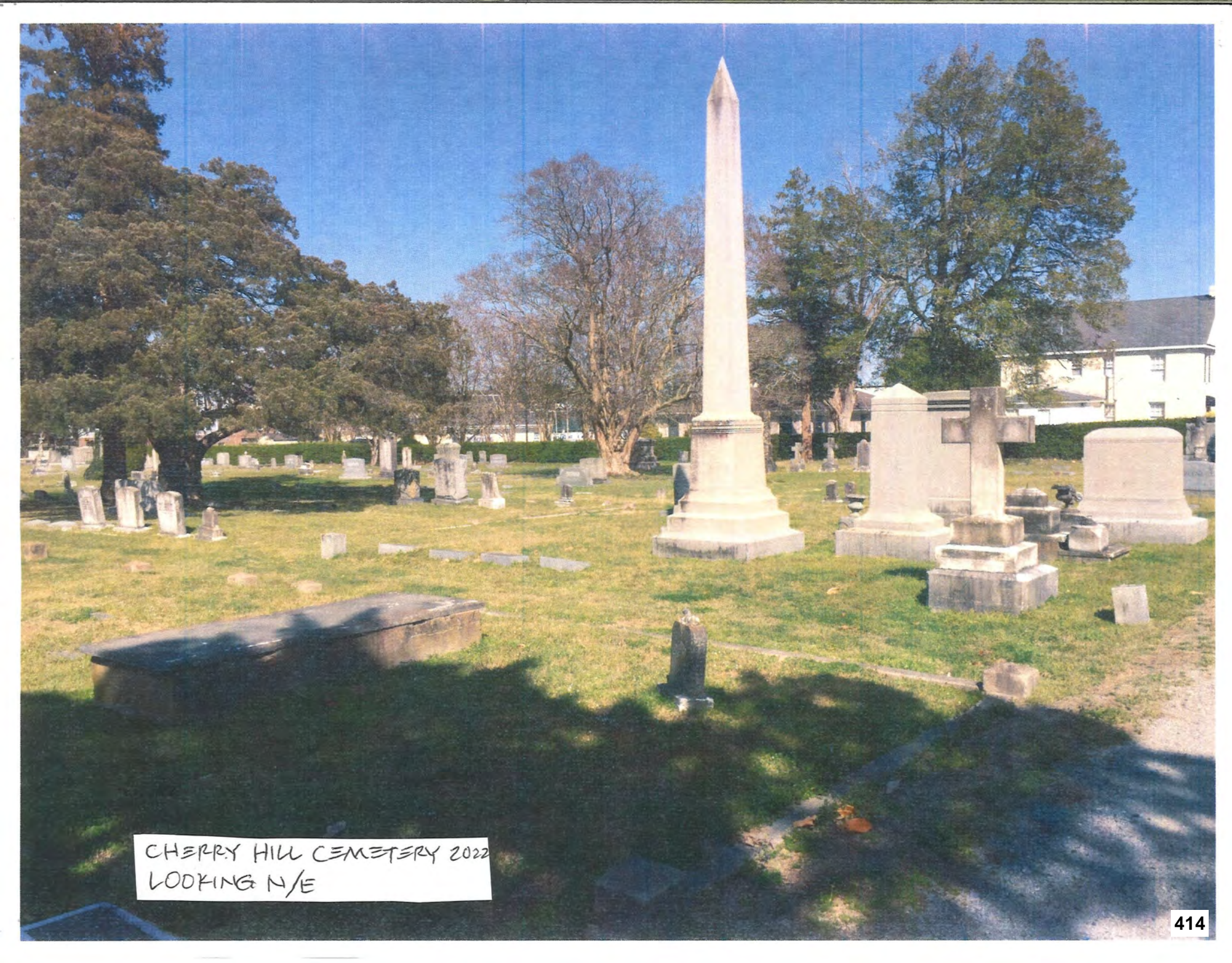
In 1990, Ms. Elizabeth Ross, former ECU art professor and local genealogist, transcribed Cherry Hill Cemetery, adding to earlier transcriptions in the 1940s by Jesse L. Jackson, and in the 1960s by Jeannette Cox St. Amand. This newest listing included notes that cross-referenced the state of the cemetery in both those earlier decades. A comparison of the 3 lists made possible the inclusion of information from grave markers that no longer exist. The grave markers in section O, the black section of Cherry Hill, have never been published. Unfortunately by 1990, the time for capturing their messages had nearly passed; many of the stones were broken, missing, or simply illegible. It is almost certain that many unmarked graves occupy Section O, as empty plots are intermixed with others still showing markers. Nonetheless, according to Ms. Ross, "the natural aesthetic value of this part of Cherry Hill excels that of any other part. The ancient trees, the open plots, the slope, and the silence, lend a magic that is difficult to explain."

⁷¹ July 10, 1969 Greenville City Council minutes.

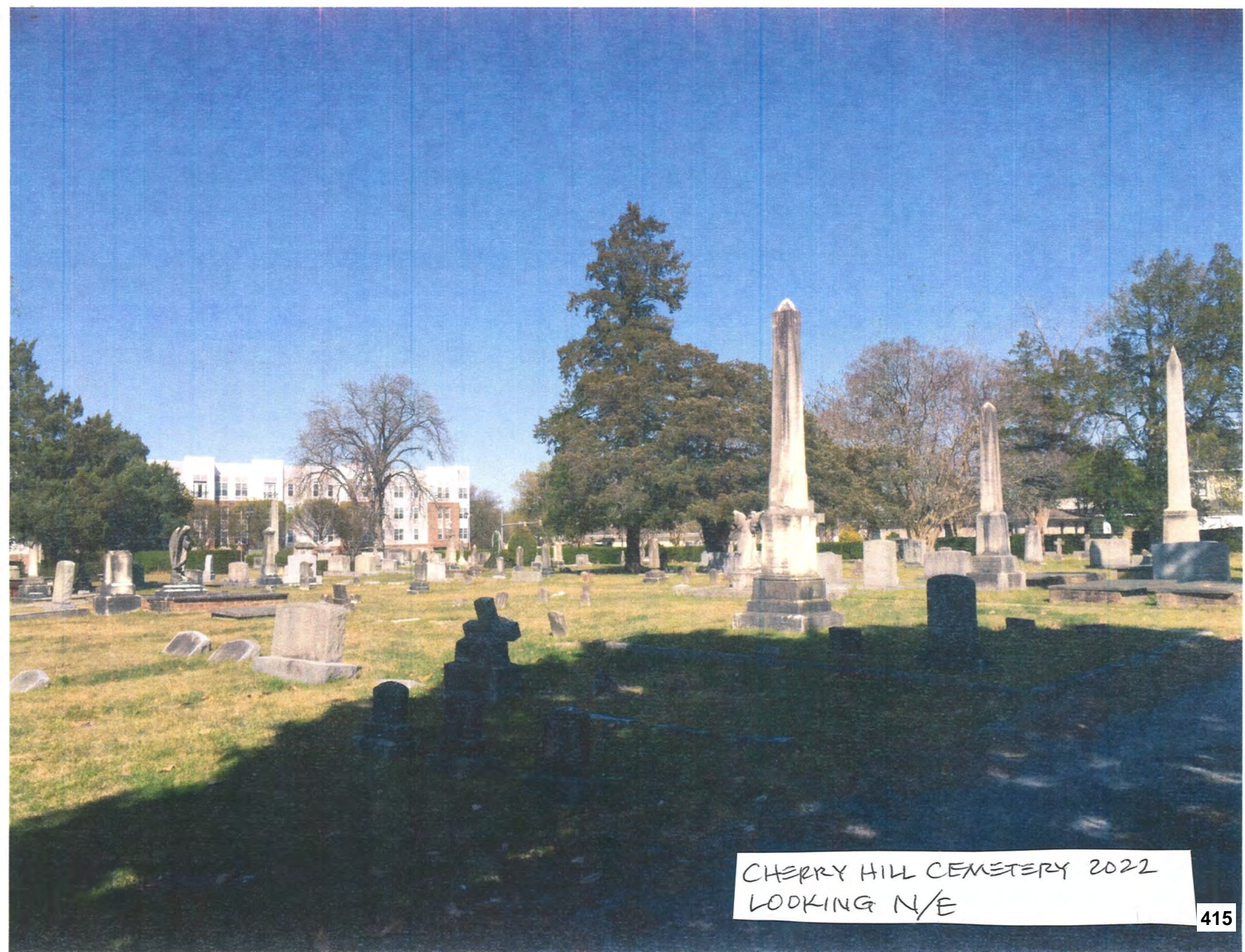
⁷² *Daily Reflector*, May 26, 1993.

According to Greenville Public Works, the main columns coming into Cherry hill were repaired in 2006. In Dec. 2009, a police chase led to a vehicle accident at the back of the roundabout. In 2010, a new chain link fence was installed on the north side of the cemetery.

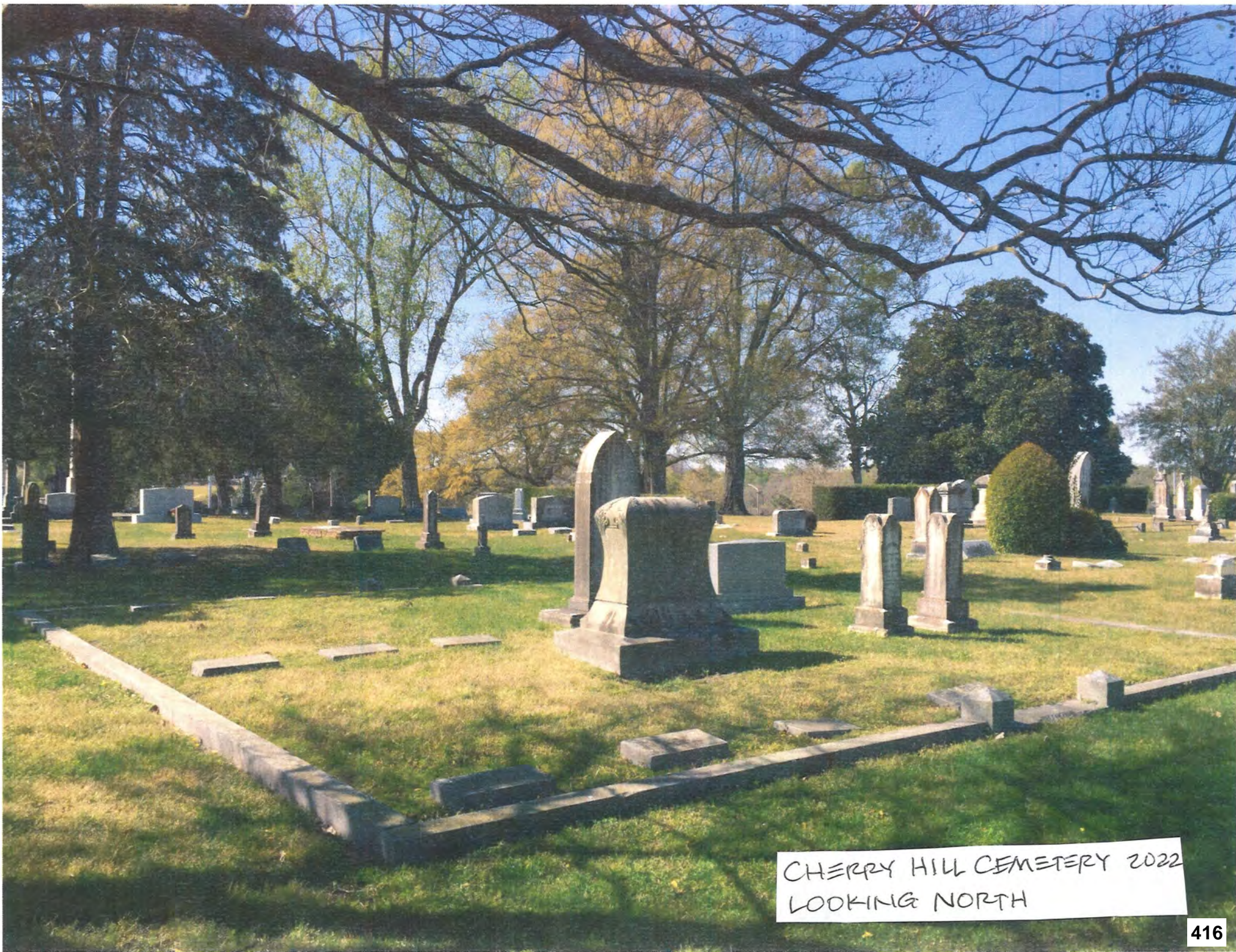
On August 27, 2011, Hurricane Irene hit Greenville with a fury and did tremendous damage to the trees in Greenville and Cherry Hill Cemetery. At least four ancient trees were torn asunder by the wind and the huge limbs fell and damaged numerous old markers. The markers were repaired and replaced.



CHERRY HILL CEMETERY 2022
LOOKING N/E



CHERRY HILL CEMETERY 2022
LOOKING N/E



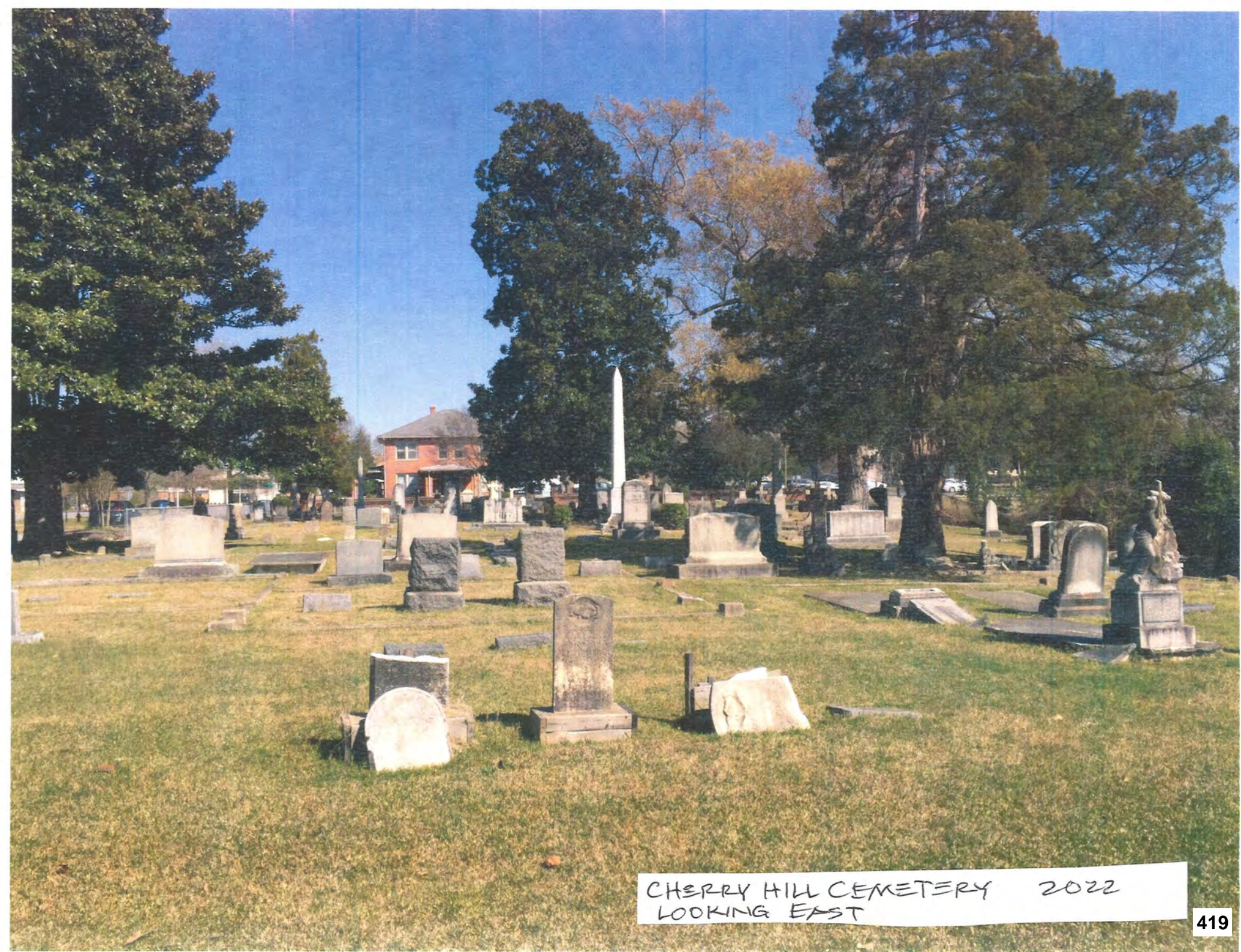
CHERRY HILL CEMETERY 2022
LOOKING NORTH



CHERRY HILL CEMETERY 2022
LOOKING EAST



CHERRY HILL CEMETERY
LOOKING NORTH 2022

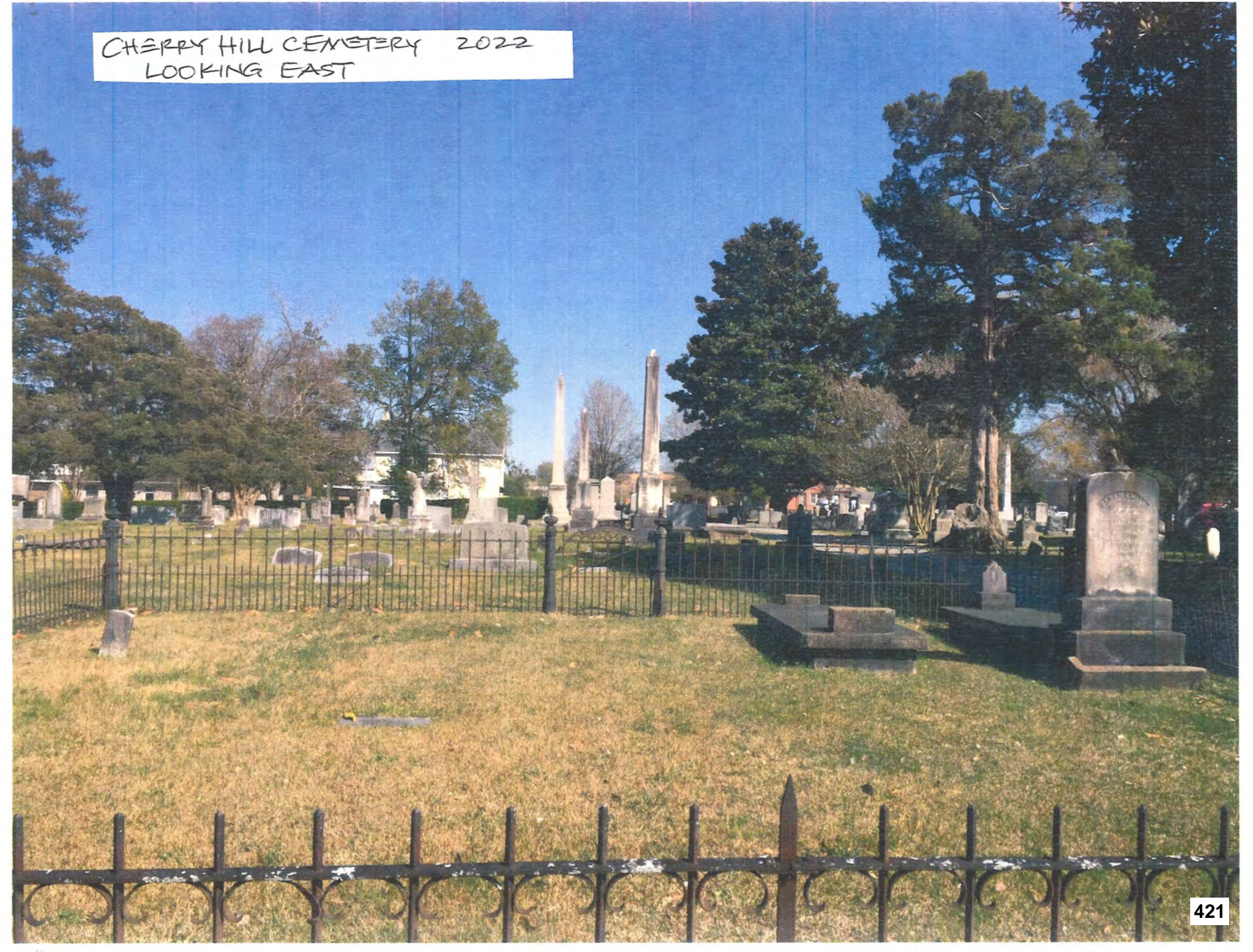


CHERRY HILL CEMETERY 2022
LOOKING EAST



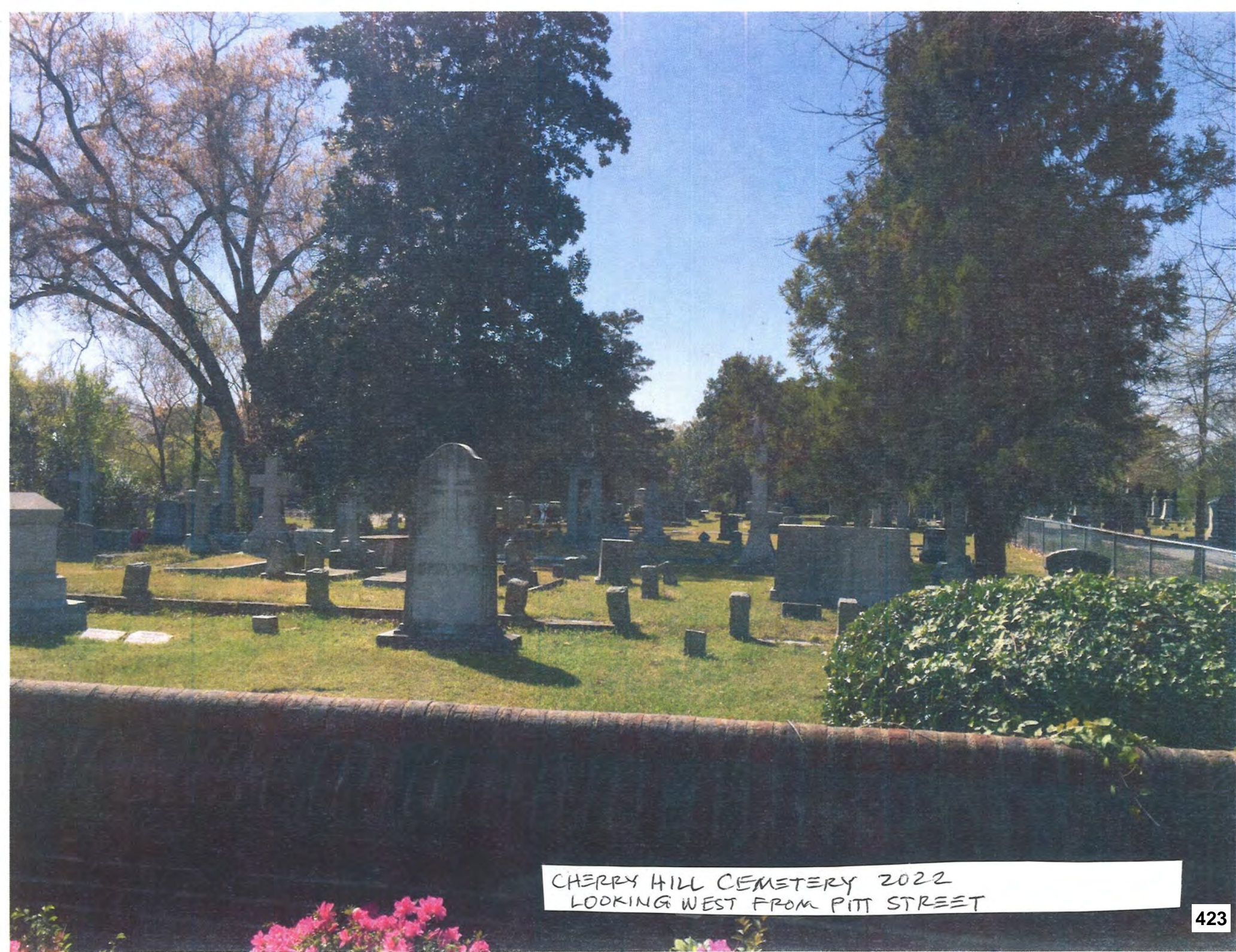
CHERRY HILL CEMETERY 2022
LOOKING EAST

CHERRY HILL CEMETERY 2022
LOOKING EAST





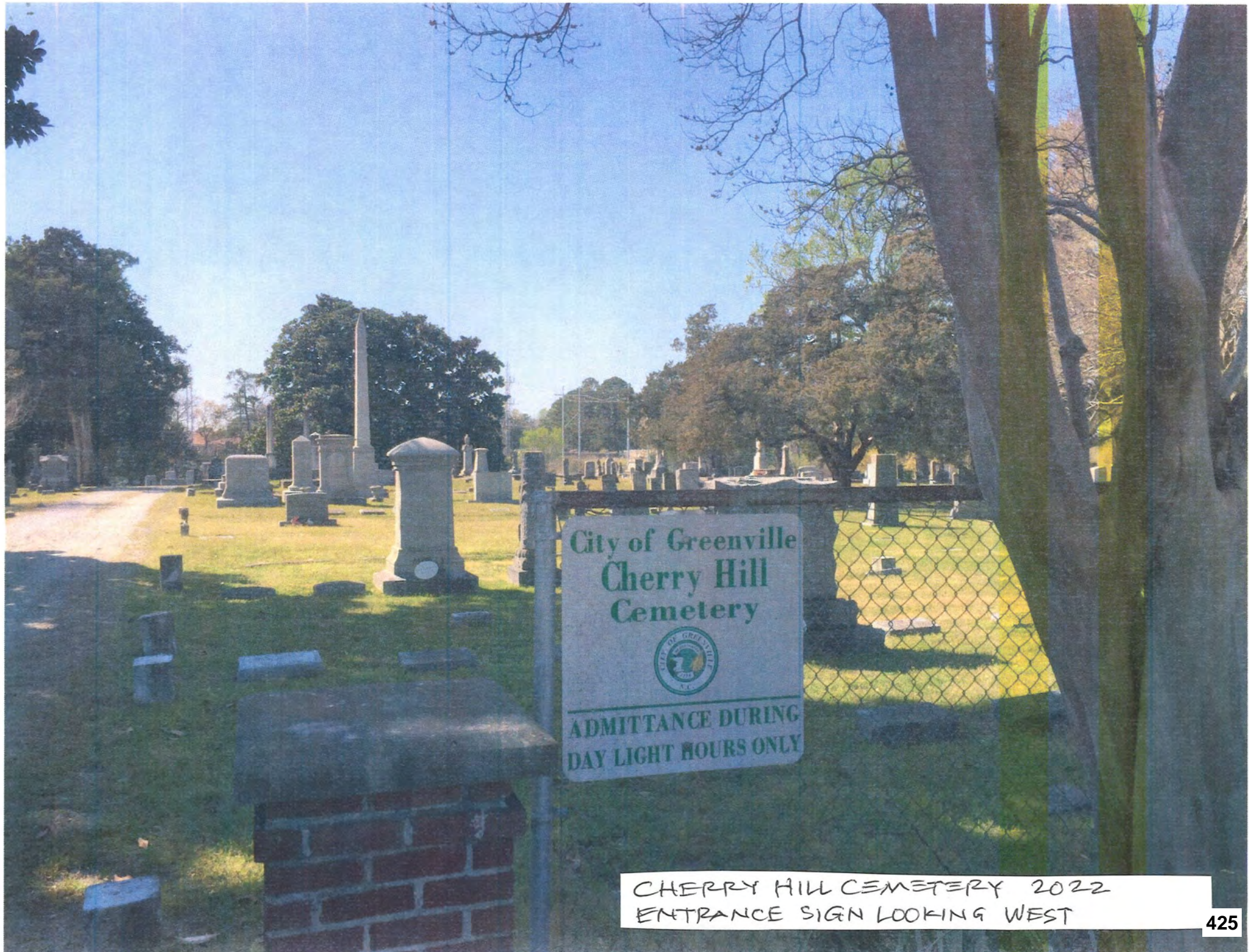
CHERRY HILL CEMETERY 2022
LOOKING EAST



CHERRY HILL CEMETERY 2022
LOOKING WEST FROM PITT STREET

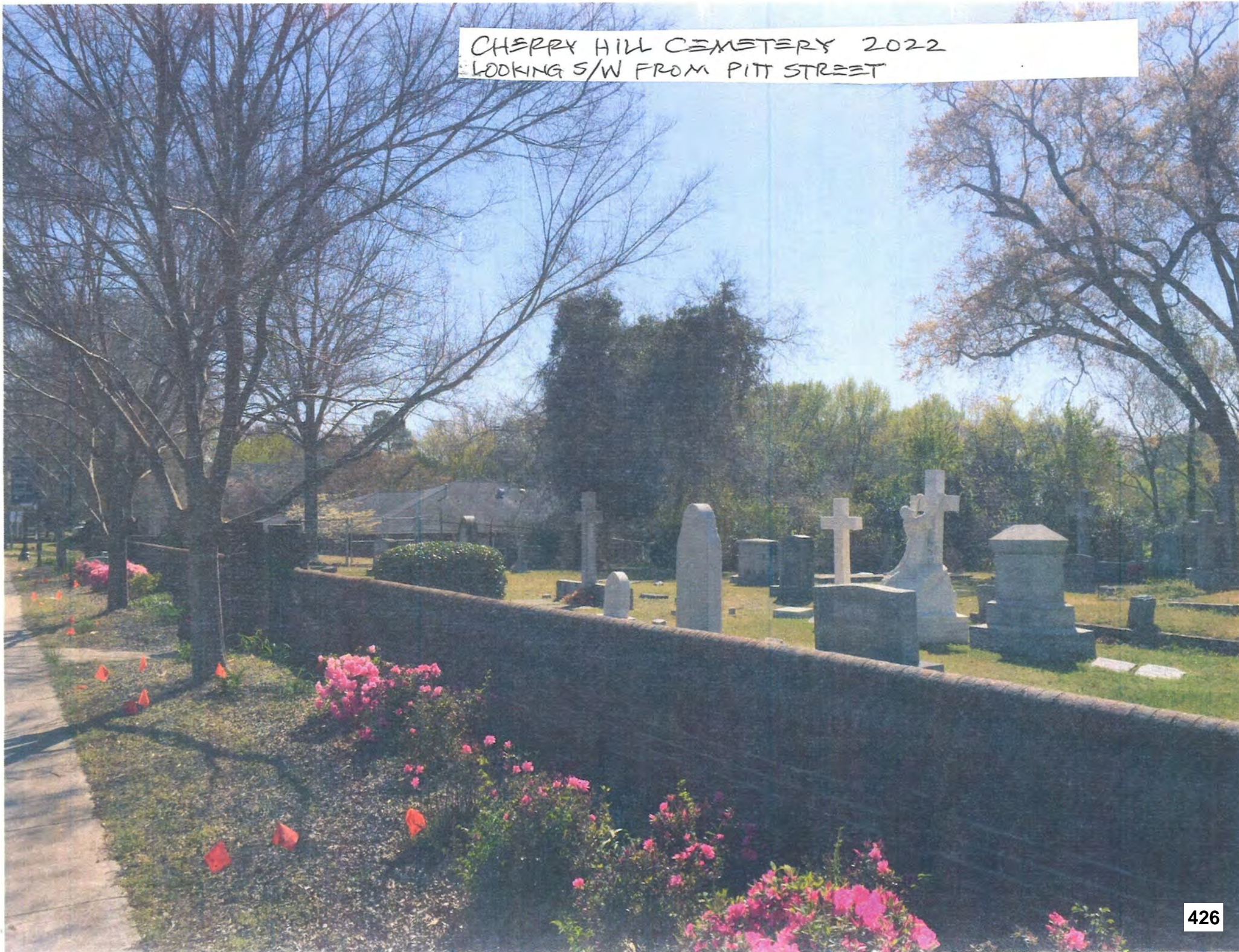


CHERRY HILL CEMETERY
ENTRANCE LOOKING WEST 2022
FROM PITT STREET



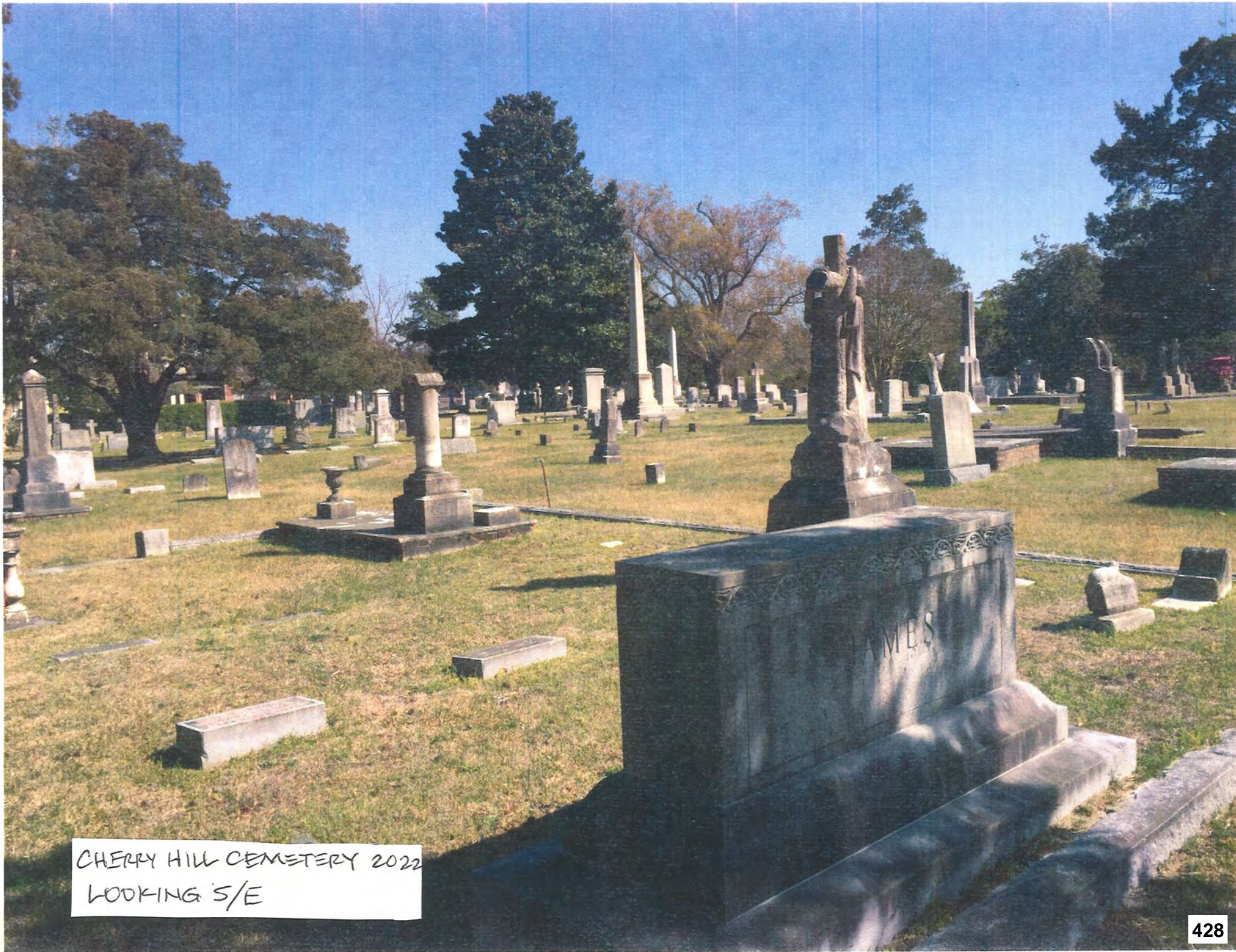
CHERRY HILL CEMETERY 2022
ENTRANCE SIGN LOOKING WEST

CHERRY HILL CEMETERY 2022
LOOKING S/W FROM PITT STREET

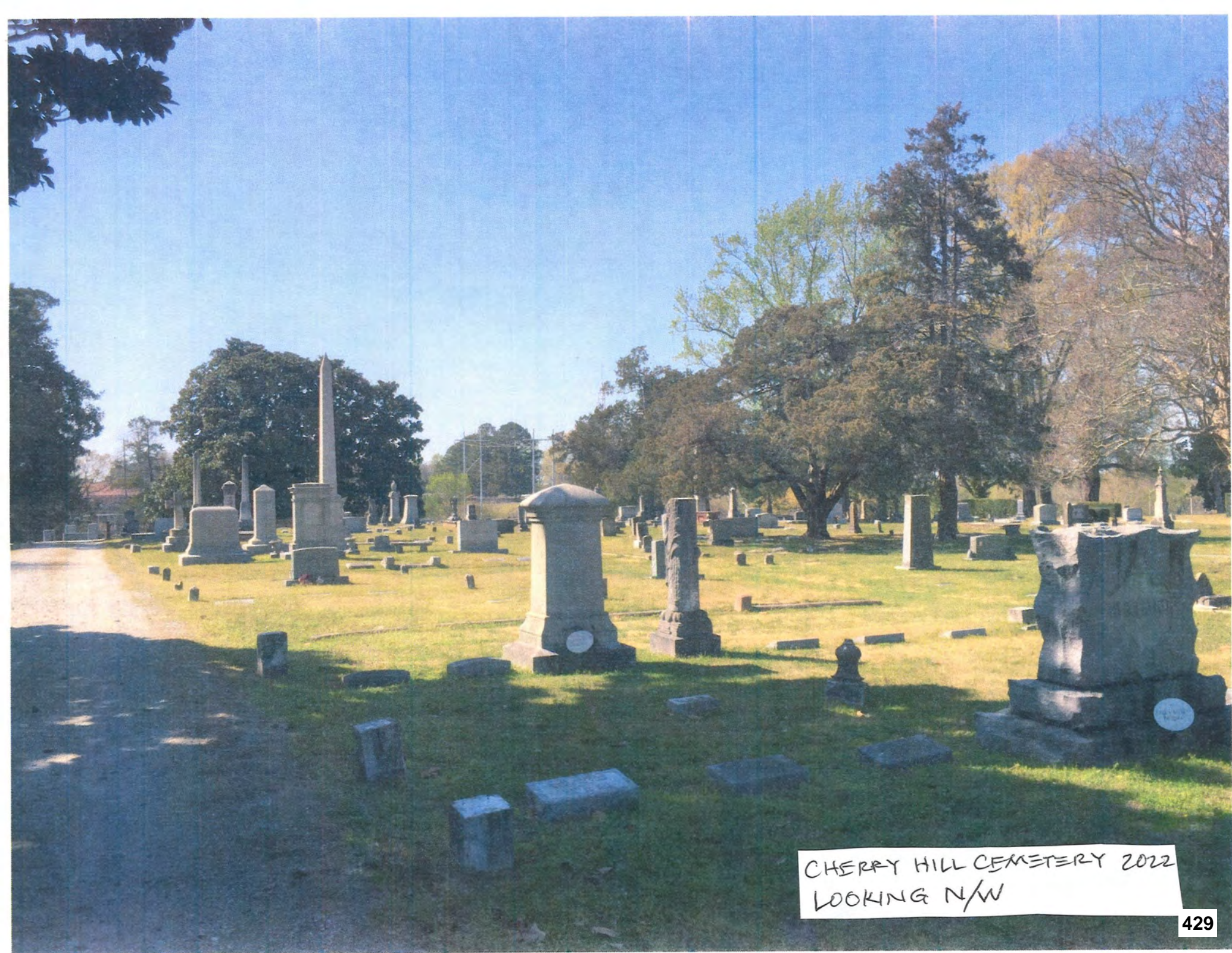




CHERRY HILL CEMETERY 2022
LOOKING S/E



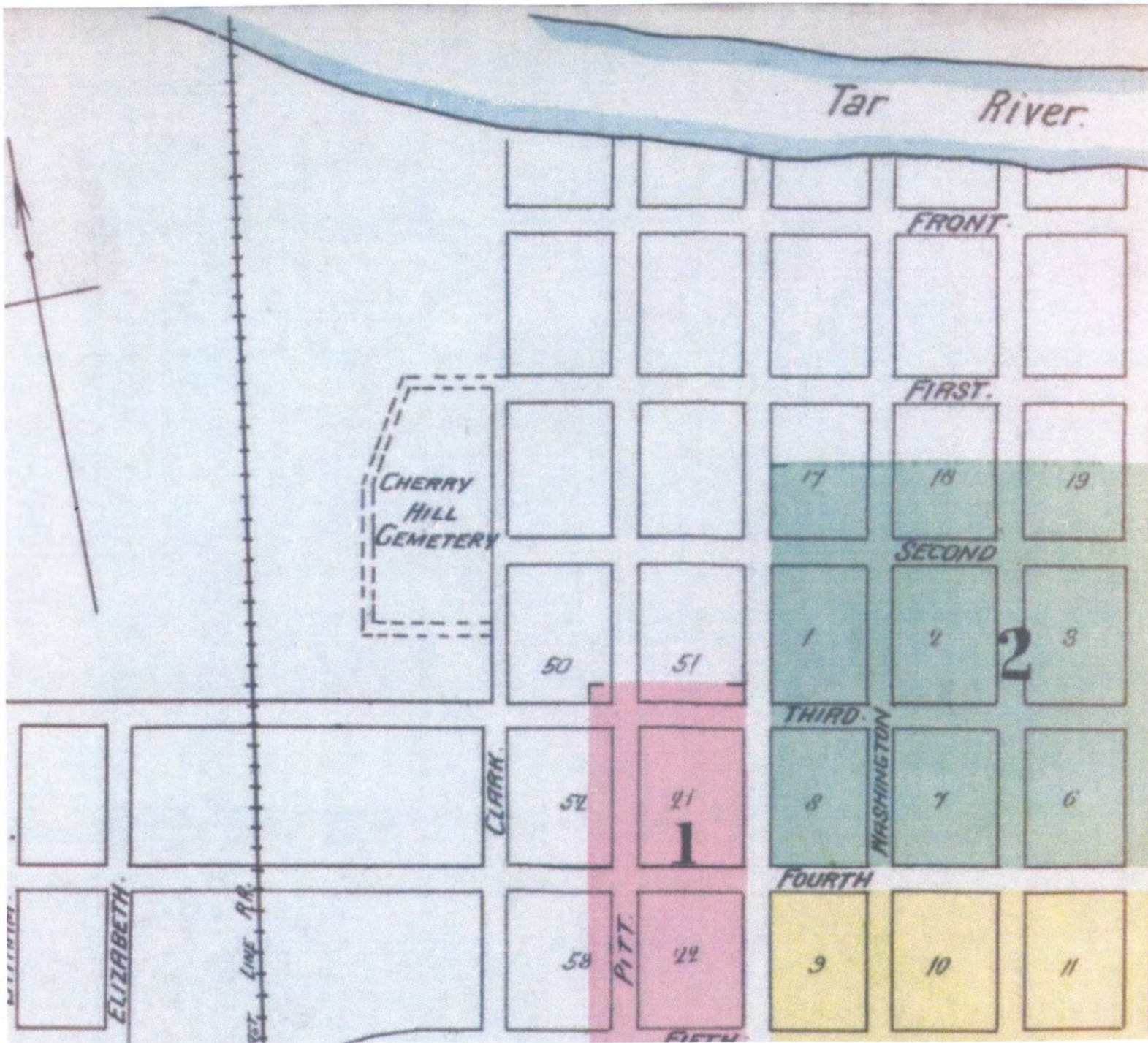
CHERRY HILL CEMETERY 2022
LOOKING S/E



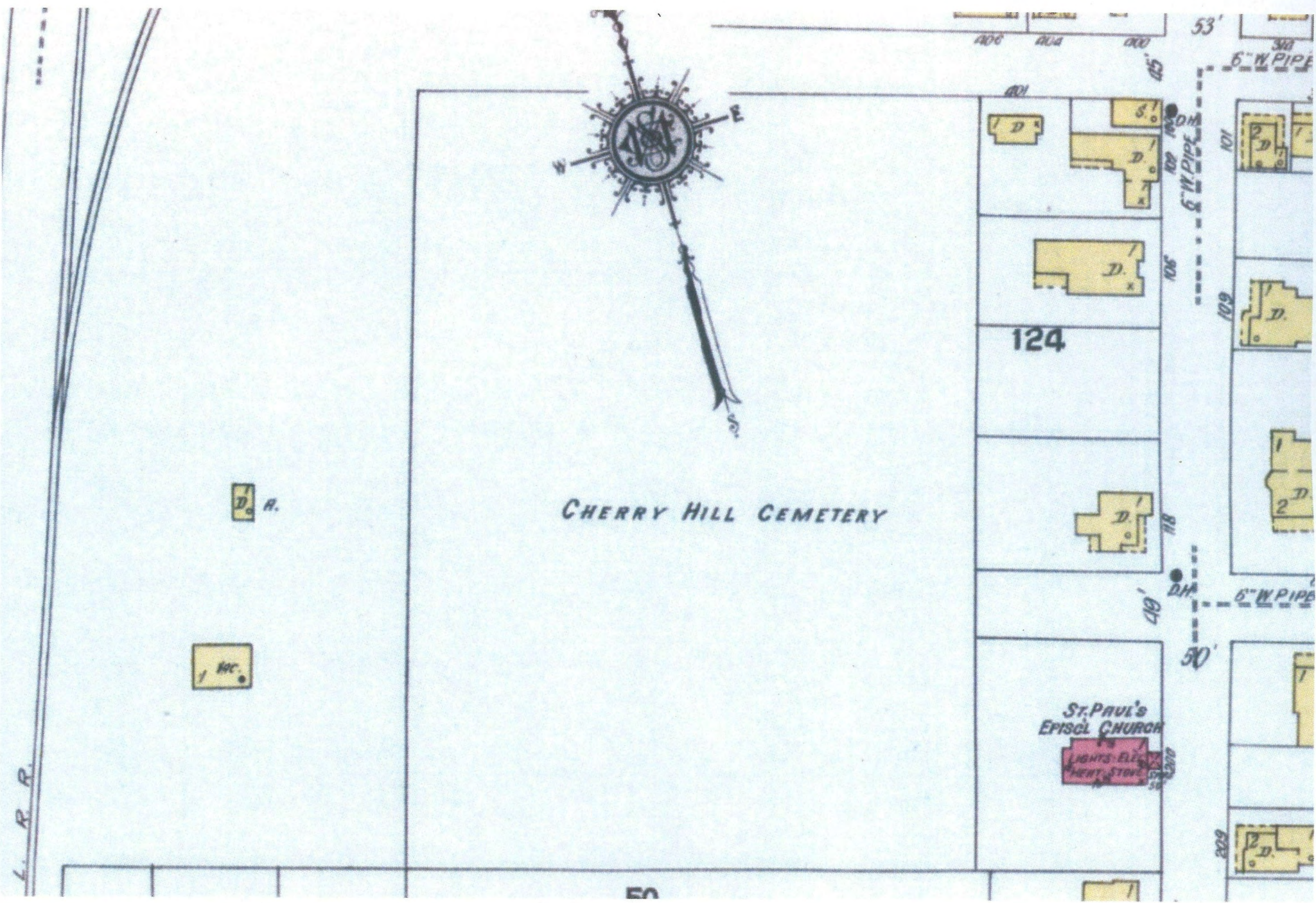
CHERRY HILL CEMETERY 2022
LOOKING N/W



CHERRY HILL CEMETERY 2022
LOOKING N/E



CHERRY HILL CEMETERY
 SANBORN MAP 1898



CHERRY HILL CEMETERY SANBORN MAP 1923

RIVER

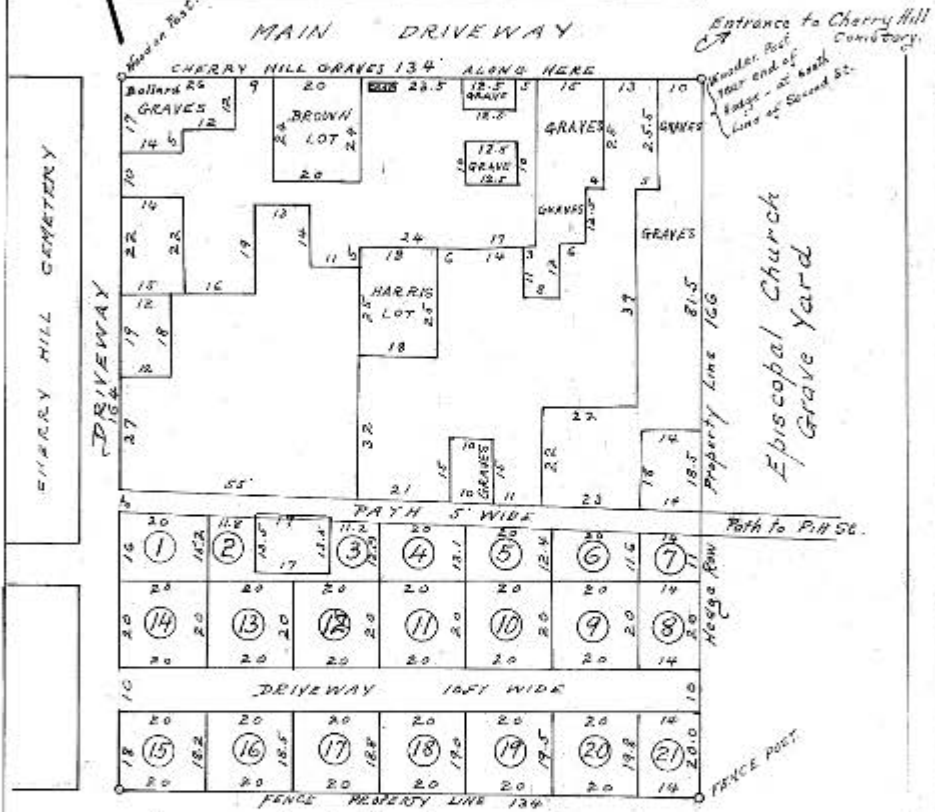
TAN

BRIDGE



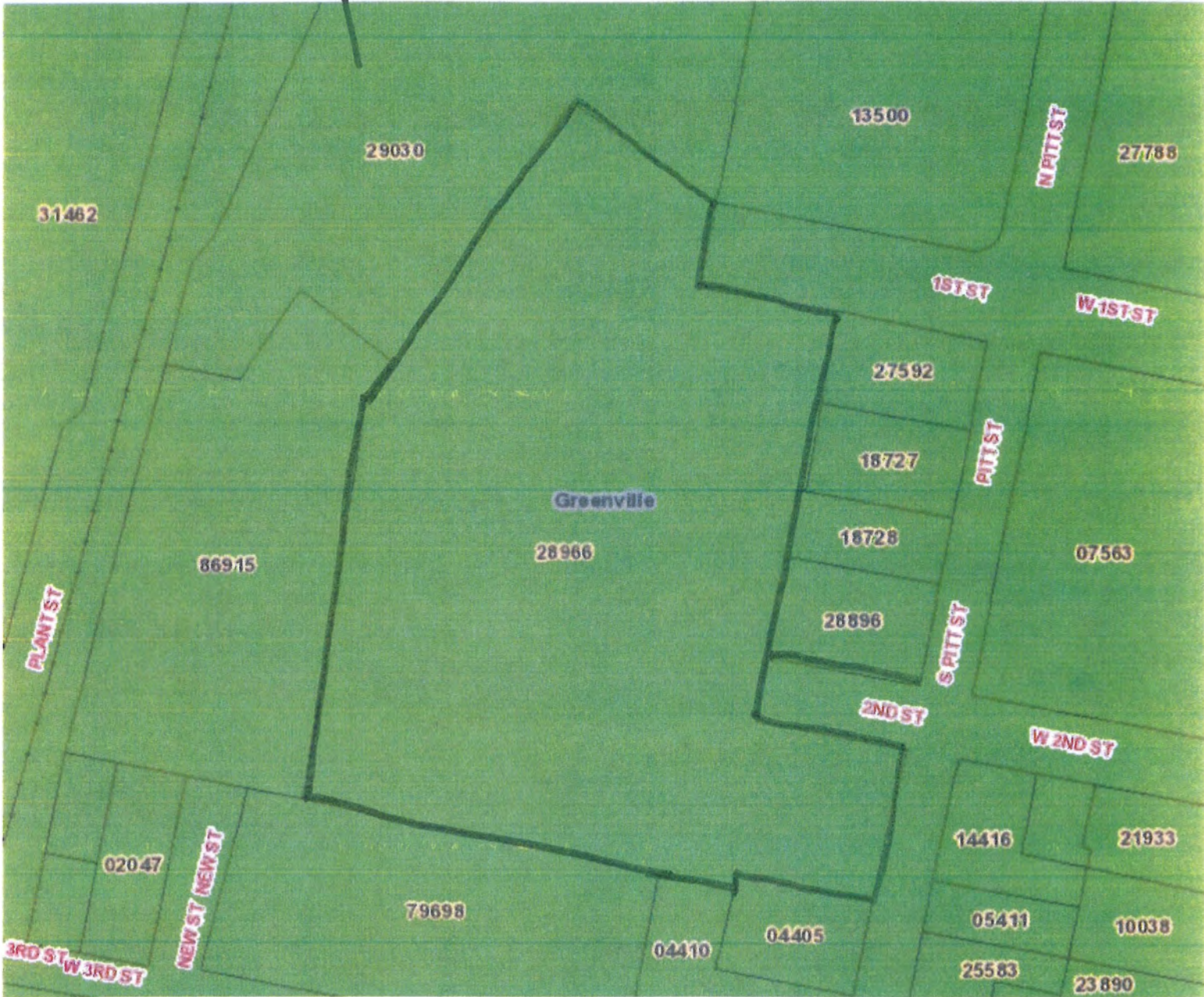
PLOT OF SURVEY
OF THE METHODIST GRAVE YARD AT GREENVILLE, N.C.
LOCATED IN THE CHERRY HILL CEMETERY
 Scale 1" = 20 feet. *W. C. Deasbach, Sr.* Date July, 1920
 Greenville, N.C.

Received in Office Sept. 13 - 1920. at 4:00
 o'clock P. M. and recorded in Map Book 2
 Page 122. J. C. Gaskins, Reg. of Deeds Pitt Co. N.C.

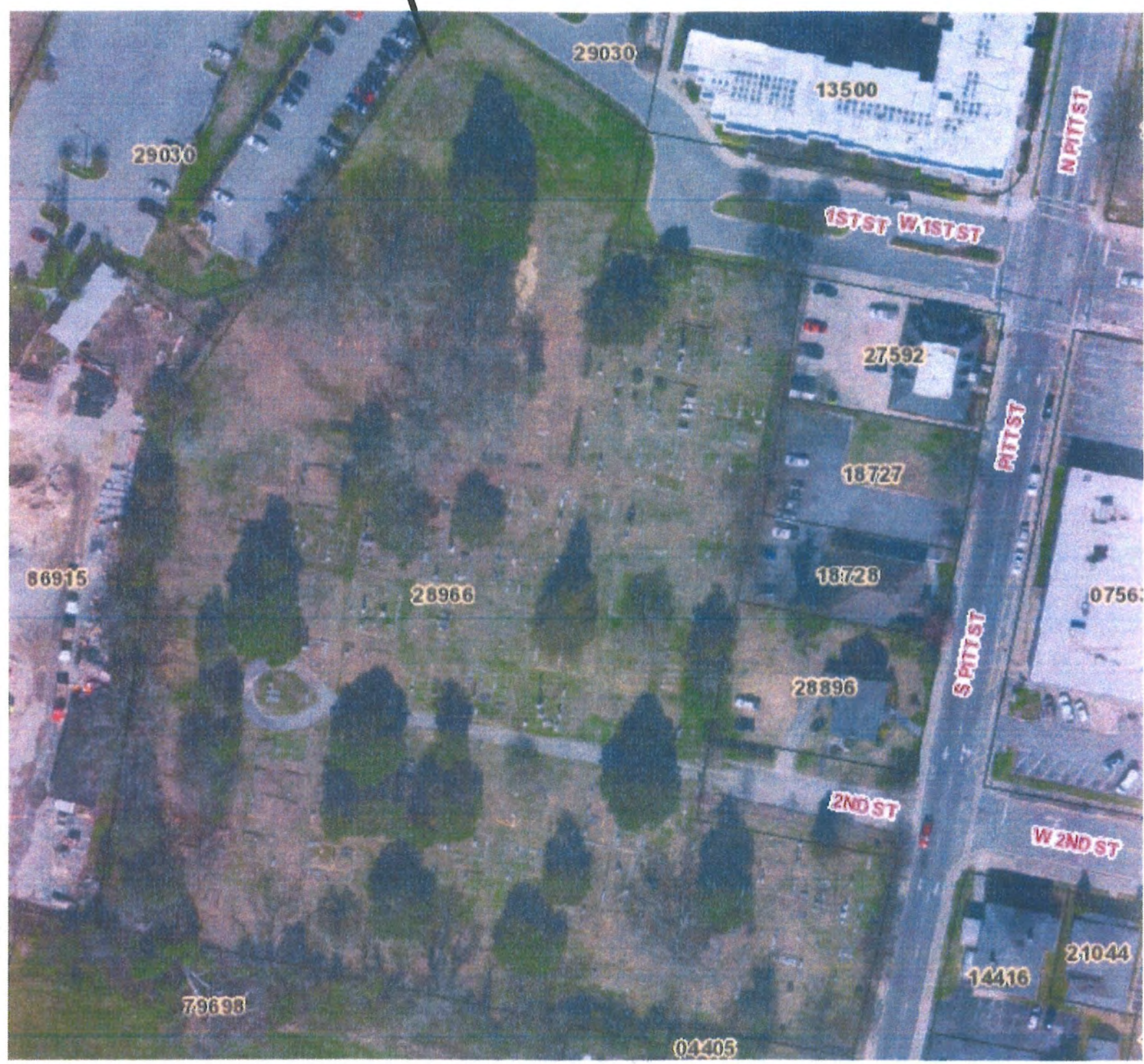


State of North Carolina, Pitt County.
 This is to certify that the accompanying map is a true and correct copy of the Methodist Graveyard as made by me in July 1920. *W. C. Deasbach, Surveyor.*

State of North Carolina, Pitt County
 The foregoing certificate of *W. C. Deasbach*, a surveyor under the laws of this County is adjudged to be correct. Let the same with the certificate be registered. this 13th day of Sept. 1920.
J. F. Haring, Jr.
 C. C. C.



CHERRY HILL CEMETERY BOUNDARY
OPIS MAP 2022



CHERRY HILL CEMETERY 2020



CHERRY HILL CEMETERY 2004



City of Greenville, North Carolina

Meeting Date: 04/13/2023

Title of Item: Ordinance to designate the Jessie R. Moye House and Grounds, located at 408 W. 5th Street and further identified as Pitt County Parcel Number 25142, as a Local Historic Landmark

Explanation: The Historic Preservation Commission on behalf of property owner Dr. John B. O'Brien, has requested to have the Jessie R. Moye House and Grounds, located at 408 W. 5th Street, designated as a Local Historic Landmark.

Along with the College View Historic District, there are currently 27 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 4, 2021, after discussions with the HPC, Staff recommended funding and proceeding with creating a Survey and Research Report for the State Historic Preservation Office (SHPO). This property was mistakenly believed to be a Local Landmark, and the Survey and Research Report was needed to correct this and put the property on the correct path to becoming a Local Landmark.

On November 29, 2021, local historian Roger Kammerer was contracted by the City of Greenville to create the Survey and Research Report for this and seven other properties.

On September 29, 2022, the Historic Preservation Commission voted unanimously to accept the Survey and Research Report for the Jessie R. Moye House and Grounds as the Commission's report and to forward the report to SHPO.

On November 16, 2022, SHPO advised that the Jessie R. Moye has the requisite special significance and integrity for landmark designation with the following comments:

“We feel the report provides the preservation commission and local governing board sufficient information to determine whether the Jesse R. Moye House possesses the requisite special local significance and integrity for local historic landmark designation. The 1902 Jesse Rountree Moye House, located at 408 West Fifth Street in downtown Greenville appears to be a good candidate for local landmark designation. Designed by New Bern architect Herbert Woodley Simpson, the house is a good example of a Queen Anne style residence with Colonial Revival style elements. The house is significant for its architecture and for its association with the original owner, Jesse Rountree Moye. We have shared recommendations with staff to make minor changes to the report. With these changes, we believe the designation report will provide the preservation commission and local governing board sufficient information to determine whether the Jesse R. Moye House possesses the requisite special local significance and integrity for local historic 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: \$279,413

Potential Tax Deferral: \$684

Recommendation: Adopt the ordinance designating the Jessie R. Moye House and Grounds as a Local Historic Landmark.

On March 28, 2023, the Historic Preservation Commission unanimously voted to recommend to City Council that the Jessie R. Moye House and Grounds be designated as a Local Historic Landmark.

ATTACHMENTS

 [ORDINANCE_LLD_J_R_MOYE_408_W_5TH_ST.pdf](#)

 [JR_MOYE_HOUSE S&R.pdf](#)

ORDINANCE NO. 23-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
DESIGNATING THE PROPERTY KNOWN AS THE JESSIE R. MOYE HOUSE IN
GREENVILLE, NORTH CAROLINA, AS A HISTORIC LANDMARK

WHEREAS, the property known as The Jessie R. Moyer House is an elegant Queen Anne-style frame residence defined by its large wraparound front porch, multiple projections, and multiple gable roofline; and

WHEREAS, the house is located at 408 West Fifth Street, in the City of Greenville, Pitt County Tax Parcel No. 25142, is more particularly described in Exhibit A, and is currently owned by Dr. John B. O'Brien; and

WHEREAS, Pitt County Tax Parcel No. 25142 is referred to herein as "The Jessie R. Moyer House"; and

WHEREAS, the exterior and grounds of the property known as The Jessie R. Moyer House is significant as the home of Jesse R. Moyer (1858-1935) who was a locally prominent figure in business and community affairs in Greenville, NC for over 40 years. His home is also significant as one of the last largely intact early twentieth century houses in Greenville that is typical of the construction and style of the period. The home exemplifies New Bern architect Herbert W. Simpson's confident blend of Queen Anne and Colonial Revival architectural styles. Built in a period of Greenville's economic expansion, the house represents not only the increasing prosperity of its owner, but of the town itself; and

WHEREAS, the exterior portion of the property known as the as The Jessie R. Moyer House 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 Roger Kammerer; 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; and all statements and information in the Survey and Research Report prepared by Roger Kammerer and the presentation to the City Council on April 13, 2023, on the question of designating the exterior portion of the property known as The Jessie R. Moyer House 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.

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

Section 1. The exterior portion and grounds of the property herein defined and known as The Jessie R. Moye House located at 408 West Fifth 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.

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 either Pitt County Tax Parcel No. 25142 or the property herein described and known as The Jessie R. Moye House.

Section 3. That the owner and occupant of the property known as The Jessie R. Moye House 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. That if the owners consent, a suitable sign may be placed by the City of Greenville Historic Preservation Commission upon the property known as The Jessie R. Moye House indicating its designation as a historic landmark.

Section 5. That 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 Jessie R. Moye House 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. That this ordinance shall become effective immediately upon its adoption.

Duly adopted this 13th day of April, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

Exhibit A

Property Name:	Jessie R. Moye House
Property Location:	408 West Fifth Street, Greenville, Pitt County, North Carolina
Pitt County Tax Parcel:	25142
Current Owner:	Dr. John B. O'Brien
Property Description Reference:	Register of Deeds of Pitt County in Book 557 at page 297

The property is further described as follows:

Situated in Greenville, Pitt County, North Carolina on the North side of West Fifth Street and being more particularly described as follows;

Beginning at an iron pipe in the Northern right-of-way of West Fifth Street is situated North (50' R/W, 28' BC/BC) which set iron pipe in the Northern right-of-way of West Fifth Street is situated North 50o 21' 17" West 198.19 feet, more or less, from a set parker kalon nail located at the centerline intersection of West Fifth Street and Pitt Street and traveling thence from said set iron pipe in the Northern right-of-way of West Fifth Street above mentioned, the POINT OF BEGINNING, North 67o 02' 56" West 89.09 feet, more or less, to a set railroad spike in the Northern right-of-way of West Fifth Street, a common corner with property now or formerly owned by Walter B. Council (Reference is hereby made to Deed Book A-47, at Page 609, Pitt County Public Registry); cornering, thence North 22o 39' 57" East 175.07 feet, more or less, to an existing iron pipe, a common corner with property now or formerly owned by the aforesaid Walter B. Council and a common corner with property now or formerly owned by Earl C. Lee (Reference is hereby made to Deed Book N-54, at Page 69, Pitt County Public Registry); cornering, thence South 67o 29' 00" East 90.30 feet, more or less, to a set iron pipe, a common corner between property now or formerly owned by Bobbie Lee Thomas (Reference is hereby made to Deed Book J-46, at Page 181, Pitt County Public Registry) and a common corner with property now or formerly owned by the Flynn Christian Home, cornering, thence South 23o 03' 57" West 57.06 feet, more or less, to an existing iron pipe, a common corner between property now or formerly owned by the Flynn Christian Home as aforesaid and property now or formerly owned by Vegesna Prudvi Raju (Reference is hereby made to Map Book 2, at Page 73, Pitt County Public Registry), thence South 23o 03' 57" West 118.69 feet, more or less, to a set iron pipe in the Northern Right-of-way of West Fifth Street, the POINT OF BEGINNING, containing 0.631 acres, more or less, all as in shown on that certain plat entitled "Survey for John Bibby O'Brien, Greenville, Pitt County, N.C.", dated Jan. 4, 1995, denominated FB 59, PG43, prepared by Michael West Baldwin, Registered Land Surveyor. Reference is hereby made to Deed Book D-7, at Page 271, Pitt County Public Registry.

**Survey and Research Report
For Local Landmark Designation**

**Jesse R. Moye House
Greenville, NC**



**Roger Kammerer
2022**

Survey and Research Report

Jesse R. Moye House Greenville, NC

1. Historical Name and location of the property

Jesse R. Moye House
408 W. Fifth Street
Greenville, NC, 27834

Name, Address, and telephone number of current property owner

Dr. John B. O'Brien
408 W. Fifth Street
Greenville, NC, 27834

Pitt County Tax Parcel 25142

2. A clear summary statement of the property's special character/significance and degree of integrity

The J. R. Moye House is significant as the home of Jesse R. Moye (1858-1935) who was a locally prominent figure in business and community affairs in Greenville, NC for over 40 years. His home is also significant as one of the last largely intact early twentieth century houses in Greenville that is typical of the construction and style of the period. The home exemplifies New Bern architect Herbert W. Simpson's confident blend of Queen Anne and Colonial Revival architectural styles. Built in a period of Greenville's economic expansion, the house represents not only the increasing prosperity of its owner, but of the town itself.

[See Separate National Register Architectural Report on the Jesse R. Moye House]

a. A clear explanation regarding why the property is being proposed for designation.

The J. R. Moye House should be designated for a Local Landmark designation for not only what it is, but what it represents. The house is one of a handful of elegant houses left in Greenville from the turn of the century that once dotted the Greenville cityscape. Designed by noted New Bern architect, Herbert W. Simpson, the house was built in

“Skinnerville,” one of the first developed suburbs in Greenville. The J. R. Moyer House retains nearly all of its original elements and finishes. The Moyer House continues to stand as a monument to its original owner, its architect, and as a vestige of the once beautiful streetscape of West Fifth Street as “Mansion row.”

[See Separate National Register Architectural Report on the Jesse R. Moyer House]

b. A concise statement of what buildings, interior features and portion of land are proposed for designation.

The designation is for the J. R. Moyer House itself and all the property historically associated with the house.

[See Separate National Register Architectural Report on the Jesse R. Moyer House]

3. Historic Background/Context

a. A description of the property’s history that clearly focuses on its special character and integrity.

The J. R. Moyer house is one of a handful of elegant houses left in Greenville from the turn of the 20th century that once dotted the Greenville cityscape. Designed by noted New Bern architect, Herbert W. Simpson, the house was built in “Skinnerville,” one of the first developed suburbs in Greenville. Almost all of the neighboring large houses along Fifth Street were demolished many years ago and the J. R. Moyer house stands alone as an example of a type of grand house that once filled the visual landscape of that part of Greenville.

[See Separate National Register Architectural Report on the Jesse R. Moyer House]

b. Chain of title for the property:

[Pitt County Deed Book D-7, p. 271]

May 8, 1901—J. J. Laughinghouse and wife Martha, and Miss Martha O’Hagan to Jesse R. Moyer, for \$1,000 a lot on the N/S of Fifth Street.

[Pitt County Will Book 6, p. 432]

May 8, 1935—Will of Jesse R. Moyer. He bequeathed all his property to his wife Novella Higgs Moyer.

[Pitt County Book of Estates—Book 11, page 353]

Apr. 21, 1956---Will of Novella Higgs Moye. She bequeathed her home on West Fifth Street to her daughter, Novella Higgs Moye Williams.

[Pitt County Will—file #78-E-267]

Aug. 15, 1975—Will of Novella Higgs Moye Williams. She bequeathed her property to her grandson, Edward Summerlin Williams, Jr.

[Pitt County Deed Book 557, p. 297]

Jan. 9, 1995---Edward Summerlin Williams, Jr. and wife, Princess S. Williams, of Durham, NC to John Bibby O'Brien, of Pitt County, for \$10 and other considerations, the same land recorded in Deed Book D-7, p. 271.

c. Date of original construction:

1903

According to the *Daily Reflector*, Nov. 24, 1902: J. R. Moye was having material placed on his lot on Fifth Street, formerly a part of the O'Hagan property, preparatory to building a handsome residence.

d. Dates of all additions and/or alterations

Prior to 1916, a one-story addition was extended off the back of the house. The addition enclosed a breezeway area between the house and the original detached kitchen which added an additional room behind the formal living room. In 2019, John B. O'Brien approached the Greenville Historical Preservation Commission and was approved to build a one-story addition onto the right side of house adding a great room and rehearsal area onto the Music Room, adjacent to the master bedroom and den on the rear of the house. The addition on the right side of the front of the house has a small columned porch with an entry door with side lights and transom. This leads down a short hall to the addition to the back of the house. In 2020, John B. O'Brien again approached the Greenville Historical Preservation Commission and was approved to build a porch onto this new rear addition, which he did in 2021.

4. Assessment

a. A complete description of the properties historic, prehistoric, architectural and/or cultural significance.

[See Separate National Register Historical Report on the Jesse R. Moye House]

b. A complete architectural description of the property:

[See Separate National Register Architectural Report on the Jesse R. Moye House]

c. Any archeological significance:

No known archeological significance

d. A complete and thorough evaluation of the property's integrity, setting, workmanship, materials, feeling, association, and location:

Mr. O'Brien has kept the house in good condition, keeping the flavor of the past in paint colors on the house. With the additions, the footprint of the house has taken up most of the rear of the lot. Mr. O'Brien has operated the house as a bed and breakfast for a number of years. He has put in brick parking for the residents of his house. The setting of the J. R. Moye house has changed drastically over the years. Hurricanes have blown down large pecan trees that once graced the front of the house. Mr. O'Brien has filled the front lawn where the trees were with unusual large plants between brick walkways. A sliver of bushes and trees on the east side of the house hides the additions to the side and rear of the house.

A clear and complete designation and boundaries for the property:

See Opis (Online Parcel Information System) Tax map for boundaries. The boundary includes the property historically associated with the house.

That certain tract or parcel of land lying and being situate in Greenville, Pitt County, North Carolina on the North side of West Fifth Street and being more particularly described as follows;

Beginning at an iron pipe in the Northern right-of-way of West Fifth Street is situated North (50' R/W, 28' BC/BC) which set iron pipe in the Northern right-of-way of West Fifth Street is situated North 50o 21' 17' West 198.19 feet, more or less, from a set parker kalon nail located at the centerline intersection of West Fifth Street and Pitt Street and traveling thence from said set iron pipe in the Northern right-of-way of West Fifth Street above mentioned, the POINT OF BEGINNING, North 67o 02' 56' West 89.09 feet, more or less, to a set railroad spike in the Northern right-of-way of West Fifth Street, a common corner with property now or formerly owned by Walter B. Council (Reference is hereby made to Deed Book A-47, at Page 609, Pitt County Public Registry); cornering, thence North 22o 39' 57" East 175.07 feet, more or less, to an existing iron pipe, a common corner with property now or formerly owned by the

aforesaid Walter B. Council and a common corner with property now or formerly owned by Earl C. Lee (Reference is hereby made to Deed Book N-54, at Page 69, Pitt County Public Registry); cornering, thence South 67o 29' 00" East 90.30 feet, more or less, to a set iron pipe, a common corner between property now or formerly owned by Bobbie Lee Thomas (Reference is hereby made to Deed Book J-46, at Page 181, Pitt County Public Registry) and a common corner with property now or formerly owned by the Flynn Christian Home, cornering, thence South 23o 03' 57" West 57.06 feet, more or less, to an existing iron pipe, a common corner between property now or formerly owned by the Flynn Christian Home as aforesaid and property now or formerly owned by Vegesna Prudvi Raju (Reference is hereby made to Map Book 2, at Page 73, Pitt County Public Registry), thence South 23o 03' 57" West 118.69 feet, more or less, to a set iron pipe in the Northern Right-of-way of West Fifth Street, the POINT OF BEGINNING, containing 0.631 acres, more or less, all as in shown on that certain plat entitled "Survey for John Bibby O'Brien, Greenville, Pitt County, N.C.", dated Jan. 4, 1995, denominated FB 59, PG43, prepared by Michael West Baldwin, Registered Land Surveyor. Reference is hereby made to Deed Book D-7, at Page 271, Pitt County Public Registry.

Bibliography and footnotes: (footnotes are included with the accompanying architectural and historical sketches.

Carolina Home & Farm and Eastern Reflector (Greenville, N.C.)

Copeland, Elizabeth H., ed., *Chronicles of Pitt County, North Carolina*, Winston-Salem, N.C.: Hunter Publishing, 1982.

Cotter, Michael, ed., *The Architectural Heritage of Greenville, North Carolina, Greenville, N.C.*: The Greenville Area Preservation Association, 1988.

Daily Reflector (Greenville, N.C.)

Greenville City Council Minutes

Greenville City Directories:1916-1992

Greenville Daily News (Greenville, N.C.)

Greenville, N.C. City Directory [various publishers] 1916-17, 1926, 1936-37, 1938-39, 1940-41, 1942-43, 1944-45, 1947-48, 1949-50.

King's Weekly (Greenville, N.C.)

Opis (Online Parcel Information System) Tax map

Pitt County Death Certificates, Pitt County Courthouse

Pitt County Deed Books, Office of Pitt County Register of Deeds, Greenville, N.C.

Pitt County Map Books, Office of Pitt County Register of Deeds, Greenville, N.C.

Pitt County Marriage Records, Pitt County Courthouse

Pitt County Will Books, Pitt County Courthouse

Sandbeck, Peter B., *The Historic Architecture of New Bern and Craven County, North Carolina*, Tryon Palace Commission Publications Committee, New Bern, N.C., 1988

Sanborn Map Company Maps, Greenville, N.C.: 1900, 1905, 1911, 1916, 1923, 1929

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 1SUMMARY DESCRIPTION

The 1902 Jesse R. Moye House is an elegant Queen Anne-style frame residence located immediately west of Greenville's historic commercial district and four blocks south of the Tar River in Pitt County. Defined by its large wraparound front porch, multiple projections, and multiple gable roofline, the house sits on a small lot facing south in close proximity to the street. Four large deciduous trees positioned between the house and the sidewalk assist in defining the front property line. Located in Greenville's first suburb, historically known as Skinnerville, the once exclusive area currently comprises a mix of single family residential homes and multi-family apartment buildings, as well as several commercial buildings.

Built in 1902 and designed by Herbert W. Simpson, a well-known architect from New Bern in neighboring Craven County, the main block of the house is a two-and-one-half-story, double-pile, central-hall plan frame dwelling with multiple bay projections. Typical of the Queen Anne style, a complex mix of hip, gable, and cross gables, as well as gable roof dormers, define the roof line. The original standing seam metal roof of the two-story main block of the house has been replaced with shingles, while the porch, the one-story dining room area, and rear addition retain a standing seam metal roof.

An early (prior to 1916) one-story addition extends off the back of the house. The addition enclosed a breeze-way area between the house and the original detached kitchen, and added an additional room behind the formal living room.

Resting on a raised brick foundation, the house includes two interior brick chimneys which support seven fireplaces. A one-story covered porch spans the front of the house and wraps partially around the east and west sides. Resting on paneled wood piers, slender doric columns with decorative brackets provide porch roof support. A centrally positioned porch roof cross gable with a decorative half-timber wood tympanum echoes the cross gable of the main block of the house and the gable roof dormers.

A centrally located half-glass door includes the original turn-key door bell, as well as a carved decorative panel. A one light transom positioned over the door assists in illuminating the grand central foyer. A second half-glass door with a single light transom provides entry from the east side porch into the formal living room area. Windows of the original section are one-over-one double hung sash windows. The two gable roof dormers feature square diminutive Palladian windows, while the shingle-clad tympanums of the cross gables incorporate double square windows, with the east and west gable windows featuring stained glass.

ARCHITECTURE

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 2

Fenestration in the addition consist of two-over-two double hung sash windows including one on the east elevation, three on the west elevation, and three on the north elevation. The north elevation door of the addition features two lights on the top half and paneling on the bottom half. The original kitchen, situated over a raised basement, projects off the north side of the rear addition and incorporates three windows, one on each elevation.

The interior floor plan features a large central hall which accommodates a front and rear staircase. An elaborate spindled and ornamentally carved Victorian hall screen rises from the front staircase and spans the ceiling, assisting in dividing the front formal staircase from the rear, more informal staircase. The three flight, double-platform closed string staircases feature molded handrails, turned balusters, and paneled newel posts with molded caps. The floor plan is classic double-pile arrangement with a formal parlor and dining room on the west side of the central hall and another formal parlor and living room on the east side.

The rear addition enclosed the original breeze-way between the house and the previously detached kitchen, and added another downstairs room behind the formal living room. The kitchen area, originally divided into six small rooms including pantries and service areas, has recently been opened up into one large open room. The present kitchen was relocated into the area directly behind the dining room, an area formerly utilized as a breakfast room, while the former kitchen area now functions as a family room. The dividing wall between the original parlor and the rear addition has also recently been removed creating one large room.

Each room in the original first floor section of the house includes a coal burning corner fireplace. Although similar in their Colonial Revival style mantels and mirrored overmantels, each fireplace retains individuality in its stylistic details, which may include different color tile, Ionic or Doric columns, dentil work, decorative carving, and distinctive mirrors.

Oak flooring clads the formal downstairs rooms of the original block of the house. The dining room and central hallway retain their original wood wainscoting, with plaster walls above. Five-panel pocket doors separate the front parlor rooms from the central hall, as well as the formal dining room from the west parlor room. Windows and doors throughout the house retain molded surrounds with pateras in the corner blocks, while wide floorboards are employed throughout all the rooms.

The second floor is divided by a central hall with two bedrooms on the east side and one bedroom and a storage area on the west side. A bridge extending between the two staircases leads to a storage area. A wood-burning

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 3

fireplace in each bedroom provided the original source of heat to the upstairs. Painted white and more modest in design than the formal downstairs mantels, the bedroom mantels exhibit an elegant simplicity. A pull-down staircase in the central hall provides access to the attic.

Two bathrooms were added early in the history of the house, one off the back of the downstairs central hall, and another directly above it off the upstairs central hallway adjacent to the rear bedroom. Two additional bathrooms have recently been added, one in the east side front bedroom and one in the front of the central upstairs hallway. Plumbing and fixtures have also recently been updated.

Although originally heated with coal and wood burning fireplaces, a radiant system was added very early. The current owner has replaced the radiant system with three separate heat pump heating and air conditioning systems. Other recent alterations include replacing the original knob and tube wiring and the addition of numerous electric outlets throughout the house. The house retains all of its original light fixtures with the exception of a hall chandelier.

The free standing single car garage was built prior to 1923. Positioned at the rear of the lot behind the house, the building is typical of early twentieth century garage construction. Wood framed and sheathed with weatherboard, the building retains a standing seam metal roof with exposed rafters. The door, window, and corner moldings are simple wood boards. Designed for utilitarian purposes only, little effort went into decorative elements.

The Jesse R. Moyer House is a valuable architectural resource which retains a significant amount of architectural integrity. Two of Mr. Moyer's daughters, who lived in the house until the early 1990s, were reluctant to make any changes to the home which their parents built. While updating the physical mechanical systems of the house to bring it up to late twentieth-century standards, the current owner has been sensitive to interior modifications, retaining the original woodwork, lighting, and configuration of the main portion of the original house. The Moyer House continues to stand as a monument to its original owner, its architect, and the early expansion of the city of Greenville.

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 8 Page 1STATEMENT OF SIGNIFICANCE

The J.R. Moye House is significant under Criterion B as the home of Jesse Rountree Moye, a locally prominent figure in business and community affairs in Greenville for nearly 40 years. It is also significant under Criterion C as an example of a largely intact early twentieth century house typical of the construction and style of the period. The home exemplifies New Bern architect Herbert W. Simpson's confident blend of Queen Anne massing and Colonial Revival details. Built during a period when Greenville was expanding, both physically and economically, the house represents not only the increasing prosperity of its owner, but also of the town itself.

HISTORICAL BACKGROUND AND COMMERCE CONTEXT

Jesse Rountree Moye, third son of Abraham Darden and Martha Jane Brown Moye, was born on his father's plantation on October 21, 1858.¹ The Moye Plantation, situated on 697 acres just beyond the western city limits of Greenville, was ravaged by Union troops during the Civil War and much of it had to be sold off to pay off debts after the war. Jesse Rountree Moye's early education took place with private tutors in a schoolhouse built on his father's plantation, as well as in the private school of Miss Sallie Ann Jones in Greenville. Upon the death of Jesse's parents, his father in 1861 and his mother in 1869, Jesse went to live with his guardian, Joel Moye, near Farmville and attended the private school of Robert Joyner at Marlborough, the Farmville Institute, and later Pitt Academy in Greenville.²

Jesse Rountree Moye came of age at a time when Greenville's economy was beginning to prosper. The town's population had grown from approximately 600 in 1870 to 912 in 1880; by 1890 it was 1,937. Local industries emerging as significant economic factors included sawmills, cotton gins, a brick works, and a veneer plant. Modern brick buildings, handsome stores and residences, and the development of a cotton market were evidence of improved economic conditions.³

The Wilmington and Weldon Railroad extended a branch line through Greenville to Kinston by 1890. The first trains, which carried passengers and freight, passed through once a day. A local Citizens' Business and Industrial Association was formed which established committees to attract such assets as a new hotel, a clothing factory, and a cotton seed oil mill. With the introduction of tobacco as an alternative to cotton production, Greenville burgeoned as a major tobacco market and processing center.⁴ A further boost to the town's status and economy came when East Carolina Teachers Training School opened in Greenville in 1909.⁵

HISTORY

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 8 Page 2

Early in their careers, Jesse Rountree Moye and his brother, Joseph George Moye, became associated with James Burton Cherry in his Greenville mercantile business. In December, 1888, Jesse R. and Joseph G. Moye bought Tilghman Cherry's interest in the business and it became known as J.B. Cherry and Co. In 1902 the Moye brothers acquired all the Cherry interests and the firm of J.R. & J.G. Moye was established.⁶

Jesse Moye married Susan Novella Higgs of Greenville on January 20, 1897.⁷ Their children included three daughters, Novella Higgs (b. Mar 29, 1898), Jesse Rountree (b. January 24, 1900), and Martha Emily (b. December 10, 1902); and two sons, Joseph Sydney (b. April 24, 1905), and Jacob Edwin (b. April 25, 1909 and d. June 26, 1909).⁸ On May 8, 1901, he bought a lot from J.J. Laughinghouse for \$1000.00.⁹ In late 1902, Jesse Moye hired New Bern architect, Herbert W. Simpson, to design a new home for his growing family in the city's first suburb, Skinnerville, located just west of the city limits.¹⁰ The new home, a stylish Queen Anne design with Colonial Revival details, reflected the growth and prosperity of the Moye family, as well as the town of Greenville. An early addition added an extra room to the first level and enclosed a breezeway, thereby connecting the formerly detached kitchen. A detached garage was also added to the property prior to 1923.¹¹

Jesse R. Moye was one of a select group of individuals who made substantial contributions to Greenville's business and community affairs in the early twentieth century. Many of the influential families in Greenville were descended from former plantation owners. With the decline of the plantation system after the Civil War, the well educated sons and grandsons of the former gentry class tended to move into town and take up leadership positions. Not only were Jesse and Joseph associated with the Moye Mercantile Firm for over forty years, but they also took on many philanthropic activities as well, as did many of their contemporaries.

Jesse Moye served as a board member and trustee of Saint Paul's Methodist Church (now Jarvis Memorial) for many years, was a member of the Board of Education for the Greenville Public Schools, acted as director of the Guaranty Banking and Trust Company, and assisted in organizing and directing the Greenville Cotton Mill (now Fieldcrest Mills). He also served as Treasurer Pro-Tem of Pitt County around the turn of the century and was a member of the Greenville Country Club.¹²

Meanwhile, his brother, Joseph, was equally active in community affairs. Elected twice as mayor of Greenville, he also served on the building committee for the present Pitt County Court House, was chairman of the Board of Directors of the National Bank, and was President of the Greenville Cotton Mill.¹³

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 3

The Moye brothers' contemporaries were also actively involved in the political, business, and social life of Greenville. They included Colonel Harry Skinner, an attorney and member of Congress; Edward Bancroft Ficklen, president of the E.B. Ficklin Tobacco Company; George Bacon Wood Hadley, a cotton broker, merchant and farmer; Fulton W. Clare, head of the American Tobacco Company; Roy C. Flanagan, an attorney, mayor, and postmaster of Greenville; and Fernando Godfrey James, a locally prominent attorney, twice elected mayor of Greenville, and a member of the North Carolina Senate.¹⁴

While still a small town, Greenville was expanding rapidly during the early twentieth century. Jesse Moye, his brother, Joseph, and their friends and contemporaries were instrumental in shaping the industrial and commercial growth of the town. They provided leadership positions in local politics, in the banking industry, and in the formation of major business enterprises, such as the Greenville Cotton Mill and the American Tobacco Company. They influenced the growth of the town by actively participating in the formation of East Carolina's Teachers Training School and successfully advocating the construction of a rail line through Greenville, thereby confirming the town's status as a retail and wholesale center.

Jesse Rountree Moye died at his home, 405 West Fifth street, Greenville, on May 14, 1935.¹⁵ A glowing obituary in the local Greenville newspaper reported "Mr. Moye was known for his scrupulous honesty in his business dealings and gave his community a long life of unselfish service and devotion. He contributed largely to state and local charities and was loved, honored, and trusted. His sympathy and friendliness toward all--the lowly and humble, colored and white--endeared him to all."¹⁶ As a memorial to one of Greenville's most popular and philanthropic citizens, his wife and children gave to Pitt County, in 1948, the seventeen and one-half acre site for the Pitt Memorial Hospital.¹⁷

Upon his death, Jesse R. Moye, devised all of his property to his wife, Novella Higgs Moye; and whatever portion of his property and estate which remains undisposed of by Novella Higgs Moye at the time of her death, he bequeathed to his four children, Novella Moye Williams, Jesse R. Moye, Emily Moye Hadley, and Joe S. Moye to share equally.¹⁸ Novella Moye remained in the house with her unmarried daughter, Jesse Rountree, until her death at the age of 85 on June 17, 1961.¹⁹ Jesse continued occupancy of the house, along with her widowed sister, Emily H. Hadley, for another thirty years, making few changes to the home during this time period. Upon Jesse's death, the house stood empty for several years. On January 9, 1995, Edward Sutherlin Williams, Jr., a grandson of Jesse and Novella Moye, sold the property to John Bibby O'Brien, the current owner.²⁰ Thus, the Jesse R. Moye House remained in the Moye family for approximately 90 years.



53 TMY

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KODAK 5053 TMY

15

KODAK 5053 TMY

18

KODAK 5053



53 TMY

14
17

KODAK ^{14A} 5053 TMY

15
18

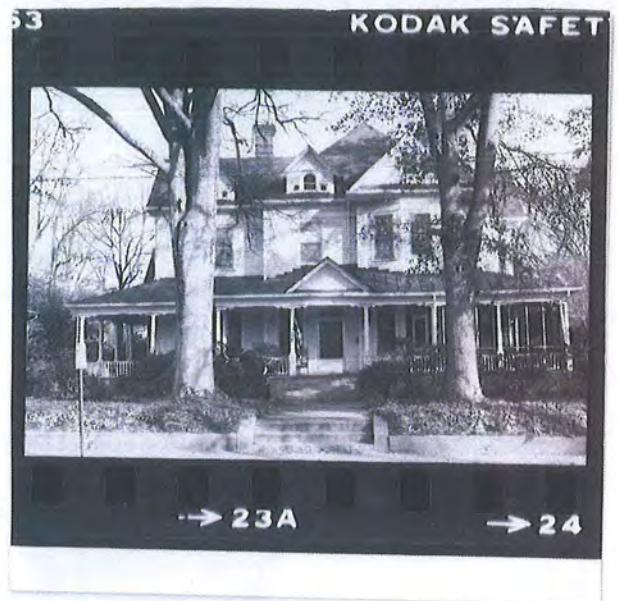
KODAK ^{15A} 5053 TMY

16
19

KODAK ^{16A} 5053



1997



1997



3 TMY

28

KODAK 5053 TMY

24

KODAK 5053 TMY

22

KODAK 5053



3 TMY

23

23A

KODAK 5053 TMY

24

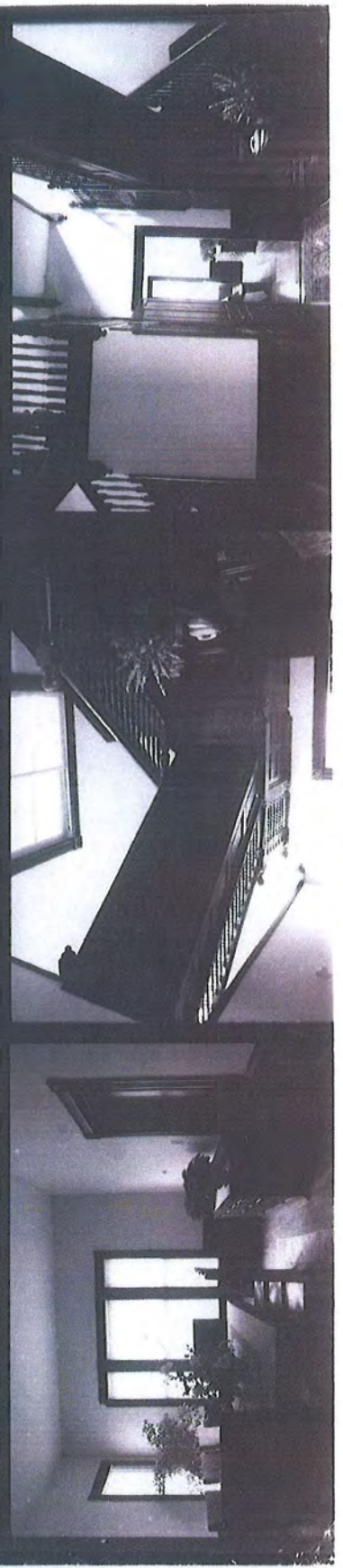
24A

KODAK 5053 TMY

25

25A

KODAK 5053



1997



J.R. MOYE HOUSE 2022
DINING ROOM



J. R. MOYE HOUSE 2022
DINING ROOM



J. R. MOYE HOUSE 2022
FIRST FLOOR LEFT PARLOR



J. R. MOYE HOUSE 2022
ENTRY HALL



J. R. MOYE HOUSE 2022
RIGHT FRONT PORCH



J. R. MOYE HOUSE 2022
FIRST FLOOR - RIGHT FRONT PARLOR



J.R. MOYE HOUSE 2022
NEWMUSIC HALL ENTRY



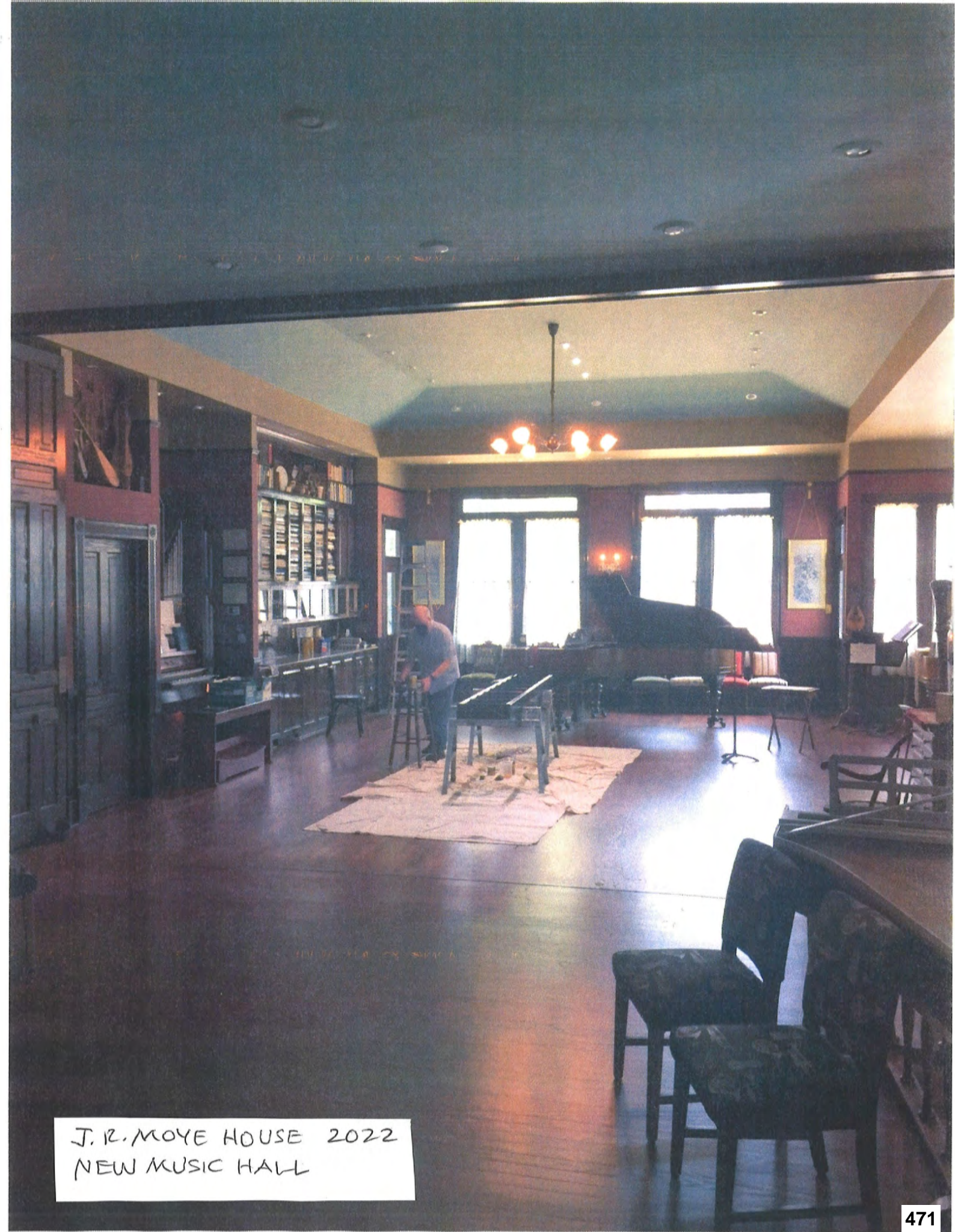
J. R. MOYE HOUSE 2022
NEW MUSIC HALL



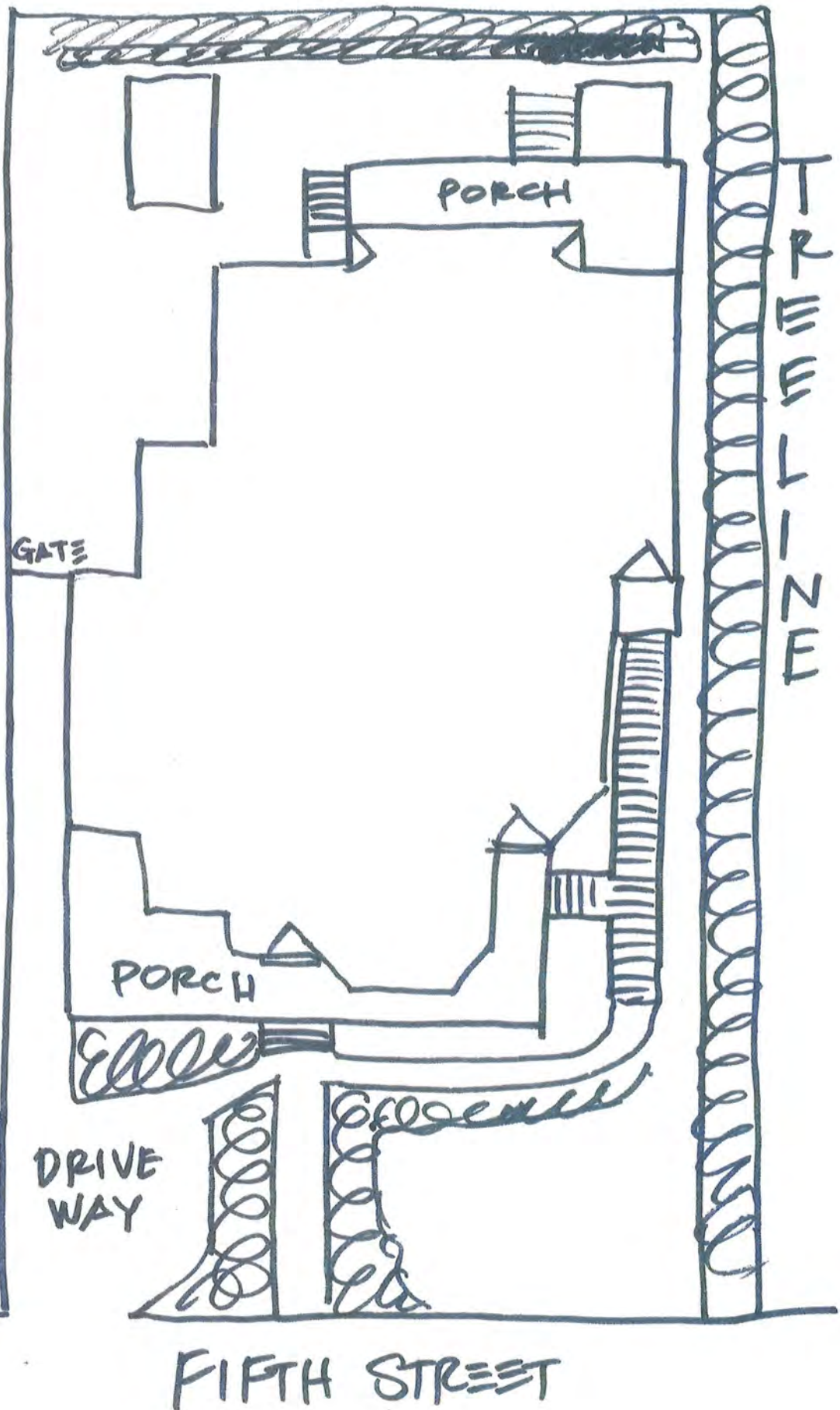
J.R. MOYE HOUSE 2022
NEW MUSIC HALL

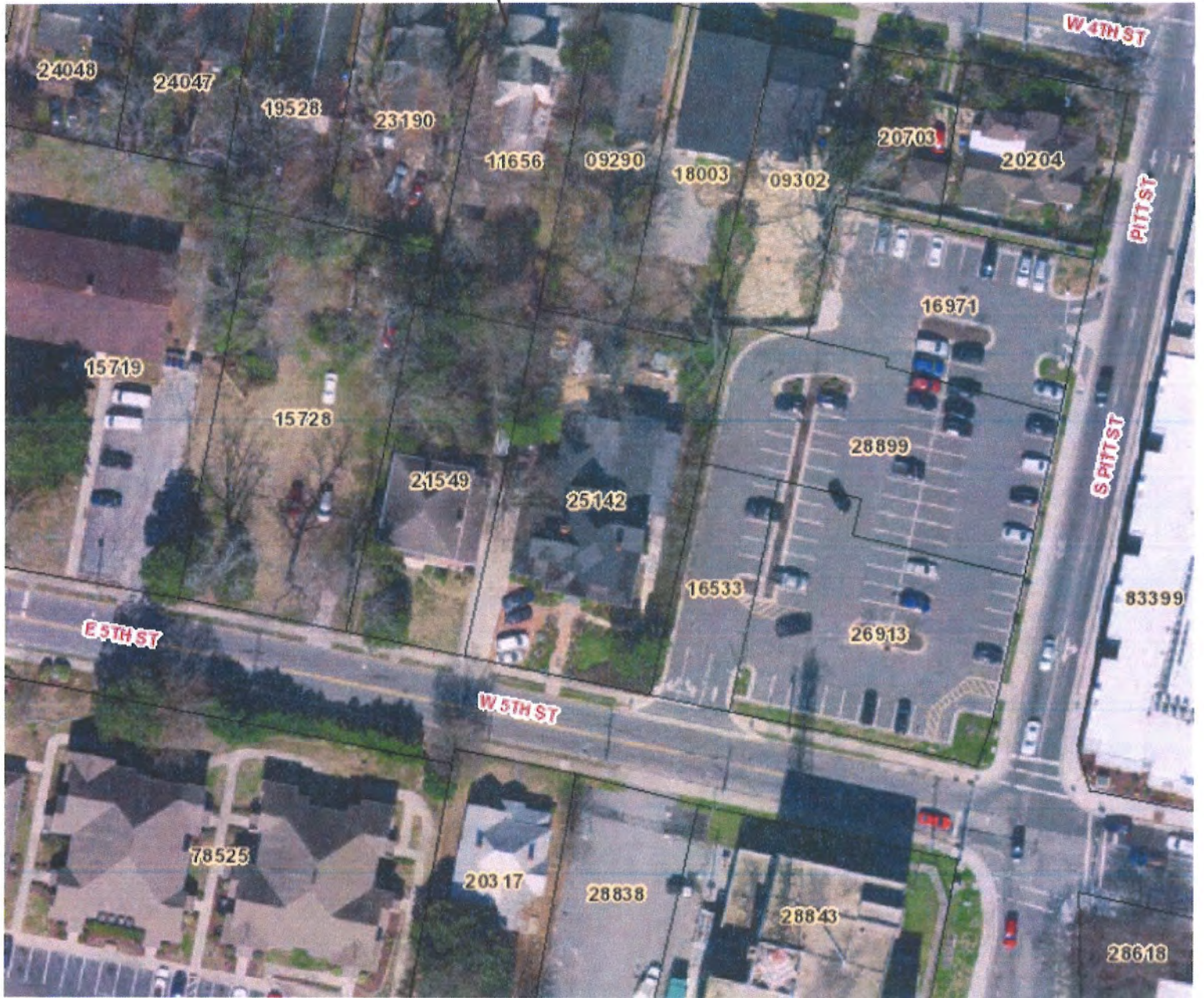


J. R. MOYE HOUSE 2022
NEW MUSIC HALL



J. R. MOYE HOUSE 2022
NEW MUSIC HALL





J. R. MOYE HOUSE
OPIS TAX MAP 2020



J.R. MOYE
OPIS TAX MAP 2004



City of Greenville, North Carolina

Meeting Date: 04/13/2023

Title of Item:

Ordinance to designate the Minges Practice Fire Tower, located at 1710 Chestnut Street and further identified as Pitt County Parcel Number 28982, as a Local Historic Landmark

Explanation:

The Historic Preservation Commission (HPC), on behalf of the City of Greenville, has requested to have the Minges Practice Fire Tower, located at 1710 Chestnut Street, designated as a Local Historic Landmark.

Along with the College View Historic District, there are currently 27 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. A Local Landmark designation 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 May 6, 2021, the Selection Committee met and recommended proceeding in creating a Survey and Research Report for the State Historic Preservation Office (SHPO).

On May 25, 2021, the Selection Committee presented a recommendation for proceeding with the report to the HPC, who then passed a resolution asking City Council to fund Survey and Research Reports this property and four other city owned properties.

On November 29, 2021, local historian Roger Kammerer was contracted by the City of Greenville to create the Survey and Research Report for this property and seven other properties.

On September 29, 2022, the Historic Preservation Commission voted unanimously to accept the Survey and Research Report for the Minges Practice Fire Tower as the Commission's report and to forward the report to SHPO.

On October 10, 2022, City Council unanimously voted to authorize the demolition of the training tower due to the deteriorated condition of the exterior, severely corroded steel rails and stairs, and multiple areas of loose and protruding bricks.

On October 24, 2022, the fire training tower was demolished.

On November 8, 2022, SHPO advised that the Minges Practice Fire Tower has the requisite special significance and integrity for landmark designation with the following comments:

“The Minges Fire Practice Tower located at 209 North Skinner Street in Greenville was constructed in 1942. The structure retains a high degree of historic integrity, retaining the integrity of location, setting, design, materials, workmanship, feeling and association. The report is well prepared and makes a good case for local designation. One item of concern is that the city is actively pursuing the demolition of the structure. While the city has obtained costs for both repair and demolition, it appears that demolition is the preferred

alternative give the repair costs. Furthermore, it appears that the only reason that demolition has not yet occurred is due to the high cost of the actual demolition and removal of the debris from the site. Hopefully, designation of the property will foster its preservation. As this structure was used as a training facility for fire companies in the region, solicitation from donations from the fire companies that historically used the structure may be a source of funding to allow for its repair and preservation. We feel the report provides the preservation commission and local governing board sufficient information to determine whether the Minges Fire Practice Tower possesses the requisite special local significance and integrity for local historic landmark designation.”

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

Recommendation: On March 28, 2023, the Historic Preservation Commission unanimously voted to recommend to City Council that the Minges Practice Fire Tower be designated as a Local Historic Landmark.

However, the Minges Practice Fire Tower was demolished on October 24, 2022, following City Council action on October 10, 2022, due to its deteriorated condition, severely corroded steel rails and stairs, and loose and protruding bricks. The North Carolina Department of Cultural Resources has indicated that if a structure has been demolished, the structure cannot be designated as a Local Landmark. Therefore, staff recommends that the ordinance designating the Minges Practice Fire Tower as a Local Historic Landmark not be adopted by Council since that would be in conflict with State guidelines.

ATTACHMENTS

-  [ORDINANCE_LLD_MINGES_FIRE_TOWER.pdf](#)
-  [MINGES_FIRE_TOWER S&R.pdf](#)

ORDINANCE NO. 23-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
DESIGNATING THE PROPERTY KNOWN AS THE MINGES PRACTICE FIRE TOWER IN
GREENVILLE, NORTH CAROLINA, AS A HISTORIC LANDMARK

WHEREAS, the property formally known as the Minges Practice Fire Tower was built in 1942, and is the last extant fire tower from WWII in eastern North Carolina; the Minges Fire Tower was an early architectural work by a famous mid-century modern North Carolina architect, A. J. Maxwell, Jr., of Goldsboro, NC; and

WHEREAS, the was formerly located at 1710 Chestnut Street, in the City of Greenville, Pitt County Tax Parcel No. 28982, is more particularly described in Exhibit A, and is currently owned by the City of Greenville; and

WHEREAS, Pitt County Tax Parcel No. 28982 is referred to herein as “Minges Fire Practice Tower”; and

WHEREAS, the Minges Fire Practice Tower was built during World War II. Mr. M. O. Minges, the head of the Pepsi Cola Bottling Company, gave \$5,000 to the City of Greenville to build a Fire Drill Tower for the Fire Department. The six-story Fire Drill Tower was built near the West Greenville School and was a necessity for training for fires in taller buildings. The Fire Drill Tower was not only used by the local firefighters, but by other fire departments in eastern North Carolina and the Civilian Defense auxiliary firefighters during the war; and

WHEREAS, the property known as the Minges Fire Practice Tower 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 Roger Kammerer; 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; and all statements and information in the Survey and Research Report prepared by Roger Kammerer and the presentation to the City Council on April 13, 2023, on the question of designating the property known as the Minges Fire Practice Tower 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.

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

Section 1. The property herein defined and known as the Minges Fire Practice Tower located at 1710 Chestnut 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.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. 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 4. That this ordinance shall become effective immediately upon its adoption.

Duly adopted this 13th day of April, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

Exhibit A

Property Name:	Minges Fire Practice Tower
Property Location:	1710 Chestnut Street, Greenville, Pitt County, North Carolina
Pitt County Tax Parcel:	28982
Current Owner:	City of Greenville
Property Description Reference:	Register of Deeds of Pitt County in Book R-22 at page 194

The property is further described as follows:

Situated in Greenville, Pitt County, North Carolina on the East side of Skinner Street and being more particularly described as follows;

Beginning at the corner of Watauga Avenue and Chestnut St. and the Southeast corner of Block 9 and running westerly on west side of Watauga Avenue along east line of said Block 330 ft. to the Northeast corner of said Block 9 and the corner of Watauga Avenue & Myrtle St. Then in a westerly course- along the South side of Myrtle Street 350 feet to the Northwest corner of said Block 9 and the east side of Washington Avenue, Then 330 feet to the Southwest corner of said Block 9 and Corner of Chestnut St. and Watauga Avenue and to the beginning. For further description of Block 9 see Map of Higgs Brothers property by H. L. Rivers recorded in Pitt County Court House in 1924. The intent and purpose of this deed is to convey to the City of Greenville the entire Block 9. Reference Map Book No. 2 page 180.

**Survey and Research Report
For Local Landmark Designation**

Minges Fire Practice Tower



**Roger Kammerer
2022**

Survey and Research Report

Minges Fire Practice Tower Greenville, North Carolina

1. **Historical Name and location of the property:**

Minges Fire Practice Tower
206 North Skinner Street
Greenville, NC

Name, Address, and telephone number of current property owner:

City of Greenville
200 W. Fifth Street
Greenville, NC 27858

Pitt County Tax Parcel 28982

2. **A clear summary statement of the property's special character/significance and degree of integrity**

a. **A clear explanation regarding why the property is being proposed for designation**

Built in 1942, the Minges Fire Practice Tower is the last extant fire tower from WWII in eastern North Carolina; the other one in Wilmington, NC was torn down about 1962. The Minges Fire Tower is an early architectural work by a famous mid-century modern North Carolina architect, A. J. Maxwell, Jr., of Goldsboro, NC.

b. **A concise statement of what buildings, interior features and portion of land are proposed for designation.**

The designation is for the Fire Tower itself, not for the Fire Station next door that was built in 1952. The parcel tax map on OPIS (Online Parcel Information System) does show the entire block. It would be up to the City of Greenville to define what portion of land would be proposed for designation.

3. **Historic Background/Context**

- a. **A description of the property's history that clearly focuses on the special character and integrity.**

[See Separate research report on the Minges Fire Practice Tower]

- b. **Chain of title for the property:**

Pitt County Deed Book R-22, page 194

State of North Carolina Pitt County }

This Deed , made this 5th day of April, 1941, by J. W. Higgs & wife, Sadie B. Higgs; E. B. Higgs & wife Annie S. Higgs and J. S. Higgs of Pitt County and State of North Carolina, to City of Greenville, a municipal Corporation of said county and State. WITNESSETH, that said by J. W. Higgs & wife, Sadie B. Higgs; E. B. Higgs & wife Annie S. Higgs and J. S. Higgs, in consideration of Seventy Thousand Dollars to be paid by the said City of Greenville the receipt of which is hereby acknowledged have bargained and sold, and by these presents, do bargain, sell and convey to said City of Greenville and assigns heirs, a certain tract of land- in said County and State and in the City of Greenville and bounded as follows: Beginning at the corner of Watauga Avenue and Chestnut St. and the Southeast corner of Block 9 and running westerly on west side of Watauga Avenue along east line of said Block 330 ft. to the Northeast corner of said Block 9 and the corner of Watauga Avenue & Myrtle St. Then in a westerly course- along the South side of Myrtle Street 350 feet to the Northwest corner of said Block 9 and the east side of Washington Avenue, Then 330 feet to the Southwest corner of said Block 9 and Corner of Chestnut St. and Watauga Avenue and to the beginning. For further description of Block 9 see Map of Higgs Brothers property by H. L. Rivers recorded in Pitt County Court House in 1924. The intent and purpose of this deed is to convey to the City of Greenville the entire Block 9. Reference Map Book No. 2 page 180.

TO HAVE AND TO HOLD the aforesaid tract of land and all privileges and appurtenances thereto belonging to the said City of Greenville, and assigns to them and their only behoof. And the said J. W. Higgs & wife, Sadie B. Higgs; E. B. Higgs & wife Annie S. Higgs and J. S. Higgs covenant that they are seized of said premises in fee, and have the right to convey the same in fee simple, that the same is free from all incumbrances, and that they will warrant and defend the said title to the same against the claims of all persons whatever.

IN TESTIMONY WHEREOF, the said J. W. Higgs & wife, Sadie B. Higgs; E. B. Higgs & wife Annie S. Higgs and J. S. Higgs have hereunto set their hands and seals the day and year written

ATTEST Godfrey P. Oakley

J. W. Higgs {Seal}

c. **Date of original construction**

1942

d. **Dates of additions and/or alterations**

No other additions or alterations known

4. **Assessment**

a. **A complete description of the properties historic and cultural significance**

The Minges Fire Practice Tower was built in 1942 by a “5,000 gift given by M. O. Minges, the head of the regional Pepsi-Cola bottling plant and money from the WPA. It was designed by a famous mid-century modern North Carolina architect, A. J. Maxwell, Jr., of Goldsboro, NC. The building of the Fire Practice Tower in 1942 was one of the central measures in local civil defense during WWII. With the fear of firebombs raining down on eastern North Carolina the tower was a necessity for training for fires in taller buildings. The Fire Practice Tower was not only used by the local fireman, but by other fire departments in eastern North Carolina and the Civilian Defense Auxiliary Firemen during WWII. Previously local firemen had to go to Wilmington, NC to train on their drill tower. The Minges Fire Practice Tower is a rare remnant of the local civil defense measures.

[See Separate research report- on the Minges Fire Practice Tower]

b. **A complete architectural description of the property**

The drill tower is a distinctive six-story tower, with a crenelated roofline, 18 x 18 ft by 60 ft. in height, made of all red brick, concrete, and steel, excepting windows, windowsills, and doors. The roof appears to be cast-in-place concrete with a single interior ladder-access opening. The structure has a metal access door at ground level. The side walls are penetrated by 32 window openings. The windows on the first story have been enclosed with brick, and those on the upper stories are enclosed with heavy metal screening. An exterior metal fire escape extends from the second story to the fifth story. The stairway inside is made of concrete and goes to the roof, which gives us the same as a six-story tower. It has a toilet and lavatory inside. The tower sits on a concrete pad which is surrounded by a chain-link fence. It has lights on each floor and two flood lights on the roof, each having two 1500-watt bulbs and controlled by four different switches. There is another another switch for four lights in a wired-in conduit and two

underground conduits run from tower to light pole across street. One for lights and the other for fire alarm. There is a sprinkler system on first floor and also valves so you can demonstrate the water system in action. There were hydrants on the outside for use in demonstrating water pressure and skill in using fire hoses in firefighting. In 1952, Fire Station No.#2 was built next door to the tower, which closed in 2002 and is now rented to the American Legion.

- c. **No known archaeological significance.**
- d. **Evaluation of the property's integrity of design, setting, workmanship, materials, feeling, association, and location.**

The fire tower is both unique and simple in its design. It is located in Greenville Fire-Rescue's old Station No.#2 complex on Chestnut Street. In 2012, the "Splashpoint Spray Park" was developed next to the tower with a firefighting theme. There was the hope of incorporating the tower into the park complex, which also includes the city's multi-purpose "Dream Park."

But age, weather and now building codes have taken its toll on the Minges Fire Practice Tower. Since about 2000, the fire tower has not been used except for hydrant training because the mortar and bricks are starting to fail and falling to the ground. In Dec. 2021, the City of Greenville hired HH Architecture to conduct a structural survey, and staff met with an engineer from Lynch-Mykins, which provided a limited condition review to the city that noted the deteriorated condition of the exterior, corroded steel rails and stairs and loose and protruding bricks. Lynch-Mykins concluded upgrades beyond stabilization would be needed to meet structural loading requirements for occupancy, particularly requirements related to wind and seismic design. Code requirements/upgrades would significantly increase the cost to over the \$375,000 to upgrade. The HH survey estimated the cost to demolish the tower at \$75,000. The city sought three bids for the work and received a proposal for \$35,000 for demolition, and removal of the tower, foundation and surrounding concrete apron. The HH survey also included a review of the former Fire Station No.#2 building, adjacent to the tower at 1700 Chestnut St. The single-story, 5500-square-foot wood frame structure was found to be in moderate to poor condition but structurally stable. It will require utility and other repairs before it could be made available to the public. It is hoped the tower will be saved and those with vision can see another interesting draw to Greenville, a Fireman's Museum. Long historical boards can surround the outside fence of the tower, showing what the home front did in eastern North Carolina for the war effort. The Fire Station could feature the story of the Greenville Black Firemen, who won State Awards for their work. This could be a stop on the African American History Trail along the East Coast of the United States.

5. **A clear and complete description and justification of the proposed designation boundaries.**

Left to be determined by the City. The parcel tax map on OPIS shows the entire block.

7. **Bibliography and footnotes: (footnotes are included with the accompanying historical sketch)**

Copeland, Elizabeth H., ed., *Chronicles of Pitt County, North Carolina*, Winston-Salem, N.C.: Hunter Publishing, 1982.

Cotter, Michael, ed., *The Architectural Heritage of Greenville, North Carolina, Greenville, N.C.*: The Greenville Area Preservation Association, 1988.

Daily Reflector (Greenville, N.C.)

Greenville, N.C. City Directory [various publishers] 1944-45, 1947-48, 1949-50, 1951-52.

North Carolina Architects & Builders—A Biographical Dictionary; NC State University Libraries (<http://www.lib.ncsu.edu/>)

News and Observer (Raleigh, NC)

OPIS (Online Parcel Information System) Tax Map

Pitt County Deed Books, Office of Pitt County Register of Deeds, Greenville, N.C.

Pitt County Map Books, Office of Pitt County Register of Deeds, Greenville, N.C.

Minges Fire Tower

By Roger Kammerer

It was back in the heady times of World War II that M. O. Minges, the head of the Pepsi Cola Bottling Company, gave \$5,000 to the City of Greenville to build a Fire Drill Tower for the Fire Department. The six-story Fire Drill Tower was built on Chestnut Street near West Greenville School and was a necessity for training for fires in taller buildings. The Fire Drill Tower was not only used by the local fireman, but by other fire departments in eastern North Carolina and the Civilian Defense auxiliary firemen during the war.

It all began during the fear of the war raging in Europe where cities were devastated by firebombs. At a quarterly meeting of the East Carolina Fireman's Association held in the Greenville City Hall on July 9, 1940, M. O. Minges announced that he would give \$5,000 to the local fire department to erect a Fire Drill Tower. The drill tower would be located in West Greenville but would be made available to all eastern North Carolina towns to train firemen. Local firemen had to go to Wilmington, NC to train on their drill tower. The association voted unanimously to accept Mr. Minges as an honorary member of the East Carolina Fireman's Association. Also at the meeting, Sherwood Brockman of Raleigh, NC, State Fire Marshal, gave an address and spoke of the importance of fire departments in maintaining their position as a "first line of defense in any emergency." He told his audience that "the average fire department, having been trained to meet any emergency could under proper military training, become a greater factor of defense if trained as units instead as individuals." At a barbecue dinner served at the fire department before the general session at City Hall, there was a cross erected by the Greenville fire department in memory of firemen who had died. The Rev. T. Mc. Grant, pastor of Jarvis Memorial Church, offered the invocation. Vocal selections were offered by volunteer black firemen. Mayor Jack Spain delivered an address of welcome and Dave Mosier, president of the Greenville Junior Chamber of Commerce, also offered a few words of welcome. Responses to the welcome were offered by Jerome B. Flora, mayor and chief of the Elizabeth City, NC fire department. Frank W. Bennett, chief of the Durham, NC fire department, then spoke stating that "Greenville as a city, was developing for the future instead of the past." Dr. L. R. Meadows, president of East Carolina Teachers College then stood up in the audience to offer a few remarks, saying "a fireman is courageous, alert, energetic and persistent." Then Col. E. G. Flanagan recalled how he had served as a fireman in Greenville during the days of the traditional "bucket brigades." ¹

At the Jan. 2, 1941 Greenville Board of Alderman meeting, the Fire Tower committee presented the plans and specifications of the proposed Fire Practice Tower and a motion was made by Alderman Sellers that the clerk prepare and advertise for bids for the erection of the tower with the proviso that the Board reserves the right to reject any and all bids.²

At the Jan. 9, 1941 Greenville Board of Alderman meeting, attention was brought to the Board that the site for the building of the Fire Tower had not been purchased. The Fire Tower committee was instructed to get prices in writing on different lots and make their recommendations to the Board on Jan. 16th just which lot they desired to purchase.³

¹ *Daily Reflector*, July 10, 1940.

² Jan. 2, 1941 Greenville City Council Minutes.

³ Jan. 9, 1941 Greenville City Council Minutes.

At the Jan. 16, 1941 Greenville Board of Alderman meeting, Five bids for the erection of the Fire Practice Tower were on hand and publicly read. All the bids were higher than anticipated, motion was made that the City hold the bids until next regular meeting Feb. 6th.⁴

At the Feb. 6, 1941 Greenville Board of Alderman meeting, the Fire Tower matter was brought up and the City Clerk was instructed to notify all bidders that they had been rejected and thank them for their bids. Mayor B. B. Sugg and J. H. Rose had called upon Mr. M. O. Minges and he stated that it was alright with him for the city to build the Fire Tower through either the WPA or NYA.⁵

At the Feb. 18, 1941 Greenville Board of Alderman meeting, they discussed the matter of closing a deal with Higgs Brothers for a block of land lying beyond West Greenville School, between Chestnut and Myrtle Avenues. After discussion it was agreed the property was to be purchased and the set agreed purchase price was to be \$7,000.⁶

At the regular session of the Greenville Board of Aldermen in early February 1941, the board rejected all bids for the erection of the fire tower after deciding to seek more funding from WPA (Works Progress Administration) and the NYA (National Youth Administration).

At the April 3, 1941 Greenville Board of Aldermen meeting, Mayor B. B. Sugg informed the Board that he had a telephone call from the Federal Housing Administration in Greensboro, NC, stating that the FHA had released the agreement in relation to building of the Fire Practice Tower and curb market on the proposed site on Myrtle Avenue and Chestnut Street. Motion was made that deeds need to be prepared and the Mayor needs to notify Mr. M. O. Minges of the action.⁷

At the April 17, 1941 Greenville Board of Aldermen meeting it was announced that the check from Mr. Minges would be accepted and Mr. Minges would be notified by letter. Alderman J. D. Simpson made motion that when the proper time comes, the Fire Tower should be named the "Minges Fire Tower."⁸

Later in April 1941, Greenville Mayor, B. B. Sugg announced he had received the promised \$5,000 check from M. O. Minges to erect a fire tower on a site close to West Greenville School recently purchased by the City. Sugg was going to turn the check over to the Board of Aldermen at their next meeting. An application had also been made with the WPA for more funds for the fire tower.

At the Nov. 6, 1941 Greenville Board of Aldermen meeting, it was reported that by letter of J. S. Higgs, dated Oct. 21, 1941, that he wanted to transfer and assign all monies he was to get from the City of Greenville to E. B. Higgs. This being pro-rata part of the sale of a lot for use as a school playground, curb market and Fire Tower.⁹

On Dec. 7, 1941, with the attack on Pearl Harbor, everything in the United States and the home front changed. Full page advertisements appeared immediately in the local newspaper showing citizens what to do in case of an air raid. There was a tremendous fear of firebombs falling from the skies. Civilian Defense organizations started, as well as plane spotters, blackouts and four gallons a week gas rations. Auxiliary policemen were formed in January 1942 to aid the regular police force in case of an air raid or test blackout. The city was divided into 17 zones, with a police chief in each. In March 1942, Auxiliary Fire Wardens were formed, and they continually put out information stating that they believed the greatest

⁴ Jan. 16, 1941 Greenville City Council Minutes.

⁵ Feb. 6,, 1941 Greenville City Council Minutes.

⁶ Feb. 18, 1941 Greenville City Council Minutes.

⁷ April 3, 1941 Greenville City Council Minutes.

⁸ April 17, 1941 Greenville City Council Minutes.

⁹ Nov, 6, 1941 Greenville City Council Minutes.

danger was from incendiary bombs. They put out information on how to deal with incendiary bombs, fire wardens' duties and recommended each home in Greenville have 100 pounds of dry sand in 25-pound containers placed inside the house. Each house needed at least one long garden hose, one large metal bucket, and one tough pair of gloves. Each city block needed at least two square faced shovels.¹⁰

At the January 1942 Greenville Board of Aldermen meeting, A. J. Maxwell, Jr. , Goldsboro architect, presented plans and specifications for the fire tower and the board agreed to start work on it immediately, even if the structure cannot be erected according to the original plans because of a lack of steel.¹¹

At the Jan. 1942 Greenville Board of Aldermen meeting, it was stated that the tower would be erected as a WPA project, and officials of which advised that they were ready to proceed with work. It was brought out that a special priority would be required to secure the necessary steel and in the face of this it was decided to go ahead with the foundation and first floor. If it then develops that it will be impossible to get the steel, inside steps will be erected of reinforced concrete instead of steel. It was stated that "the tower will be erected on the corner of Myrtle Avenue and Washington Avenue (now Skinner Avenue). Of its total cost approximately \$11,000, M. O. Minges has contributed \$5,000. The city owns the property and this and the \$5,000 may provide the sponsor's share of the project. It was further brought out that the Fire Tower could be built now and if unable to get metal fire escapes, that could be purchased later and installed. Ordered that a Special Committee be formed to have full power and authority in the building of the Fire Tower."¹²

In March 1942 it was decided by Civilian Defense that the signal for an "alert" for an air raid in Greenville would be the repetition of one long and two short blasts on the fire whistle. The signal for the blackout would be continuous short blasts on all the whistles in town. By April 1942 there were free movies entitled "Fighting the Fire Bomb" at the local theatres and at the Greenville High School. Boys and girls could go to Hooker & Buchanan Insurance and get memberships, badges and full information for joining the Junior Fire Marshal's Club.¹³

In April 1942 it was discovered that boys played havoc with the Fire Tower by doing \$150 damage to the structure. They tore away newly laid brick, threw lumber down from above, broke terra cotta tile pipe and tore open and spilled bags of cement.¹⁴

In May 1942, an Air-Raid Control Center was set up in the lobby of City Hall. It was the control center for civil defense. It was from here that information and orders for air-raid drills were given out.¹⁵

In July 1942 it was announced that the Minges Fire Tower was nearing completion and with the new extension ladder fire truck received last April and other overhauled fire-fighting equipment, the local firefighters couldn't wait to start training on it.¹⁶

At the July 1942 Greenville Board of Aldermen meeting, Engineer Rivers reported on the Fire Tower and stated that by pouring another set of stairs from the 5th floor to the roof it would convert the

¹⁰ *Daily Reflector*, Mar. 28, 1942.

¹¹ Jan. 8, 1942 Greenville City Council Minutes.

¹² Jan. 8, 1942 Greenville City Council Minutes.

¹³ *Daily Reflector*, April 16, 1942.

¹⁴ *Daily Reflector*, April 20, 1942.

¹⁵ *Daily Reflector*, May 7, 1942, June 11/13, 1942.

¹⁶ *Daily Reflector*, July 10, 1942.

fire tower into six floors instead of five floors, with a cost of approximately \$15.00 addition to the cost. The Board approved the addition.¹⁷

Something must have held up the work, probably getting the needed metal fire escapes, since it wasn't until mid-January 1943 that the Minges Fire Tower was finally advertised as completed.¹⁸

On the evening of April 13, 1943, at the meeting of the East Carolina Fireman's Association the Minges Fire Drill Tower was finally dedicated. Local firemen and firemen from approximately 30 eastern North Carolina cities and towns gathered as guests at a supper at the Curb Market Building adjacent to the drill tower on Chestnut Street. Greenville Fire Chief, George Gardner, president of the East Carolina Fireman's Association acted as master of ceremonies at the supper. Mayor B. B. Sugg presided at the dedication ceremony of the tower; Rev. George W. Perry gave the invocation and others having part in the ceremony included Sherwood Brockman of Raleigh, NC, State Fire Marshal; Charlie Burkett, president of the North Carolina Firemen's Association; John G. Clark, president of the Greenville Chamber of Commerce; R. A. Joyner of Farmville and Chief George Gardner of Greenville. Mayor B. B. Sugg paid high tribute to Mr. Minges and expressed the appreciation of the city for the generous gift he and his wife had made financing the building of the fire drill tower. He also expressed thanks to all the others who made the tower possible and to Fire Chief George Gardner who had long realized the need of such a tower and at whose suggestion Mr. and Mrs. Minges decided to contribute the funds for its construction. As Mayor Sugg put it "it was a fortunate day for Greenville when, a little more than twenty years ago, Mr. Minges decided to move his family to Greenville, and cast his lot with this community."¹⁹

In July 1996, the grandchildren of M. O. Minges, in keeping his vision alive, the Pepsi Bottling Company of Greenville again donated another \$5,000 to help in the restoration process of the Drill Tower.²⁰

According to information given by the Greenville Fire Department. the fire tower has not been used since 2000 except for hydrant training because the mortar and bricks are starting to fail and falling to the ground.

In 2012, the "Splashpoint Spray Park" was developed next to the tower with a firefighting theme. A parking lot was installed to the south of the tower. There was the hope of incorporating the tower into the park complex, which also includes the city's multi-purpose "Dream Park." But age, weather and now building codes have taken its toll on the Minges Fire Practice Tower.

In Dec. 2021, the City of Greenville hired HH Architecture to conduct a survey of the Fire Tower, and staff met with an engineer from Lynch-Mykins, which provided a limited condition review to the city that noted the deteriorated condition of the exterior, corroded steel rails and stairs and loose and protruding bricks. Lynch-Mykins concluded upgrades beyond stabilization would be needed to meet structural loading requirements for occupancy, particularly requirements related to wind and seismic design. Code requirements/upgrades would significantly increase the cost to over the \$375,000 to upgrade. The HH survey estimated the cost to demolish the tower at \$75,000. The city sought three bids for the work and received a proposal for \$35,000 for demolition, and removal of the tower, foundation and surrounding concrete apron. The survey also included a review of the former Fire Station 2 building, adjacent to the tower at 1700 Chestnut St. The single-story, 5500-square-foot wood frame structure was

¹⁷ July 9, 1942 Greenville City Council Minutes.

¹⁸ *Daily Reflector*, Jan. 20, 1943.

¹⁹ *Daily Reflector*, Apr. 14, 1943.

²⁰ *Daily Reflector*, July 13, 1996.

found to be in moderate to poor condition but structurally stable. It will require utility and other repairs before it could be made available to the public.²¹

It is hoped the tower will be saved and those with vision can see another interesting draw to Greenville, a Fireman's Museum. Long historical boards can surround the outside fence of the tower, showing what the home front did in eastern North Carolina for the war effort. The Fire Station could feature the story of the Greenville Black Firemen, who won State Awards for their work. This could be a stop on the African American History Trail along the East Coast of the United States.

²¹ *Daily Reflector*, Mar. 22, 2022.

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 NORTH CAROLINA
Architects & Builders
 A BIOGRAPHICAL DICTIONARY


Menu

[HOME \(/\)](#)
[SEARCH \(/SEARCH\)](#)
[BROWSE \(/BROWSE\)](#)
[BUILDING INDEX \(/BUILDINGS\)](#)
[ABOUT \(/ABOUT\)](#)

Maxwell, Allen J., Jr. (1904-1963)

Birthplace:	Kinston, North Carolina, NC
Residences:	Goldsboro, North Carolina
Trades:	Architect
NC Work Locations:	Elizabeth City, Pasquotank County Raleigh, Wake County Goldsboro, Wayne County
Building Types:	Educational; Public; Residential
Styles & Forms:	Art Deco; Neoclassical

[Biography](#) |
 [Building List](#) |
 [NC Work Locations](#) |
 [Bibliography](#)

Allen J. (Jay) Maxwell, Jr. (September 29, 1904-August 27, 1963) was a native of Kinston who grew up in Raleigh and practiced architecture from his office in Goldsboro, designing public and private buildings in much of eastern and central North Carolina. His best-known building is the Highway Building (</buildings/B003682>) of 1950-1952, in which he combined elements of classicism and modernism as part of the ensemble of state buildings surrounding the North Carolina State Capitol.

He was born to Della May and Allen J. Maxwell, Sr. His father was a politically prominent and powerful figure who served as state commissioner of revenue and ran for governor. Raleigh City Directories show that for a time (ca. 1913-1921, at least) the family lived at 123 West Park Drive in the new Cameron Park suburb. Allen Jr. graduated from present North Carolina State University, where he studied architecture, and he also studied at Yale University and in Europe.

During the 1920s the family moved to 908 Cowper Drive in Raleigh's prestigious new suburb, Hayes Barton. Possibly aided by his father's connections, Allen, Jr., found employment in major firms. In 1928, Allen, Jr., was living at home and working as a draftsman in the office of leading Raleigh architect William Henley Deitrick (</people/P000282>). In 1929 he was a draftsman with the H. A. Underwood Construction Co. (</people/P000649>); by 1932 he was a vice president of that firm; and in 1933 the firm was called Underwood and Maxwell. In 1933 Allen married Louise Mumford, a native of Burke County, and they had one son, Allen Jay Maxwell III. In the 1934 city directory, Allen and Louise Maxwell were noted as residing with his parents on Cowper Drive, and he was working as a draftsman in the engineering and architectural firm of William C. Olsen (</people/P000493>). By the 1935 directory, he and Louise were at 709 Aycock Street, and he was an architect with William C. Olsen. The 1936 directory did not

show Maxwell, Jr., in Raleigh, though his parents were still on Cowper Drive. By that time, he had evidently moved to Goldsboro.

Maxwell's projects during the early years of the Great Depression are not identified, though much of his work was likely for Olsen's firm. In Goldsboro, he took over an office that had belonged to John David Gullett (/people/P000648), a Louisiana-born architect who practiced architecture in Goldsboro from 1920 until his death of a heart attack in 1935. Gullett was especially active in public school construction in the 1920s and later (See Penne B. Smith [Sandbeck], Mount Olive High School National Register nomination, 1998.) Maxwell, often described as a protégé of Gullett, completed some of Gullett's unfinished commissions and went on to plan additional schools. The United States Census of 1940 listed Maxwell and his wife and son as residing in Goldsboro. Maxwell later formed an association with architect James Griffith, Jr., who in 1940 was an architect aged 30 in Goldsboro.

As the economy improved, Maxwell's work encompassed residential and civic buildings, but along with many other architects of his time, he kept busy with public schools in the period 1937-1940, at least some of which, such as the S. L. Sheep School (/buildings/B003679) in Elizabeth City, were assisted by Federal funds. When he completed a Federal form in 1940 on the eve of World War II, Maxwell listed as his recent works the following: Wayne County School Building Program (1937-1940); Pitt County School Building Program (1938-1940); Goldsboro Fire Department (/buildings/B003683), Goldsboro (1938); the WGBR Radio Station Building (1939); Goldsboro Apartments, Goldsboro (1939); Asheboro Apartments, Asheboro (1940); and S. L. Sheep School, Elizabeth City (1940). When more details are learned about these buildings, they will be added to the building list.

When Maxwell registered for the draft for World War II in 1942, he noted that he was an architect "in business for self," with his office in Goldsboro's prominent Borden Building. According to a report on the nationally known architect Edward Durell Stone (/people/P000650), in 1942 North Carolina architects John J. Rowland (/people/P000651) and Allen J. Maxwell, Jr., were associate architects on Stone's project for "U. S. Public Housing, Cherry Point Homes, Cherry Point, NC," an Army Air Force base (<http://edwarddurellstone.org/edward-durell-stone-work-1940s.html>). Stone was involved in planning several facilities for the U. S. Army Air Force and would later design the North Carolina State Legislative Building.

After World War II, Maxwell was one of the many architects ready to meet the demand for new buildings. Among his post-World War II projects were a high school gym in Statesville (*Statesville Daily Record*, April 1, 1949) and a proposed Alumni Memorial Building (/buildings/B003681) at present NCSU near Holladay Hall on the site of the old infirmary (*Asheville Citizen-Times*, September 22, 1946). In 1950, he provided plans for the Wayne Memorial Hospital in Goldsboro, for which Charles F. Gillette was the landscape architect in 1955 (see <http://www.lva.virginia.gov/findaid/gillette/clientresults.asp?client=874>).

Maxwell's most prominent surviving building is the Highway Building, which was built in 1950-1952 and received a high priority for funding in the postwar era of stiff competition for funding for state building projects. Described in the *Burlington Daily Times-News* of March 30, 1950, the highway building joined the series of large state office buildings

erected in the 20th century to frame Union Square and complement the State Capitol—in their materials (stone), scale, and classically influenced pilasters and other elements—a precedent set by Beaux-Arts architect P. Thornton Marye (/people/P000203)'s Court of Appeals Building and continued by Atwood and Nash (/people/P000236) and Northup and O'Brien (/people/P000213).

The newspaper reported that the highway building would have a 210-foot frontage and stand five stories tall with granite facades "to conform to the classic design of other newer state buildings in the Capitol Square area." (It was attached to the pre-existing Highway Building on Morgan Street.) Its classicism was expressed in its proportions and pilasters, while the sleek detailing represented the era's mid-century modernism. Most of the other state buildings facing Union Square were by larger architectural firms; Maxwell evidently gained the prestigious and highly sought-after commission at least in part because of his father's and his own political connections with Governor Kerr Scott and others (see Allen J. Maxwell, Jr., file, Charlotte Vestal Brown [Wainwright] Papers).

As noted in his obituary (*High Point Enterprise*, August 28, 1963), Allen Jr. was active in the architectural profession as a member of the American Institute of Architects and the State Board of Architectural Examiners. He was a member of St. Paul Methodist Church and the Goldsboro Elks Lodge. He was survived by his wife, Louise Mumford Maxwell (1910-1990), their son, two siblings, and two grandchildren. He was buried in Willow Dale Cemetery in Goldsboro.

Author: Catherine W. Bishir.

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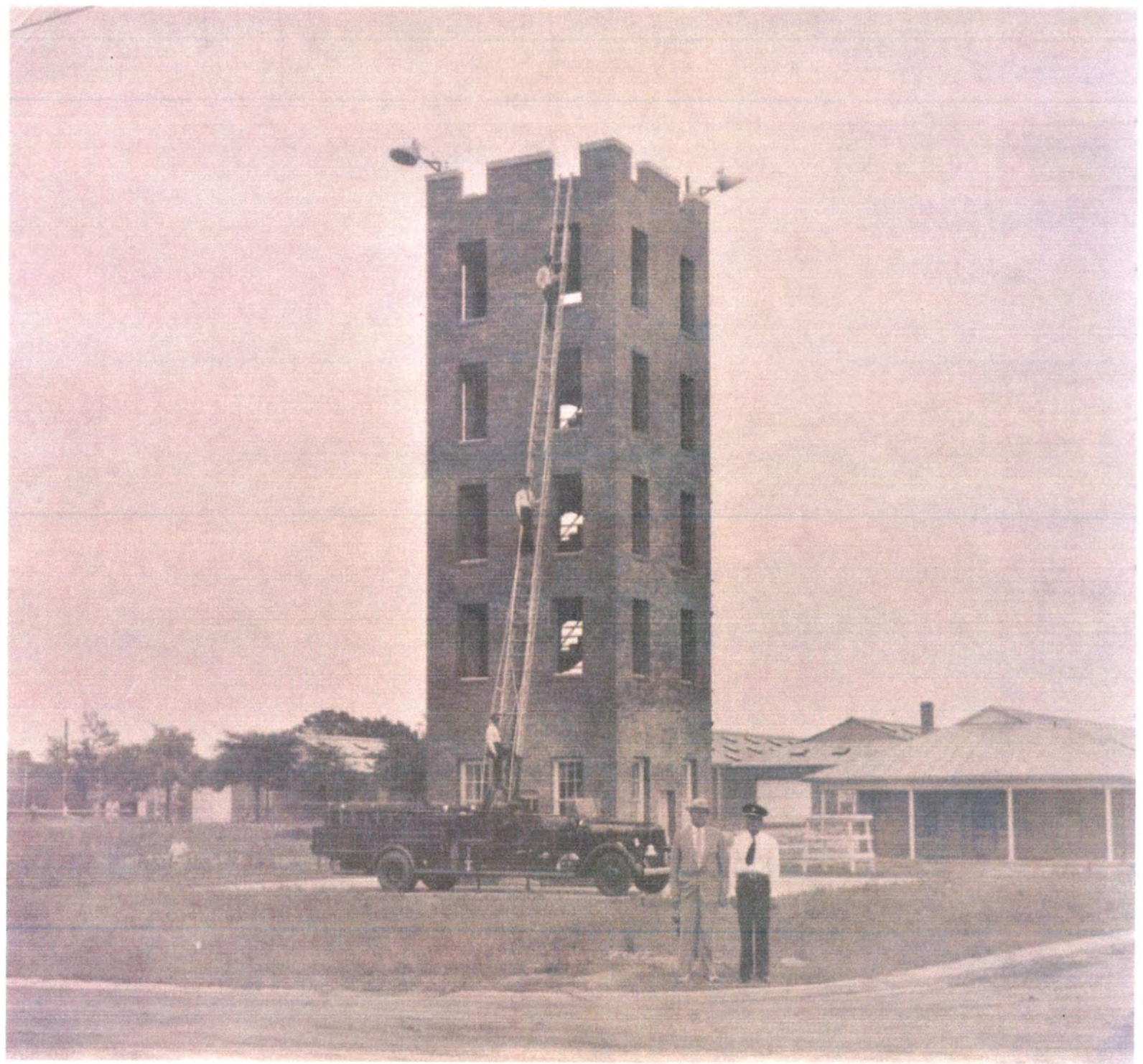
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MINGES FIRE PRACTICE TOWER
DOCUMENTARY PHOTO
LOOKING SOUTH







NO TRESPASSING
No person shall enter or remain on the premises of the City of...
except as authorized by the City Manager or the City Council.

RESERVED
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MAXIMUM
PENALTY
\$250
VAN
ACCESSIBLE



KINGES FIRETOWER
OPIS MAP 2004





City of Greenville, North Carolina

Meeting Date: 04/13/2023

Title of Item: Consideration of Additional One-Stop Voting Sites

Explanation: In accordance with the 2009 agreement between the City of Greenville and Pitt County Board of Elections (BOE), two One-Stop voting sites will be in operation. Traditionally, the sites have been located at the Pitt County Agricultural Center at 403 Government Circle and the Community Schools Building located at 4561 County Home Road. On June 24, 2020, the State Board of Elections issued Memo 2020-13 providing directives for "in lieu of" sites. "In lieu of" sites are One-Stop voting sites for county board of elections offices that hold elections at sites other than its office. "In lieu of" sites must be located in the same city/town as the elections office and either be within 4 miles of the elections office or a 10-minute drive from the office. The two One-Stop voting sites will be confirmed by the BOE.

A municipality may request the BOE provide additional One-Stop sites located within their jurisdiction. If approved by the BOE, said municipality shall be responsible for all expenses related to the operation of additional One-Stop sites. Requests must be submitted to the BOE by June 1, 2023. The BOE will review requests and determine One-Stop voting sites.

Fiscal Note: The Pitt County Board of Elections has estimated the City of Greenville's costs for the 2023 Municipal Election to be \$124,577.66. If the City of Greenville wishes to host additional One-Stop sites, the cost for each site is estimated to be \$11,529.37.

- One additional site brings the estimated total to \$136,107.03
- Two additional sites brings the estimated total to \$147,636.40

Recommendation: Determine whether the City will request additional One-Stop voting sites for the 2023 Municipal Election and submit requests by June 1, 2023 to the BOE.



City of Greenville, North Carolina

Meeting Date: 04/13/2023

Title of Item: Budget Ordinance Amendment #8 to the 2022-2023 City of Greenville Budget (Ordinance #22-045), the Special Revenue Grant Fund (Ordinance #11-003), the Capital Projects Funds (Ordinance #17-024), the ARPA Fund (Ordinance #21-053), the Engineering Capital Projects Fund (Ordinance #20-019), and the Greenways Capital Projects Fund (Ordinance #12-007)

Explanation: Attached for consideration at the April 13, 2023 City Council meeting is an ordinance amending the 2022-2023 City of Greenville Budget (Ordinance #22-045), the Special Revenue Grant Fund (Ordinance #11-003), the Capital Projects Funds (Ordinance #17-024), the ARPA Fund (Ordinance #21-053), the Engineering Capital Projects Fund (Ordinance #20-019), and the Greenways Capital Projects Fund (Ordinance #12-007).

Budget Ordinance #8 includes an updated ARPA Funding Plan for consideration and approval. The original ARPA Funding Plan was approved at the October 10th, 2023 City Council meeting. Based on new design and cost estimates, ARPA funding is being reallocated per Budget Amendment #8 to prioritize projects based on funding availability. For ease of reference, a breakdown of the Updated ARPA Funding Plan identified in the Ordinance is as follows:

Project	Current Budget	Adjustment	Ending Budget
Employee Premium Pay	305,000	-	305,000
Build Grant City Match	3,600,000	6,213,000	9,813,000
E. 4th Street Construction	5,238,850	(5,051,850)	187,000
Small Business / Non Profit	500,000	-	500,000
Greenfield Terrace Improvements	1,000,000	(497,361)	502,639
Dream Park Community Center	1,000,000	1,381,672	2,381,672
PW Drainage Pipe Replacement	3,375,000	6,625,000	10,000,000

Town Common Bulkhead	9,670,461	(8,670,461)	1,000,000
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The following are additional notes related to select ARPA projects:

E. 4th Street Construction: ARPA funding is being utilized to fund design only. Local funding will be utilized to provide for the resurface of East 4th Street. The project will consist of mill and resurface, concrete patching, replacement of defective curbing and minor ADA improvements.

Greenfield Terrace Improvements: The project budget totals \$1 million. Approximately \$502,639 will be funded with ARPA funding. The remaining \$497,361 will be funded with Local funding.

Town Common Bulkhead: APRA funding in the amount of \$1 million will be utilized to fund the design of the bulkhead replacement only. The City will seek other funding opportunities through the likes of State, Federal and/or Local funding to complete the project as designed in the future.

BUILD Grant Project: Budget Ordinance #8 recognizes additional funding in order to fully fund all components of the BUILD grant project inclusive of West 5th Street Reconstruction, with streetscape, and expansion of the City's greenway system. Per Budget Ordinance #8, the following is a breakdown of all funding sources:

Federal BUILD Grant	\$18,000,000
Federal ARPA Funding	9,813,000
City of Greenville General Fund	15,021,006
City of Greenville Stormwater Utility Fund	4,000,000
NCDOT	190,000
East Carolina University	500,000
Greenville Utilities Commission	650,000
Total	\$48,574,006

For ease of reference, a footnote has been added to each line item of the Budget Ordinance Amendment, which corresponds to the explanation below:

Item	Justification	Funds	Net
		Amended	Adjustment
A	Recognize E-payables revenue received in the current fiscal year.	General Fund	\$32,211

B	Redirect funding within the General Fund to Recreation and Parks for the Elm Street Drainage design	General Fund	-
C	Recognize grant funds received from NC Municipal Grant for recreation programming at River Park North	Special Revenue Grant	\$31,542
D	Recognize funds received for Debt Proceeds for Public Safety Radios	Fire/Rescue Capital Projects	\$75,351
E	To recognizing additional revenue and expenses for the BUILD Grant project based on final construction bids received.	Engineering Capital Projects	\$24,574,006
F	To reallocate the ARPA funding based on updated cost estimates received.	ARPA	-
G	Recognize additional funding received from NCDOT the construction of the the South Tar River Greenway.	Greenways Capital Projects	\$61,168
H	To reallocate funds from CMO to PD for Parking Lot lease payments for current year.	General Fund	-

Fiscal Note:

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2022-23 Revised Budget</u>	<u>Amendment #8</u>	<u>2022-23 Budget per Amendment #8</u>
General	\$99,792,240	\$32,211	\$99,824,451
Debt Service	6,322,622	-	6,322,622
Public Transportation (Transit)	4,199,872	-	4,199,872
Capital Reserve	1,250,000	-	1,250,000
Fleet Maintenance	5,875,142	-	5,875,142
Sanitation	8,513,983	-	8,513,983
Stormwater	10,963,969	-	10,963,969
Housing	1,981,972	-	1,981,972
Health Insurance	14,258,648	-	14,258,648
Vehicle Replacement	10,645,862	-	10,645,862
Facilities Improvement	2,391,874	-	2,391,874
Special Revenue Grants	13,892,206	31,542	13,923,748
Public Works Capital Projects	58,993,491	-	58,993,491
Recreation & Parks Capital Projects	16,899,008	-	16,899,008
Community Development Capital Projects	19,404,227	-	19,404,227
Red Light Camera Program	1,800,000	-	1,800,000
Engineering Capital Projects	32,397,022	24,574,006	56,971,028
Occupancy Tax	4,096,128	-	4,096,128
Fire/Rescue Capital Projects	12,919,177	75,351	12,994,528
Greenways Capital Projects	6,565,846	61,168	6,627,014
ARPA Fund	24,689,311	-	24,689,311

Recommendation: Approve Budget Ordinance Amendment #8 to the 2022-2023 City of Greenville Budget (Ordinance #22-045), the Special Revenue Grant Fund (Ordinance #11-003), the Capital Projects Funds (Ordinance #17-024), the ARPA Fund (Ordinance #21-053), the Engineering Capital Projects Fund (Ordinance #20-019), and the Greenways Capital Projects Fund (Ordinance #12-007).

ATTACHMENTS

 [BA_8 Final.xlsx](#)

ORDINANCE NO. 23-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#8) Amending the 2022-23 Budget (Ordinance #22-045), the Special Revenue Grant Fund (Ordinance #11-003), the Capital Projects Funds (Ordinance #17-024), the ARPA Fund (Ordinance #21-053), the Engineering Capital Projects Fund (Ordinance #20-019), and the Greenways Capital Projects Fund (Ordinance #12-007).

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #22-045 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	Budget Amendment #8							2022-23 Budget per Amend #8
	2022-23 Revised Budget	A.	B.	F.	H.	Total Amend #8		
ESTIMATED REVENUES								
Property Tax	\$ 38,030,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,030,400
Sales Tax	26,968,346	-	-	-	-	-	-	26,968,346
Video Prog. & Telecom. Service Tax	793,717	-	-	-	-	-	-	793,717
Rental Vehicle Gross Receipts	176,125	-	-	-	-	-	-	176,125
Utilities Franchise Tax	6,828,328	-	-	-	-	-	-	6,828,328
Motor Vehicle Tax	1,746,059	-	-	-	-	-	-	1,746,059
Other Unrestricted Intergov't	871,145	-	-	-	-	-	-	871,145
Powell Bill	2,123,924	-	-	-	-	-	-	2,123,924
Restricted Intergov't Revenues	902,799	-	-	-	-	-	-	902,799
Licenses, Permits and Fees	4,541,722	-	-	-	-	-	-	4,541,722
Rescue Service Transport	3,260,000	-	-	-	-	-	-	3,260,000
Parking Violation Penalties, Leases,	275,000	-	-	-	-	-	-	275,000
Other Sales & Services	378,697	-	-	-	-	-	-	378,697
Other Revenues	1,036,194	32,211	-	-	-	-	32,211	1,068,405
Interest on Investments	742,690	-	-	-	-	-	-	742,690
Transfers In GUC	7,074,328	-	-	-	-	-	-	7,074,328
Appropriated Fund Balance	4,042,766	-	-	-	-	-	-	4,042,766
Total Revenues	\$ 99,792,240	\$ 32,211	\$ -	\$ -	\$ -	\$ -	\$ 32,211	\$ 99,824,451
APPROPRIATIONS								
Mayor/City Council	\$ 523,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 523,950
City Manager	3,353,402	-	(35,000)	-	-	(18,109)	(53,109)	3,300,293
City Clerk	386,025	-	-	-	-	-	-	386,025
City Attorney	688,487	-	-	-	-	-	-	688,487
Human Resources	3,404,624	-	-	-	-	-	-	3,404,624
Information Technology	3,691,673	-	-	-	-	-	-	3,691,673
Engineering	5,521,549	-	-	-	-	-	-	5,521,549
Fire/Rescue	17,913,967	-	-	-	-	-	-	17,913,967
Financial Services	2,913,818	32,211	-	-	-	-	32,211	2,946,029
Recreation & Parks	8,516,896	-	35,000	-	-	-	35,000	8,551,896
Police	29,309,882	-	-	-	-	18,109	18,109	29,327,991
Public Works	6,585,461	-	-	-	-	-	-	6,585,461
Planning & Development	3,486,786	-	-	-	-	-	-	3,486,786
OPEB	700,000	-	-	-	-	-	-	700,000
Capital Improvements	-	-	-	-	-	-	-	-
Contingency	25,000	-	-	(12,234)	-	-	(12,234)	12,766
Indirect Cost Reimbursement	(1,950,887)	-	-	-	-	-	-	(1,950,887)
Total Appropriations	\$ 85,070,633	\$ 32,211	\$ -	\$ (12,234)	\$ -	\$ -	\$ 19,977	\$ 85,090,610
OTHER FINANCING SOURCES								
Transfers to Other Funds	\$ 14,721,607	\$ -	\$ -	\$ 12,234	\$ -	\$ -	\$ -	\$ 14,721,607
Total Other Financing Sources	\$ 14,721,607	\$ -	\$ -	\$ 12,234	\$ -	\$ -	\$ -	\$ 14,721,607
Total Approp & Other Fin Sources	\$ 99,792,240	\$ 32,211	\$ -	\$ -	\$ -	\$ -	\$ 19,977	\$ 99,812,217

Section II: Estimated Revenues and Appropriations. Special Revenue Grant Fund, of Ordinance #11-003 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2022-23 Revised Budget	C.	Total Amend #8	2022-23 Budget per Amend #8
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 10,649,795	\$ 31,542	\$ 31,542	\$ 10,681,337
CARES Act Funding	1,594,927	-	-	1,594,927
Transfer From General Fund	1,512,170	-	-	1,512,170
Transfer From Pre-1994 Entitlement	27,419	-	-	27,419
Transfer from Other Funds	107,895	-	-	107,895
Total Revenues	\$ 13,892,206	\$ 31,542	\$ 31,542	\$ 13,923,748
APPROPRIATIONS				
Personnel	\$ 2,264,108	\$ 31,542	\$ 31,542	\$ 2,295,650
Operating	5,927,674	-	-	5,927,674
Capital Outlay	2,006,385	-	-	2,006,385
Transfers	27,419	-	-	27,419
COVID-19	1,560,518	-	-	1,560,518
Rural Housing Recovery Grant	350,000	-	-	350,000
Environmental Enhancement Grant	150,935	-	-	150,935
STAR Grant	330,000	-	-	330,000
Governor's Crime Commission Grant 22	24,500	-	-	24,500
COPS Community Policing Development	175,000	-	-	175,000
Justice Assistance Grant 2022	55,135	-	-	55,135
Project Lucky - Job Creation Grant	100,000	-	-	100,000
Opioid Settlement Trust	45,532	-	-	45,532
Transfer to Other Funds	875,000	-	-	875,000
Total Appropriations	\$ 13,892,206	\$ 31,542	\$ 31,542	\$ 13,923,748

Section III: Estimated Revenues and Appropriations. Engineering Capital Projects Fund, of Ordinance #20-019 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2022-23 Revised Budget	E.	Total Amend #8	2022-23 Budget per Amend #8
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 15,000,000	\$ 3,400,000	\$ 3,400,000	\$ 18,400,000
Restricted Intergovernmental - NCDOT	-	190,000	190,000	190,000
Transfer from ARPA Fund	-	9,813,000	9,813,000	9,813,000
Transfer from Capital Reserve	3,266,882	-	-	3,266,882
Transfer from Street Improvement Bond Fund	2,555,921	-	-	2,555,921
Transfer from Other Funds	2,605,022	-	-	2,605,022
Other In-kind Contributions	1,170,000	(20,000)	(20,000)	1,150,000
Transfer from General Fund	6,366,157	(1,451,047)	(1,451,047)	4,915,110
Transfer from Stormwater Utility	-	4,000,000	4,000,000	4,000,000
Sale of Property	1,433,040	-	-	1,433,040
Long Term Financing	-	8,642,053	8,642,053	8,642,053
Total Revenues	\$ 32,397,022	\$ 24,574,006	\$ 24,574,006	\$ 56,971,028
APPROPRIATIONS				
BUILD	\$ 24,000,000	\$ 24,574,006	\$ 24,574,006	\$ 48,574,006
Pavement Management Program	3,668,269	-	-	3,668,269
Employee Parking Lot	1,363,753	-	-	1,363,753
Ficklen Street Improvements	2,115,000	-	-	2,115,000
Dickinson Avenue Improvements	1,250,000	-	-	1,250,000
Total Appropriations	\$ 32,397,022	\$ 24,574,006	\$ 24,574,006	\$ 56,971,028

Section IV: Estimated Revenues and Appropriations. ARPA Fund, of Ordinance #21-053 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2022-23 Revised Budget	F.	Total Amend #8	2022-23 Budget per Amend #8
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 24,689,311	\$ -	\$ -	\$ 24,689,311
Total Revenues	<u>\$ 24,689,311</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 24,689,311</u>
APPROPRIATIONS				
CSLRF Project	\$ -	\$ -	\$ -	\$ -
Premium Pay for Employees	305,000	6,213,000	6,213,000	6,518,000
BUILD Grant City Match	3,600,000	-	-	3,600,000
E. 4th St. Reconstruction	5,238,850	(5,051,850)	(5,051,850)	187,000
Small Business/Non-Profit Assistance	500,000	-	-	500,000
Greenfield Terrace Improvements	1,000,000	(497,361)	(497,361)	502,639
Dream Park Community Rec Center	1,000,000	1,381,672	1,381,672	2,381,672
PW Drainage Pipe Replacement	3,375,000	6,625,000	6,625,000	10,000,000
Town Common Bulkhead	9,670,461	(8,670,461)	(8,670,461)	1,000,000
Total Appropriations	<u>\$ 24,689,311</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 24,689,311</u>

Section V: Estimated Revenues and Appropriations. Fire/Rescue Capital Project Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2022-23 Revised Budget	D.	Total Amend #8	2022-23 Budget per Amend #8
ESTIMATED REVENUES				
Debt Proceeds	\$ 9,219,177	\$ 75,351	\$ 75,351	\$ 9,294,528
Special Fed/State/Loc Grant	3,000,000	-	-	3,000,000
Transfer from General Fund	220,000	-	-	220,000
Sale of Property	480,000	-	-	480,000
Total Revenues	<u>\$ 12,919,177</u>	<u>\$ 75,351</u>	<u>\$ 75,351</u>	<u>\$ 12,994,528</u>
APPROPRIATIONS				
Fire Station #7	\$ 6,766,143	\$ -	\$ -	\$ 6,766,143
Fire Station # 1 Bay Extension	728,385	-	-	728,385
Public Safety Comm. Equipment	5,424,649	75,351	75,351	5,500,000
Total Appropriations	<u>\$ 12,919,177</u>	<u>\$ 75,351</u>	<u>\$ 75,351</u>	<u>\$ 12,994,528</u>

Section VI: Estimated Revenues and Appropriations. Greenways Capital Project Fund, of Ordinance #12-007 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2022-23 Revised Budget	G.	Total Amend #8	2022-23 Budget per Amend #8
ESTIMATED REVENUES				
Special Fed/State/Local Grant	\$ 5,378,200	\$ 48,934	\$ 48,934	\$ 5,427,134
Transfer from General Fund	651,848	12,234	12,234	664,082
Transfer from Street Bond Fund	535,798	-	-	535,798
Total Revenues	<u>\$ 6,565,846</u>	<u>\$ 61,168</u>	<u>\$ 61,168</u>	<u>\$ 6,627,014</u>
APPROPRIATIONS				
Construction	\$ 5,985,023	\$ 61,168	\$ 61,168	\$ 6,046,191
Acquisition	175,000	-	-	175,000
Engineering	405,823	-	-	405,823
Total Appropriations	<u>\$ 6,565,846</u>	<u>\$ 61,168</u>	<u>\$ 61,168</u>	<u>\$ 6,627,014</u>

Section VII: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed:

Adopted this 13th day of April, 2023

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk