



Agenda

Greenville City Council

May 9, 2024

6:00 PM

City Hall Council Chambers, 200 West 5th Street

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

I. Call Meeting To Order

II. Invocation - Council Member Scully

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

1. Jerry Everette - Recreation and Parks Department Retiree
2. Graduate of UNC School of Government Municipal and County Administration Course - Lisa Kirby
3. Graduates of 2023-2024 Chamber of Commerce Leadership Institute - Margot Clark and Jeremy Cleaton

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

4. Appointments to Boards and Commissions

IX. New Business

Public Hearings

5. Ordinance to annex Bill Clark Homes of Greenville, LLC property involving 189.98 acres located along the northern right-of-way of Hudson's Crossroads Road and 2,600+/- feet northeast of Mills Road
6. Ordinance requested by Bill Clark Homes of Greenville, LLC to rezone 187.60 acres located along the northern right-of-way of Hudson's Crossroads Road and 2,600+/- feet northeast of Mills Road from RA (Rural Agricultural – Pitt County's Jurisdiction) to R9S (Residential-Single-Family)
7. Ordinance requested by Hunter and Brett Hannaford to rezone 42.31 acres located along the eastern right-of-way of Dickinson Avenue Extension and 475+/- feet south of Dansey Road from RA20 (Residential-Agricultural) to R6S (Residential-Single-Family)
8. Ordinance requested by Tom Jose to rezone 4.945 acres located along the southern right-of-way of Old Fire Tower Road and 220+/- feet east of Radford Drive from RA20 (Residential-Agricultural) to OR (Office Residential [High Density Multi-Family])
9. Ordinance requested by ECU Health to amend the Future Land Use and Character Map for 24.1521 acres from office/institutional (OI) and residential, high density (HDR) to medical transition (MT) for the property located along the eastern right-of-way of B's Barbeque Road and 550+/- feet southwest of Westover Drive
10. Ordinance requested by the Planning and Development Services Department to amend Title 9, Chapter 4 by deleting the definition and standards for a modular data processing facility and by modifying the standards for data processing centers by increasing the separation distance between data processing centers to existing or approved schools, including but not limited to, public or private (kindergarten or nursery, elementary, junior and senior high), and daycare facilities (child or adult), and existing conforming single-family dwellings in any district to no closer than 3,400 feet as measured from the property line to property line, adding the hours of operation of 9 AM to 5 PM Monday through Friday, that no sound may exceed 30 (dB(A)) as measured at the property line and a sound study is required
11. 2024-2025 Annual Action Plan Public Hearing
12. Resolution for a Job Creation Economic Development Incentive and Grant Agreement for Project Gen

Other Items of Business

13. Presentation of the Proposed Fiscal Year 2024-25 Operating Budgets for the Pitt-Greenville Convention & Visitors Authority, Sheppard Memorial Library, and Greenville Utilities Commission
14. Contract with Greenville Community Shelter, Inc. for HOME-American Rescue Plan Non-Congregate Shelter Project

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 05/09/2024

Title of Item: Appointments to Boards and Commissions

Explanation: City Council appointments need to be made to the Historic Preservation Commission, Housing Authority, Human Relations Council, Multimodal Transportation Commission, Recreation and Parks Commission, and the Youth Council.

The City Council updated the Boards and Commission Policy on October 9, 2017 to include a provision for extended vacancies: Nominations for Extended Vacancies "In the event there is a vacancy on a City board or commission 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:

- Samar Badwan, Human Relations Council
- 3 seats on the Youth Council

Fiscal Note: No direct fiscal impact.

Recommendation: Make appointments to the Historic Preservation Commission, Housing Authority, Human Relations Council, Multimodal Transportation Commission, Recreation and Parks Commission, and the Youth Council.

ATTACHMENTS

[May 2024 Boards and Commissions Appointments.pdf](#)

Appointments to Boards and Commissions

May 2024

Historic Preservation Commission

Council Liaison: Council Member Marion Blackburn

Name	District #	Current Term	Reappointment Status	Expiration Date
Edythe Gianessi	5	First Term	Resigned	January 2027

Housing Authority

Council Liaison: Council Member Tonya Foreman

Name	District #	Current Term	Reappointment Status	Expiration Date
Garrett Taylor (Mayor Connelly)	5	First Term	Eligible	May 2024

Human Relations Council

Council Liaison: Council Member Portia Willis

Name	District #	Current Term	Reappointment Status	Expiration Date
Samar Badwan	4	Second Term	Ineligible	September 2023
PCC Student				September 2024

Multimodal Transportation Commission

Council Liaison: Council Member Matthew Scully

Name	District #	Current Term	Reappointment Status	Expiration Date
Anthony Little	5	First term	Resigned	January 2025

Recreation and Parks Commission

Council Liaison: Mayor Pro Tem Monica Daniels

Name	District #	Current Term	Reappointment Status	Expiration Date
Gordon Darragh <i>(Council Member Matt Scully)</i>	5	Second Term	Ineligible	May 2024
Darin White <i>(Mayor Pro Tem Monica Daniels)</i>	4	First Term	Eligible	May 2024
Deborah Sheppard <i>(Council Member Les Robinson)</i>	4	First term	Eligible	May 2024

Youth Council

Council Liaison: Council Member Portia Willis

Name	Current Term	Reappointment Status	Expiration Date
(3 open seats)			

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

Boards and Commission Applicants

Name	Board Applied To	Email Address
Teena Barnes	Housing Authority	teena.barnes@gmail.com
James Cox	Housing Authority	jcoxbx13@gmail.com
Naz M Staton	Housing Authority	statonn18@outlook.com
Demond Hairston	Housing Authority	pastordahairston@gmail.com
Teena Barnes	Human Relations Council	teena.barnes@gmail.com
Donald Rivers	Human Relations Council	donaldrivers@policy-change.com
Rajendra Jagad	Multimodal Transportation Commission	rjagad@gmail.com
Teena Barnes	Recreation and Parks Commission	teena.barnes@gmail.com
Rajendra Jagad	Recreation and Parks Commission	rjagad@gmail.com
Elizabeth Perry	Youth Council	liziperry@gmail.com



City of Greenville, North Carolina

Meeting Date: 05/09/2024

Title of Item: Ordinance to annex Bill Clark Homes of Greenville, LLC property involving 189.98 acres located along the northern right-of-way of Hudson's Crossroads Road and 2,600+/- feet northeast of Mills Road

Explanation: A. SCHEDULE

1. Advertising date: April 27, 2024
2. City Council public hearing date: May 9, 2024
3. Effective date: May 9, 2024

B. CHARACTERISTICS

1. Relation to primary city limits: Non-contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 189.98
4. Voting District: 4
5. Township: Chicod
6. Zoning: RA (Rural-Agricultural – Pitt County’s Jurisdiction)
7. Existing land use: Vacant
8. Anticipated land use: 515-525 single-family lots
9. Population estimate:

	Formula	Number of people
Total current:	0	0
Estimated at full development	520 X 2.18	1,134
Current minority	0	0
Estimated minority at full development	1,134 X 43.4%	492
Current white	0	0
Estimated white at full development	1,134 - 492	642

* Source: Census.gov

10. Rural fire tax district: Black Jack
11. Greenville fire district: Station 3
12. Present tax value: \$451,163
13. Estimated tax value: \$182,000,000

Fiscal Note: Estimated tax value at full development is \$182,000,000.

Recommendation: Approve the attached ordinance to annex the Bill Clark Homes of Greenville, LLC property.

ATTACHMENTS

- [Ordinance_Bill_Clark_Homes_of_Greenville_LLC_Annexation.pdf](#)
- [Bill Clark Homes of Greenville, LLC Annexation Map.pdf](#)

ORDINANCE NO. 24-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at 6:00 p.m. on the 9th day of May, 2024, after due notice by publication in The Daily Reflector on the 27th day of April, 2024; 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-58.1, as amended, the following described noncontiguous territory is annexed:

TO WIT: Being all of that certain property as shown on the annexation map entitled “Bill Clark Homes of Greenville, LLC”, involving 189.98 acres

LOCATION: Situate in Chicod Township, Pitt County, North Carolina, located along the northern right-of-way of Hudson’s Crossroads Road and 2,600+/- feet northeast of Mills Road

GENERAL DESCRIPTION:

Lying and being in Chicod Township, Pitt County, North Carolina, lying south of Mobley’s Bridge Road, northeast of Mills Road and west of Blackjack-Simpson Road, and beginning at the centerline intersection of NCSR 1774 Mills Road and NCSR 1772 Hudson’s Crossroad Road, thence from said intersection N55°14’48”E – 2,593.09’ to a point on the northern right-of-way of NCSR 1772 Hudson’s Crossroad Road, the easternmost corner of the Carl W. Blackwood property (DB 3497, Page 13 and MB 84, Page 20), the “True Point of Beginning”.

Thence from the “True Point of Beginning”, leaving the northern right-of-way of NCSR 1772 Hudson’s Crossroad Road and following the eastern boundary of Carl W. Blackwood N09°43’52”W – 1119.10’, thence N21°13’52”W - 2,323.00’, thence N47°43’52”W - 8.19’ to a corner common to Blackwood, Ronald M. Evans (DB 3842, Page 403, MB 40, Page 159) and L.K. Tucker Farms, LLC (DB 3114, Page 194, MB 37, Page 73A), thence along the southern

line of L.K. Tucker Farms, LLC the following calls: N70°33'14"E - 179.77', thence N45°53'03"E - 1,684.04' to a point in the southern line of Llewellyn Tucker Middleton (MB 37, Page 73A), thence leaving the Middleton line and following an annexation line through the lands of Weyerhaeuser Company the following calls: S21°07'04"E - 163.87', thence N45°57'56"E - 312.05', thence N18°34'29"W - 26.97' to a point in the southern line of Llewellyn Tucker Middleton (MB 37, Page 73A), thence along the Middleton line N45°57'56"E - 871.32' to the northwest corner of J.E. McCotter Land Company, LLC (MB 28, Page 270), thence along the western line of J.E. McCotter Land Company, LLC S19°42'39"E - 2,109.10' to a point in the northern line of Tanya Denyse Buck Cannon (Parcel No. 02974), thence along the Cannon boundary the following calls: S52°47'36"W - 874.34', thence S19°10'41"E - 186.42', thence S52°23'16"W - 322.69', thence S12°02'23"E - 961.21' to the northwest corner of the Joseph Dash property (DB 3705, Page 54, MB 83, Page 45), thence along the Dash boundary the following calls: S01°03'59"E - 550.11', thence S19°30'19"E - 168.91', thence S18°42'25"E - 112.38' to a point on the northern right-of-way of NCSR 1772 Hudson's Crossroad Road, thence along the northern right-of-way of NCSR 1772 Hudson's Crossroad Road the following calls: S67°39'32"W - 2.19', thence S67°45'17"W - 412.63', thence S67°52'06"W - 518.41', thence S67°45'56"W - 408.75', thence S67°38'27"W - 134.65' to the True Point of Beginning, containing 187.60 Acres and being a portion of Parcel Number 11093 and all of Parcel Number 22677 as filed with the Pitt County Tax Assessor's Office. In addition to this description, there is included in the annexation petition the 70' right-of-way of NCSR 1772 which falls within the boundary of PN 11093. The area of the right-of-way is approximately 2.38 Acres.

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 9th day of May, 2024.

ADOPTED this 9th day of May, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

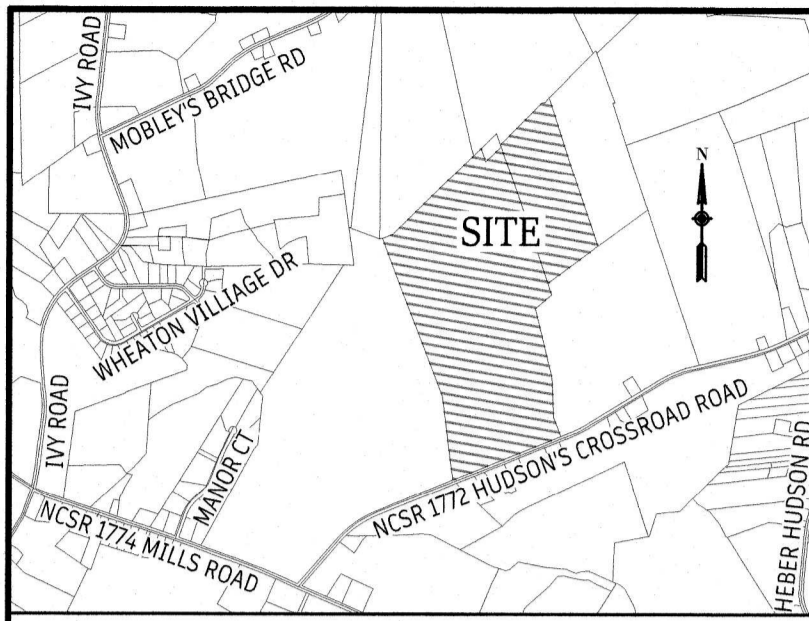
I, _____, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was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

WITNESS my hand and official seal this ____th day of _____, 2024.

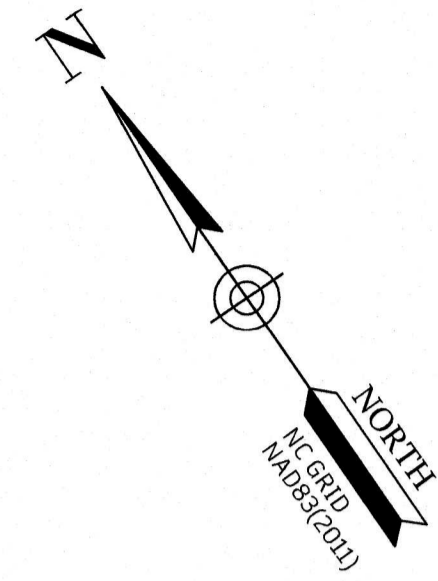
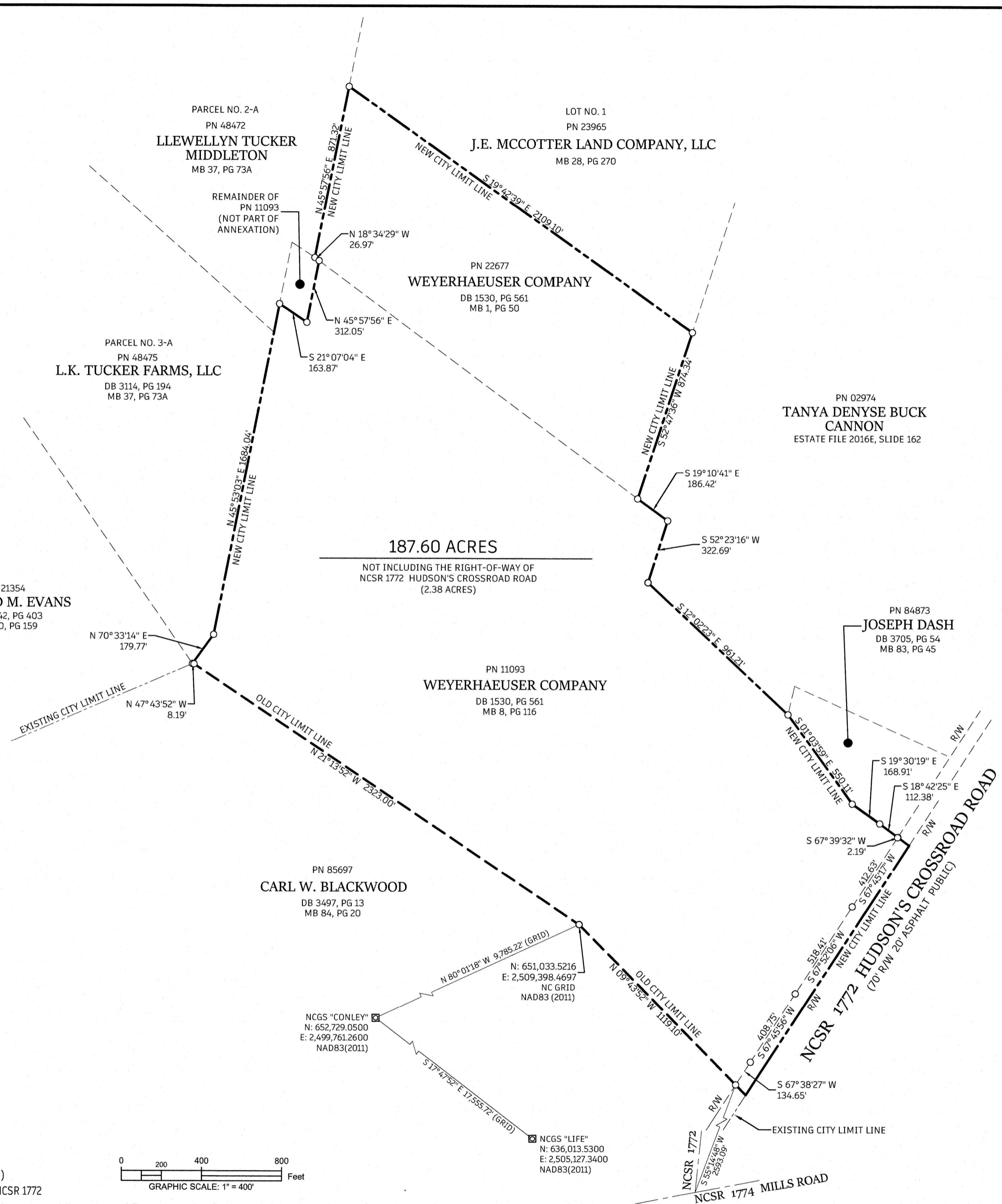
Notary Public

My Commission Expires: _____

1193452



VICINITY MAP
NOT TO SCALE



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".

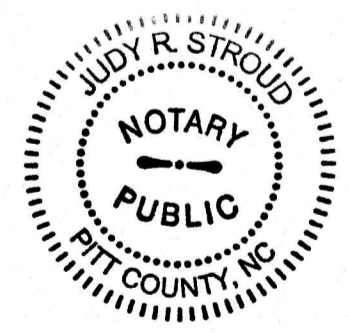


CERTIFICATION

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 26th DAY OF MARCH, 2024.

Deborah T. Boyette
PROFESSIONAL LAND SURVEYOR L-4146

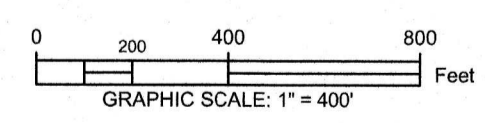


NORTH CAROLINA, Pitt COUNTY
I, Judy R. Stroud NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT Deborah T. Boyette, A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS THE 26 DAY OF March, 2024.

NOTARY PUBLIC Judy R. Stroud
MY COMMISSION EXPIRES 2/22/25

LEGEND

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



TOTAL AREA TO ANNEX: 189.98 ACRES (INCLUDING 2.38 AC IN ROAD R/W)
PN 11093 AND PN 22677 (WEYERHAEUSER TRACT #57) AND THE R/W OF NCSR 1772

BILL CLARK HOMES OF GREENVILLE, LLC
CHICOD TOWNSHIP PITT COUNTY NORTH CAROLINA

BILL CLARK HOMES OF GREENVILLE, LLC
200 EAST ARLINGTON BLVD. SUITE A
GREENVILLE, NC 27858
(252) 355-5805

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

SURVEYED:	APPROVED:
DRAWN:	DATE:
CHECKED:	SCALE:

MAP NO.	MAPS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE

DATE _____ ORDINANCE NO. _____ AREA 189.98 ACRES



City of Greenville, North Carolina

Meeting Date: 05/09/2024

Title of Item: Ordinance requested by Bill Clark Homes of Greenville, LLC to rezone 187.60 acres located along the northern right-of-way of Hudson's Crossroads Road and 2,600+/- feet northeast of Mills Road from RA (Rural Agricultural – Pitt County's Jurisdiction) to R9S (Residential-Single-Family)

Explanation: **Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on April 2, 2024.

On-site sign(s) posted on April 2, 2024.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on April 23, 2024

Public hearing legal advertisement published on April 27, 2024 and May 4, 2024.

Comprehensive Plan:

The Future Land Use and Character Map recommends traditional neighborhood, low-medium density (TNLM) at the intersection of Mills Road and Hudson's Crossroads Road.

Traditional Neighborhood, Low-Medium Density

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

Intent:

- Provide streetscape features such as sidewalks, street trees, and lighting
- Introduce neighborhood-scale commercial centers at key intersections

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

Secondary uses:
Small-scale institutional/civic (churches and school)

Thoroughfare/Traffic Report Summary (Engineering Department):

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 4,951 trips to and from the site on Mills Road, which is a net increase of 3,348 additional trips.

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

History/Background:

The subject property is located in Pitt County's Jurisdiction and will require annexation. A voluntary annexation petition has been submitted and is scheduled to be considered at the same Council meeting as this rezoning.

Existing Land Uses:

Farmland

Water/Sewer:

Water is available from Eastern Pines Water Corporation. A public sanitary sewer extension project is currently under construction to serve this area.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

The subject property is not included in the Watershed Master Plan study area. The property drains to the Cow Swamp - a tributary of Chicod Creek (Tar River Basin). If stormwater rules apply, it would require 10-year detention, nitrogen and phosphorus reduction.

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

Surrounding Land Uses and Zoning:

North: RA - Farmland

South: RA - Three (3) single-family residences and two (2) mobile homes

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

West: R9S (Greenville's Jurisdiction) - Vacant

Density Estimates:

Under the current zoning, the site could accommodate 160-170 single-family lots. Under the proposed zoning, the site could accommodate 515-525 single-family lots. The anticipated build-out is within 5-7 years.

Fiscal Note:

No cost to the City.

Recommendation:

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

Therefore, staff recommends approval.

The Planning and Zoning Commission voted unanimously to approve the request at its April 16, 2024 meeting.

"In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the

Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promoted the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

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

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

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

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

ATTACHMENTS

- [Ordinance_Bill_Clark_Homes_of_Greenville__LLC_Rezoning.pdf](#)
- [Minutes Excerpt_BillClarkHomes.pdf](#)
- [Bill Clark Homes of Greenville LLC APO Map.pdf](#)
- [Bill Clark Homes of Greenville, LLC Rezoning Survey.pdf](#)
- [Existing RA \(Pitt County Zoning\) Uses.pdf](#)
- [Proposed R9S \(City Zoning\) Uses.pdf](#)
- [Bill Clark Homes Traffic Report.pdf](#)
- [Density and Veg Charts.pdf](#)

LOCATION: Located along the northern right-of-way of Hudson's Crossroads Road and 2,600+/- feet northeast of Mills Road.

DESCRIPTION: Lying and being in Chicod Township, Pitt County, North Carolina, lying south of Mobley's Bridge Road, northeast of Mills Road and west of Blackjack-Simpson Road, and beginning at the centerline intersection of NCSR 1774 Mills Road and NCSR 1772 Hudson's Crossroad Road, thence from said intersection N55°14'48"E – 2,593.09' to a point on the northern right-of-way of NCSR 1772 Hudson's Crossroad Road, the easternmost corner of the Carl W. Blackwood property (DB 3497, Page 13 and MB 84, Page 20), the "True Point of Beginning".

Thence from the "True Point of Beginning", leaving the northern right-of-way of NCSR 1772 Hudson's Crossroad Road and following the eastern boundary of Carl W. Blackwood N09°43'52"W – 1119.10', thence N21°13'52"W - 2,323.00', thence N47°43'52"W - 8.19' to a corner common to Blackwood, Ronald M. Evans (DB 3842, Page 403, MB 40, Page 159) and L.K. Tucker Farms, LLC (DB 3114, Page 194, MB 37, Page 73A), thence along the southern line of L.K. Tucker Farms, LLC the following calls: N70°33'14"E - 179.77', thence N45°53'03"E - 1,684.04' to a point in the southern line of Llewellyn Tucker Middleton (MB 37, Page 73A), thence leaving the Middleton line and following a rezoning line through the lands of Weyerhaeuser Company the following calls: S21°07'04"E - 163.87', thence N45°57'56"E - 312.05', thence N18°34'29"W - 26.97' to a point in the southern line of Llewellyn Tucker Middleton (MB 37, Page 73A), thence along the Middleton line N45°57'56"E - 871.32' to the northwest corner of J.E. McCotter Land Company, LLC (MB 28, Page 270), thence along the western line of J.E. McCotter Land Company, LLC S19°42'39"E - 2,109.10' to a point in the northern line of Tanya Denyse Buck Cannon (Parcel No. 02974), thence along the Cannon boundary the following calls: S52°47'36"W - 874.34', thence S19°10'41"E - 186.42', thence S52°23'16"W - 322.69', thence S12°02'23"E - 961.21' to the northwest corner of the Joseph Dash property (DB 3705, Page 54, MB 83, Page 45), thence along the Dash boundary the following calls: S01°03'59"E - 550.11', thence S19°30'19"E - 168.91', thence S18°42'25"E - 112.38' to a point on the northern right-of-way of NCSR 1772 Hudson's Crossroad Road, thence along the northern right-of-way of NCSR 1772 Hudson's Crossroad Road the following calls: S67°39'32"W - 2.19', thence S67°45'17"W - 412.63', thence S67°52'06"W - 518.41', thence S67°45'56"W - 408.75', thence S67°38'27"W - 134.65' to the True Point of Beginning, containing 187.60 Acres and being a portion of Parcel Number 11093 and all of Parcel Number 22677 as filed with the Pitt County Tax Assessor's Office.

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 9th day of May, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1193322

Excerpt from the draft Planning & Zoning Commission Minutes (04/16/24)

4. REQUEST BY BILL CLARK HOMES OF GREENVILLE, LLC TO REZONE 187.60 ACRES LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF HUDSON'S CROSSROADS ROAD AND 2,600+/- FEET NORTHEAST OF MILLS ROAD FROM RA (RURAL AGRICULTURAL – PITT COUNTY'S JURISDICTION) TO R9S (RESIDENTIAL-SINGLE-FAMILY).

Christopher Kelly, Planner I, presented on behalf of City Staff. The applicant has also petitioned for voluntary annexation to develop with sanitary sewer instead of septic tanks. The annexation and rezoning requests for this property will both be at next month's City Council meeting. The subject property is not included in the Watershed Master Plan study area. The property drains to the Cow Swamp, which is a tributary of Chicod Creek (Tar River Basin). If stormwater rules apply, it would require 10-year detention, nitrogen and phosphorus reduction. This property is not located in the Special Flood Hazard Area. There may be jurisdictional wetlands on the property. There are no jurisdictional streams and buffers on the property. This request could generate an increase of 3,348 trips per day. During the review process, a Traffic Impact Analysis will most likely be required. The property is currently zoned RA and is located in the Pitt County's jurisdiction. Under the current zoning, this site could accommodate 160-170 single-family lots. Under the proposed city zoning of R9S, the property could accommodate 515-525 single-family lots. The Future Land Use and Character Map recommends traditional neighborhood, low to medium density (TNLM). The requested zoning of R9S falls within this land use character. In staff's opinion, the request is in compliance with the Future Land Use Plan. Therefore, staff recommends approval.

Chair Brock opened the public hearing.

Landon Weaver, Bill Clark Homes, spoke in favor of the request.

No one spoke in opposition of the request.

Chair Brock closed the public hearing and opened board discussion.

Motion made by Mr. Thomas, seconded by Mr. Parker, 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.

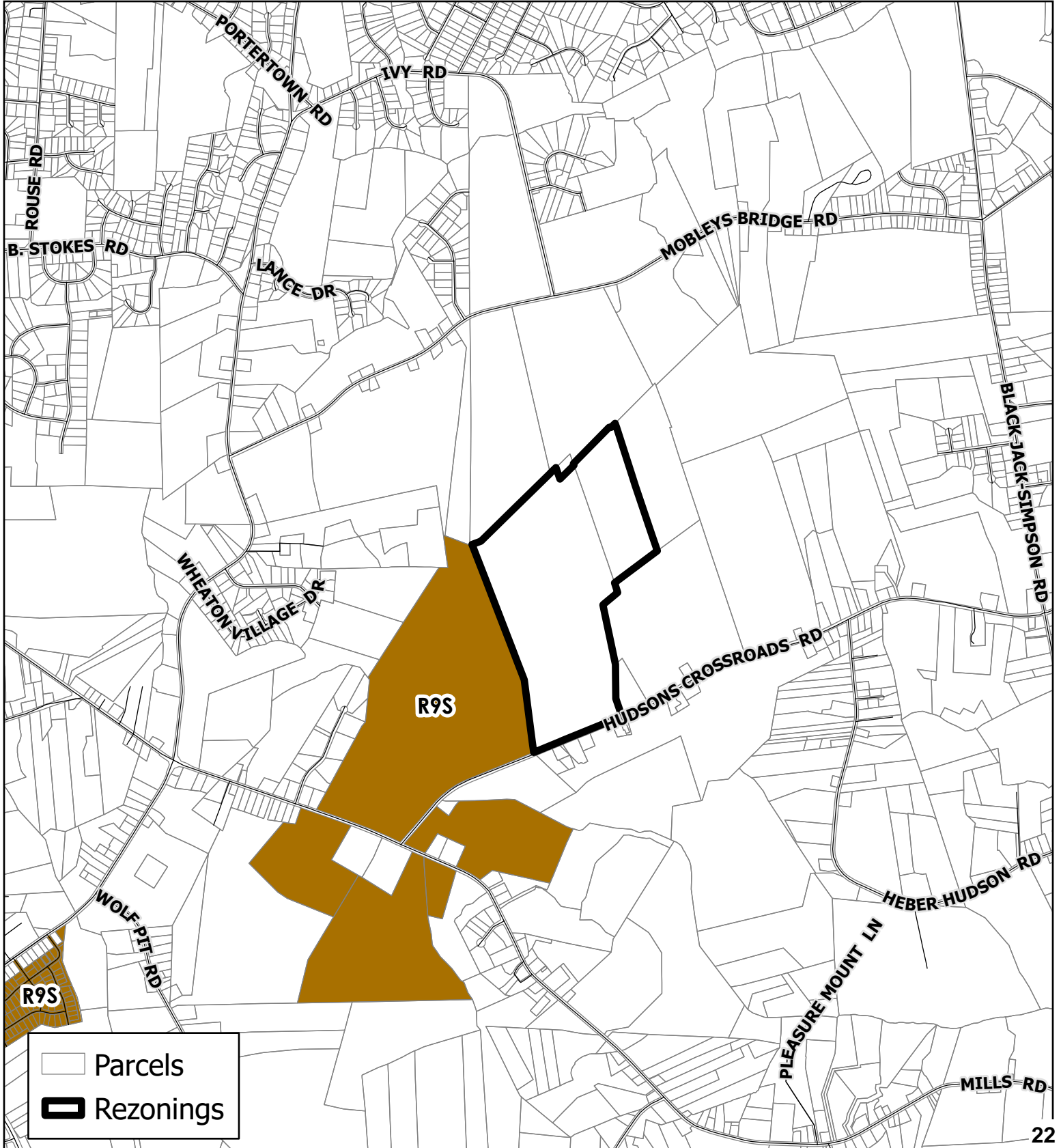
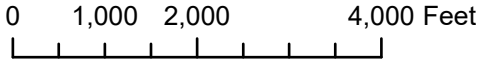
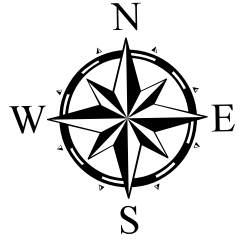
Bill Clark Homes of Greenville, LLC

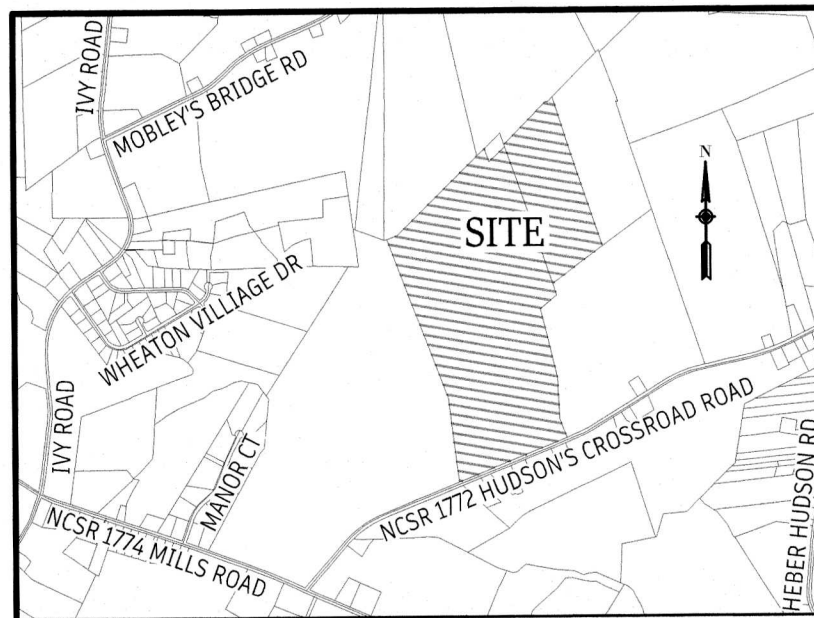
From: RA (County)

To: R9S

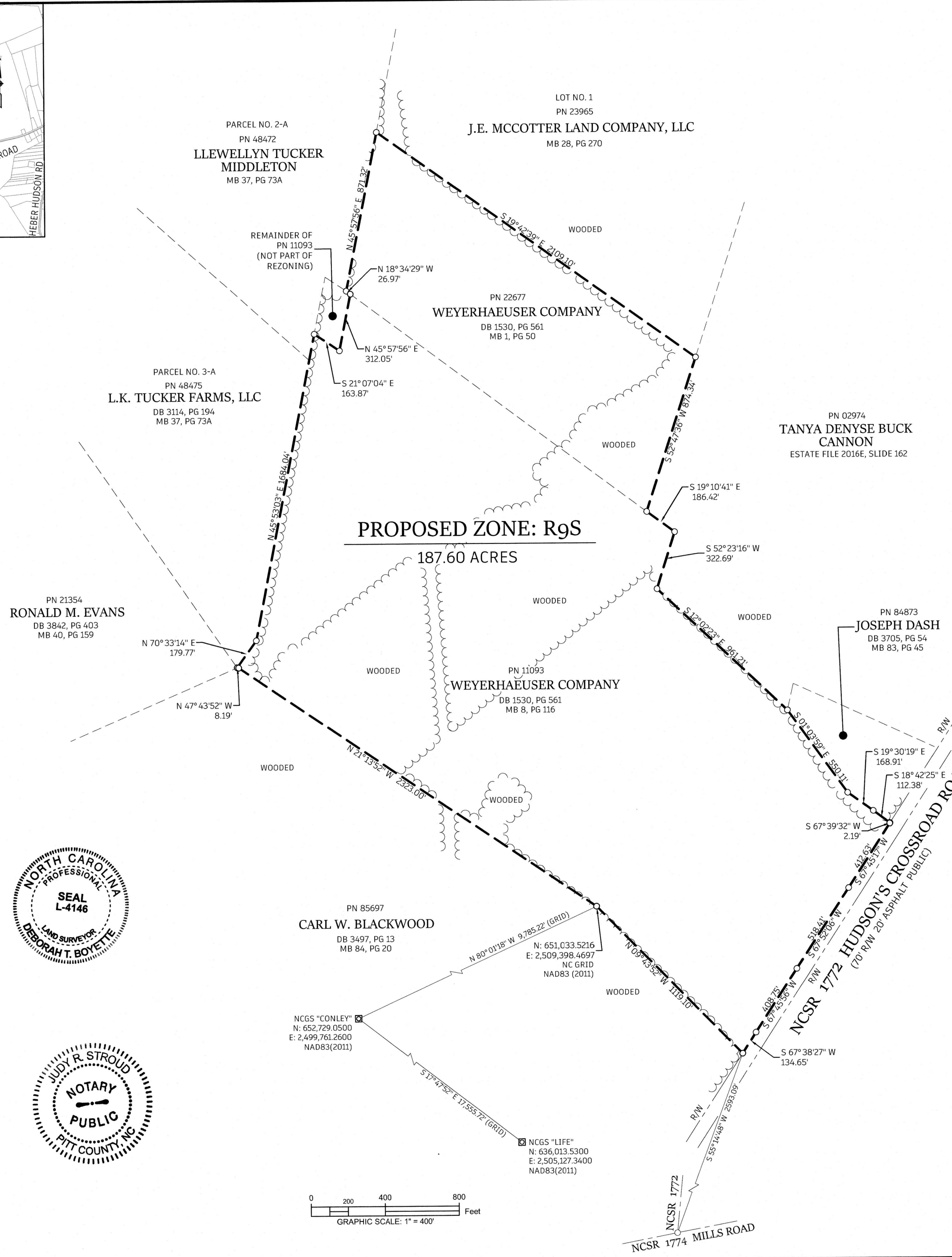
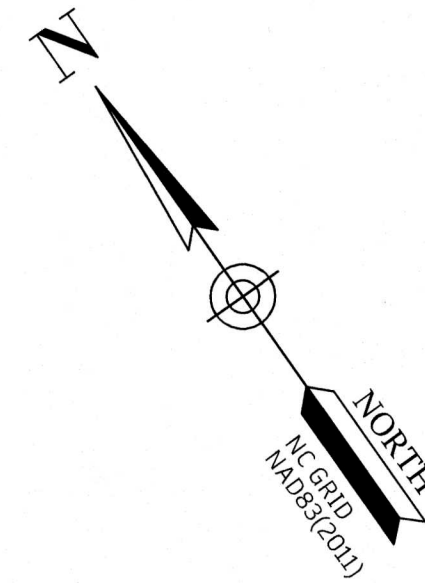
Acres: 187.60

April 16, 2024





VICINITY MAP
NOT TO SCALE



PROPOSED ZONE: R9S
187.60 ACRES

LEGEND
R/W= RIGHT-OF-WAY
PN= PARCEL NUMBER

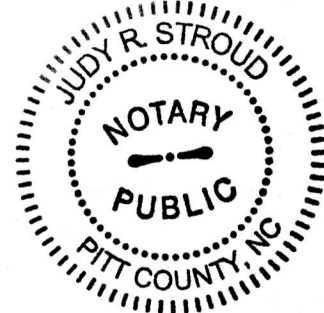
THIS MAP IS EXEMPT FROM GS 47-30 REQUIREMENTS PER GS 47-30 (j) WHICH STATES:
"THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED."

SURVEYOR'S CERTIFICATE

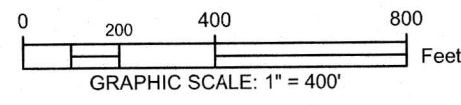
I, DEBORAH T. BOYETTE, CERTIFY THAT THIS PLAT WAS DRAWN BY ME UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY JACK FADUS AND DAVE ENGBRETSSEN; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DEEDS AND MAPS REFERENCED HEREON.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 19th DAY OF MARCH, 2024.

SIGNED 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 19th DAY OF MARCH, 2024.
Judy R. Stroud
NOTARY PUBLIC
MY COMMISSION EXPIRES 2/22/2025



TOTAL AREA TO REZONE: 187.60 ACRES
PN 11093 AND PN 22677 (WEYERHAEUSER TRACT #57)

REZONING MAP FOR	
BILL CLARK HOMES OF GREENVILLE, LLC	
CHICOD TOWNSHIP PITT COUNTY NORTH CAROLINA	
OWNER: WEYERHAEUSER COMPANY ADDRESS: 205 PERRY LANE ROAD BRUNSWICK, GA 31525 PHONE:	SURVEYED BY: JE/DE DRAWN BY: DTB APPROVED BY: DTB
 STROUD ENGINEERING, P.A. 107-B COMMERCE STREET GREENVILLE, NC 27858 (252) 756-9352 <small>LICENSE NO. C-0647</small>	DATE: 03/18/24 SCALE: 1" = 400' SHEET 1 OF 1

Existing Zoning

RA (Rural Agricultural) Pitt County Zoning

AGRICULTURE-RELATED USES

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

MINING USES

Mining, Quarrying, Sand Pits, and Mineral Extraction

RESIDENTIAL USES

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

ACCESSORY USES AND STRUCTURES

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

RECREATIONAL USES

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

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

EDUCATIONAL AND INSTITUTIONAL USES

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

BUSINESS, PROFESSIONAL and PERSONAL SERVICES

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

RETAIL TRADE

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

WHOLESALE TRADE

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

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

TRANSPORTATION, WAREHOUSING AND UTILITIES

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

MANUFACTURING and INDUSTRIAL USES

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

OTHER USES

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

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

Temporary Emergency, Construction, and Repair Residence

Turkey Shoots

PROPOSED ZONING**R9S (RESIDENTIAL-SINGLE-FAMILY) - PERMITTED USES**

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

R9S (RESIDENTIAL-SINGLE-FAMILY) - SPECIAL USES

(1) General - None	
(2) Residential - None	
(3) Home Occupations	
a.	Home occupation; not otherwise listed
(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining	
l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
a.	Golf course; 18-hole regulation length (see also section 9-4-103)
a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
c(1).	Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None	
(8) Services	

d.	Cemetery
g.	School; junior and senior high (see also section 9-4-103)
h.	School; elementary (see also section 9-4-103)
i.	School; nursery and kindergarten (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 24-03

Applicant: Bill Clark Homes of Greenville, LLC

Property Information

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

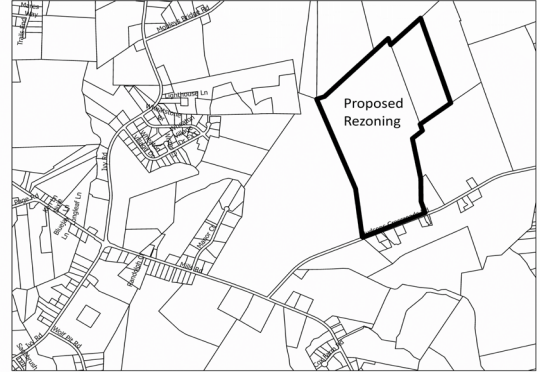
Proposed Zoning: R9S (Residential-Single-Family)

Current Acreage: 187.60 acres

Location: Hudson's Crossroad Rd, north of Mills Rd, east of Ivy Rd

Points of Access: Mills Rd via Hudson's Crossroad Road

Location Map



Transportation Background Information

1.) Mills Rd- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	2 lanes - paved shoulder	no change
Right of way width (ft)	60	no change
Speed Limit (mph)	55	no change
Current ADT:	4,265 (*)	
Design ADT:	15,300 vehicles/day (**)	15,300 vehicles/day (**)
Controlled Access	No	
Thoroughfare Plan Status:	Minor Thoroughfare	

Other Information: There are no sidewalks along Mills Rd that service this property.

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

Transportation Improvement Program Status:

Trips generated by proposed use/change

Current Zoning: 1,603 -vehicle trips/day (*) **Proposed Zoning: 4,951** -vehicle trips/day (*)

Estimated Net Change: increase of 3348 vehicle trips/day (assumes full-build out)
 (* - These volumes are estimated and based on an average of the possible uses permitted by the current and proposed zoning.)

Impact on Existing Roads

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

1.) Mills Rd , East of Site (30%): **“No build” ADT of 4,265**

Estimated ADT with Proposed Zoning (full build) – 5,750
 Estimated ADT with Current Zoning (full build) – 4,746
Net ADT change = 1,004 (21% increase)

2.) Mills Rd , West of Site (70%): “No build” ADT of 4,265

Estimated ADT with Proposed Zoning (full build) – 7,731

Estimated ADT with Current Zoning (full build) – 5,387

Net ADT change = 2,344 (44% increase)

Staff Findings/Recommendations

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 4951 trips to and from the site on Mills Rd, which is a net increase of 3348 additional trips per day.

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

RESIDENTIAL DENSITY CHART

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

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

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

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

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

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

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

Street trees may count toward the minimum acreage.

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

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

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

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

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

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

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

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

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

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



City of Greenville, North Carolina

Meeting Date: 05/09/2024

Title of Item: Ordinance requested by Hunter and Brett Hannaford to rezone 42.31 acres located along the eastern right-of-way of Dickinson Avenue Extension and 475+/- feet south of Dansey Road from RA20 (Residential-Agricultural) to R6S (Residential-Single-Family)

Explanation:

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on April 2, 2024.

On-site sign(s) posted on April 2, 2024.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on April 23, 2024

Public hearing legal advertisement published on April 27, 2024 and May 4, 2024.

Comprehensive Plan:

The Future Land Use and Character Map recommends traditional neighborhood, medium to high density (TNMH) along the southern right-of-way of Dickinson Avenue and west of Greens Mills Run transitioning to residential, low to medium density (LMDR).

Traditional Neighborhood, Medium-High Density

Primarily residential area featuring a mix of higher density housing types ranging from multi-family, townhomes, and small-lot single-family detached. They are typically located within a walkable distance to a neighborhood activity center.

Traditional neighborhoods should have a walkable street network of small blocks, a defined center and edges, and connections to surrounding development.

Intent:

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

Primary uses:

Multi-family residential

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

Secondary uses:

Institutional (neighborhood scale)

Residential, Low-Medium Density

Residential, low to medium density areas are primarily single-family developments arranged along wide, curvilinear streets with few intersections. Building and lot size range in size and density but tend to be highly consistent within a development with limited connectivity between different residential types and non-residential uses.

Intent:

- Provide better pedestrian and vehicular connectivity between residential developments
- Improve streetscape features such as consistent sidewalks, lighting, and street trees

Primary uses:

Single-family detached residential

Secondary uses:

Two-family residential

Institutional/civic (neighborhood scale)

Thoroughfare/Traffic Report Summary (Engineering Department):

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 1,792 trips to and from the site on Dickinson Avenue, which is a net increase of 613 additional trips.

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

History/Background:

In 1969, the property was zoned to its current zoning.

Existing Land Uses:

Farmland

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

The property drains to the Greens Mill Run Watershed (Tar River Basin). If stormwater rules apply, it would require 25-year detention, nitrogen and phosphorus reduction.

The property is not located in the Special Flood Hazard Area. No jurisdictional wetlands exist on the property. There may be jurisdictional streams and buffers on the property.

Surrounding Land Uses and Zoning:

North: RA20 – Woodland (under common ownership)

South: RA20 – Farmland

East: RA20 - Greenville Country Club

West: RA20 – Seven (7) single-family residences

Density Estimates:

Under the current zoning, the site could accommodate 115-125 single-family lots.

Under the proposed zoning, the site could accommodate 180-190 single-family lots.

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

Fiscal Note:

No cost to the City.

Recommendation:

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

Therefore, staff recommends approval.

The Planning and Zoning Commission voted unanimously to approve the request at its April 16, 2024 meeting.

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

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

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

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

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

ATTACHMENTS

- [Ordinance Hunter and Brett Hannaford Rezoning.pdf](#)
- [Text Excerpt Hunter and Brett Hannaford.pdf](#)
- [Hunter and Brett Hannaford APO Map.pdf](#)
- [Hunter and Brett Hannaford Rezoning Survey.pdf](#)
- [List of uses RA20 to R6S.pdf](#)
- [Hannaford Traffic Report.pdf](#)
- [Density and Veg Charts.pdf](#)

LOCATION: Located along the eastern right-of-way of Dickinson Avenue Extension and 475+/- feet south of Dansey Road.

DESCRIPTION: Being a tract of land lying and being situated in Greenville Township, Pitt County, N.C., bounded on the north by Hunter P. Hannaford Etal., on the east by Forbes Mill, LLC, on the south by Gaia Woods, LLC Etal., and on the west by Dickinson Avenue and being described by metes and bounds as follows:

Beginning at point located on the eastern right of way of Dickinson Avenue, at the northwestern corner of Gaia Woods, LLC Etal. property recorded in Deed Book 2153 Page 383; thence from the POINT OF BEGINNING with the eastern right of way of Dickinson Avenue N 24°01'16" E 560.06 feet to a point; thence with a curve to the right, having an arc length of 372.29 feet, a radius of 3769.72 feet, a chord bearing and length of N 26°51'02" E 372.14 feet to a point in the southern line of the Hunter P. Hannaford Etal property, reference Estate File 2008E-308; thence with the southern line of the Hunter P. Hannaford Etal. property S 69°37'18" E 228.01 feet to a point; thence S 62°07'48" E 163.04 feet to a point; thence S 63°37'49" E 400.00 feet to a point; thence S 60°22'49" E 191.50 feet to a point; thence S 58°22'49" E 148.00 feet to a point; thence S 52°02'49" E 107.40 feet to a point; thence S 72°37'49" E 145.00 feet to a point; thence S 70°07'49" E 172.30 feet to a point; thence S 69°37'49" E 137.50 feet to a point; thence S 57°42'49" E 208.50 feet to a point; thence S 77°37'49" E 162.40 feet to a point; thence S 72°37'49" E 58.00 feet to a point in the westerly line of the Forbes Mill, LLC property recorded in Deed Book 4025 Page 811; thence with the western property line of the Forbes Mill, LLC property S 33°17'27" W 157.89 feet to a point, the northwestern corner of the Forbes Mill, LLC property recorded in Deed Book 3301 Page 773 and Map Book 40 Page 167; thence with the westerly line of Forbes Mill, LLC property S 33°47'29" W 270.97 feet to a point; thence S 29°22'26" W 461.12 feet to a point, the northeastern corner of the Gaia Woods, LLC, Etal. property recorded in Deed 2153 Page 389; thence with the Gaia Woods, LLC Etal. Property line N 66°49'29" W 414.95 feet to a point, the northeastern corner of the Gaia Woods, LLC, Etal. property recorded in Deed 2153 Page 383, thence continuing with the northern property line of the Gaia Woods, LLC, Etal. property N 66°49'29" W 1073.93 feet to a point; thence N 65°48'17" W 522.72 feet to a point in the eastern right of way of Dickinson Avenue, which is the POINT OF BEGINNING, containing an area of 42.31 acres more or less and being all Pitt County Parcels 9605 and 9606, currently zoned RA20 and proposed to be rezoned to R6S, and further shown on a map by Rivers and Associates, Inc. drawing Z-2725, dated March 15, 2024, entitled Rezoning Map for Hunter & Brett Hannaford, Hannaford Family Farm, which by reference is made a part hereof.

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 9th day of May, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk
1193331

Excerpt from the draft Planning & Zoning Commission Minutes (04/16/24)

3. REQUEST HAS BEEN MADE BY HUNTER AND BRETT HANNAFORD TO REZONE 42.31 ACRES LOCATED ALONG THE EASTERN RIGHT-OF-WAY OF DICKINSON AVENUE EXTENSION AND 475+/- FEET SOUTH OF DANSEY ROAD FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO R6S (RESIDENTIAL-SINGLE-FAMILY).

Christopher Kelly, Planner I, presented on behalf of City Staff. The 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. The property is not located in the Special Flood Hazard Area. No jurisdictional wetlands exist on the property. There may be jurisdictional streams and buffers on the property. This request could generate a net increase of 613 trips on Dickinson Avenue. Under the current zoning (RA20), the site could accommodate 115-125 single-family lots. Under the proposed zoning (R6S), the site could accommodate 180-190 single-family lots. The Future Land Use and Character Map recommends traditional neighborhood, medium to high density (TNMH) at the subject property. In staff's opinion, the request is in compliance with the Future Land Use Plan and Character Map. Therefore, staff recommends approval.

Chair Brock opened the public hearing.

Jim Walker, River and Associates, spoke in favor of the request.

No one spoke in opposition of the request.

Chair Brock closed the public hearing and opened board discussion.

Motion made by Mr. West, seconded by Mr. Thomas, 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.

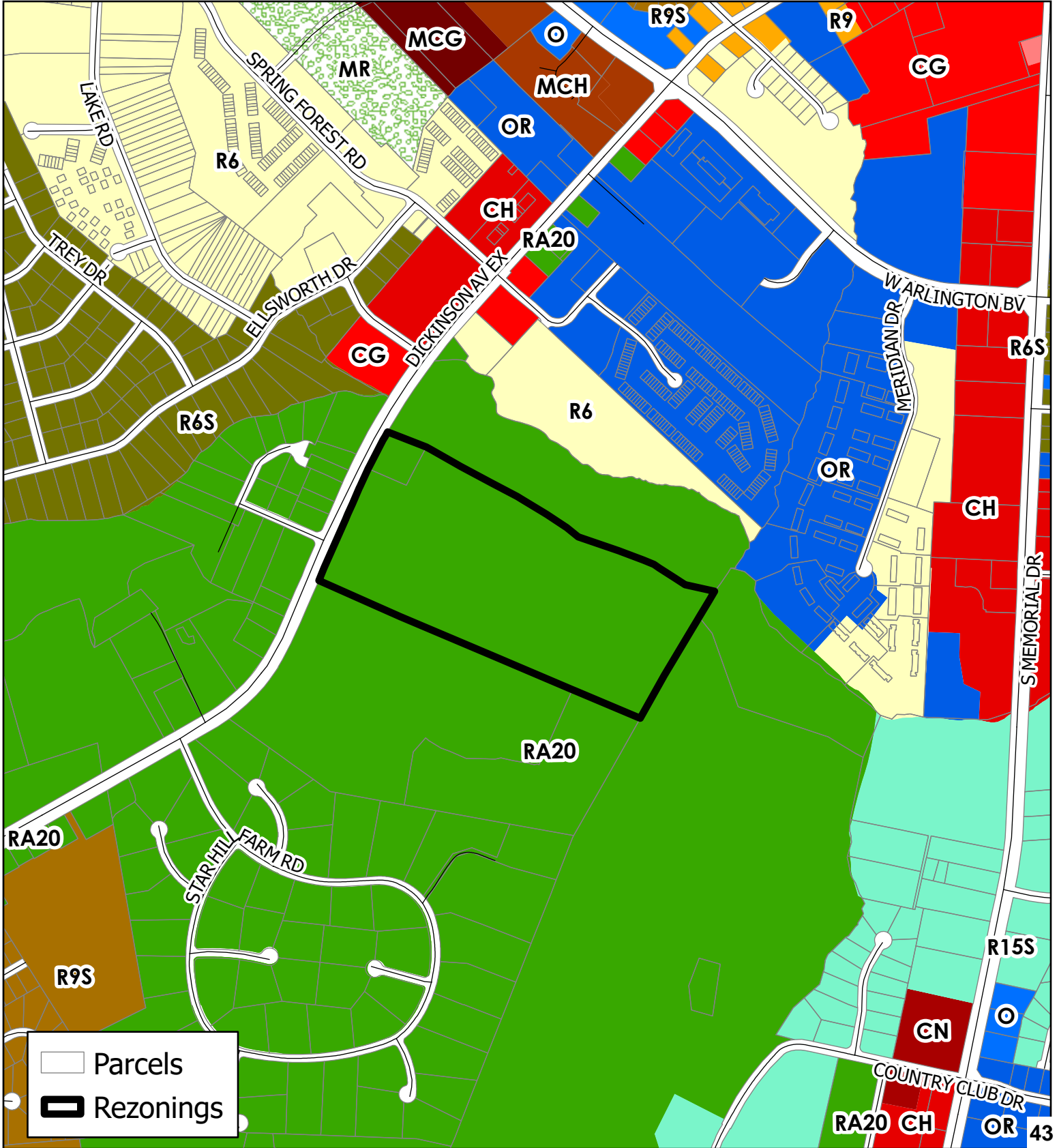
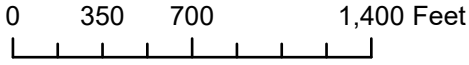
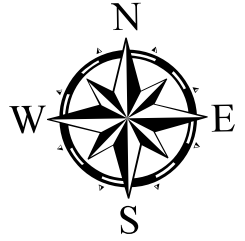
Hunter & Brett Hannaford

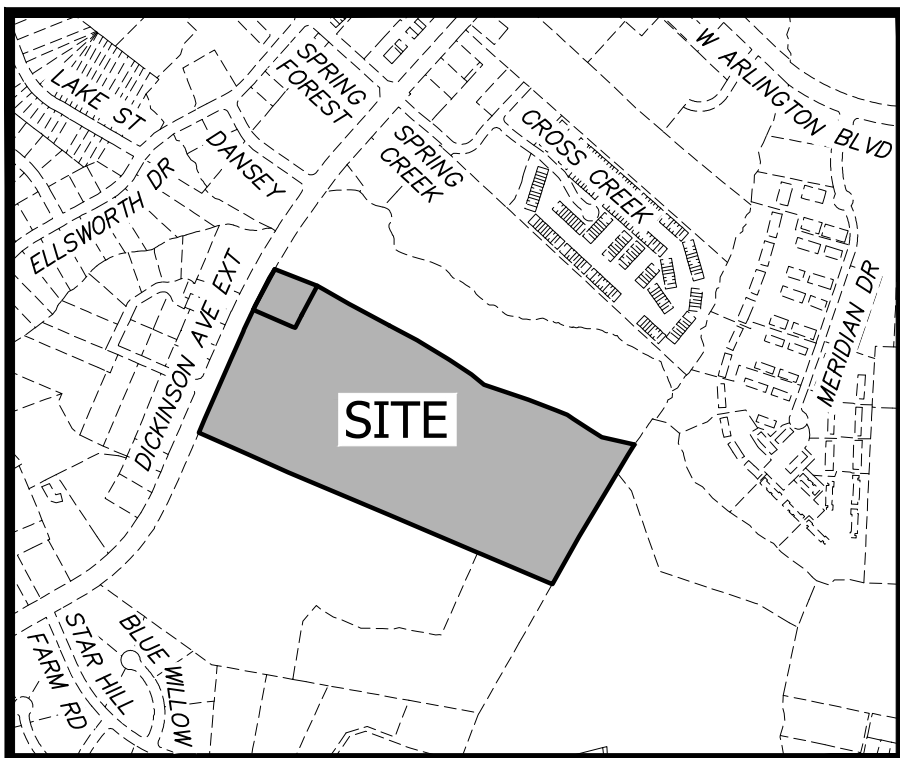
From: RA20

To: R6S

Acres: 42.31

April 16, 2024





Vicinity Map SCALE: 1" = 1000'

LEGEND

REZONING LINE	---
TAX PARCEL LINE	---
DEED LOT LINE	---
RIGHT OF WAY	---
PARCEL NUMBER	PN
MAP BOOK	M.B.
PAGE	PG.
DEED BOOK	D.B.
RIGHT OF WAY	R/W
SQUARE FEET	SF
ACRES	AC.
RURAL AGRICULTURAL	RA20
RESIDENTIAL SINGLE FAMILY	R6S
STATE HIGHWAY BOOK	S.H.B.
NOW OR FORMERLY	N/F
UNIT OWNERSHIP BOOK	U.O.B.
EXTENSION	EXT.

REFERENCES

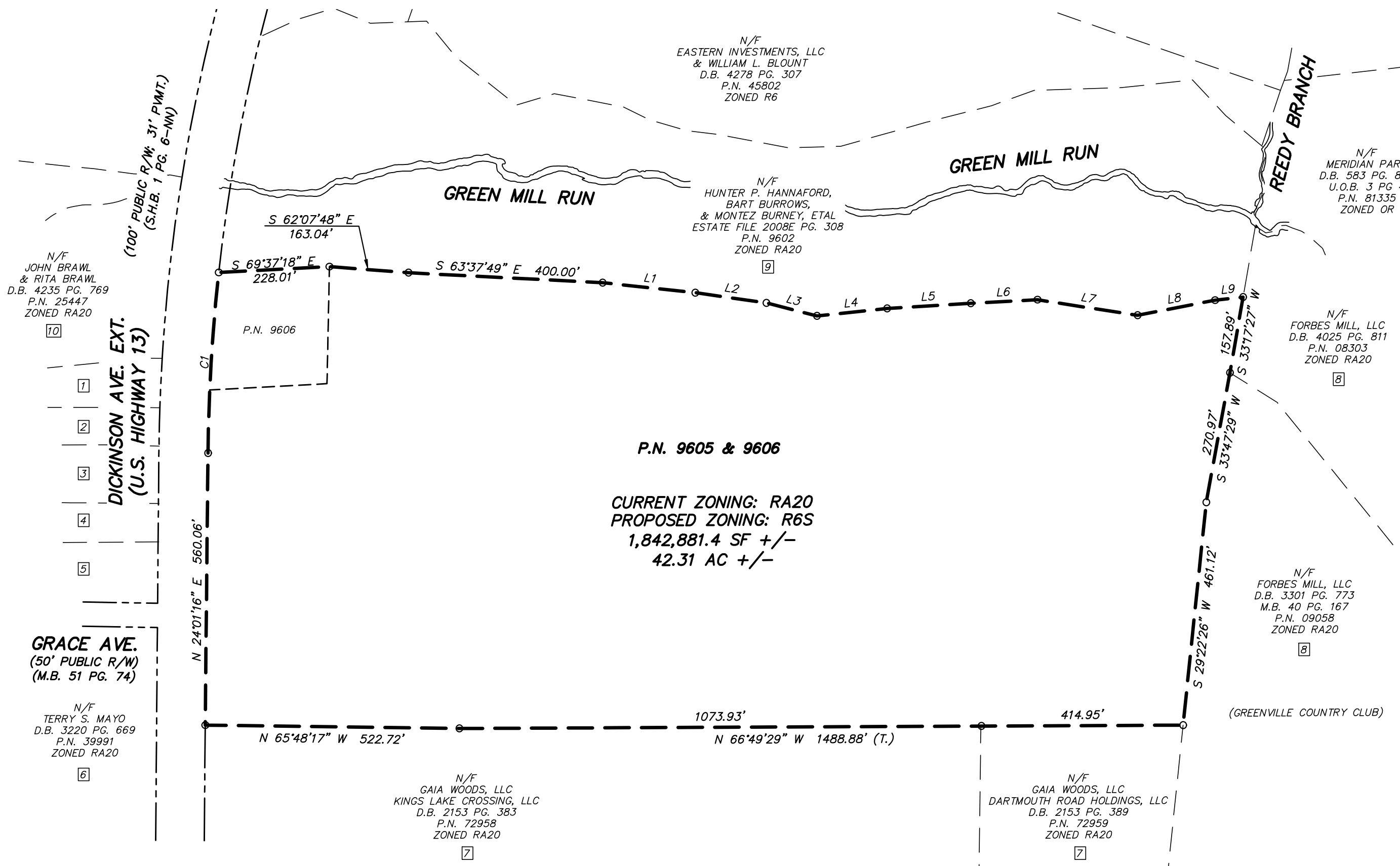
- P.N. 9602,9605, 9606
- D.B. V-32 PG. 783
- D.B. V-22 PG. 562
- D.B. N-44 PG. 590
- D.B. A-19 PG. 432
- D.B. 2229 PG. 445
- M.B. 4 PG. 22
- M.B. 40 PG. 167
- D.B. 1371 PG. 815 (GUC ESMT.)
- D.B. W-41 PG. 753 (GUC ESMT.)
- D.B. I-34 PG. 631 (NCDOT R/W)
- D.B. I-34 PG. 635 (NCDOT R/W)
- D.B. F-34 PG. 671 (NCDOT R/W)
- D.B. D-31 PG. 251 (GAS ESMT.)
- D.B. D-31 PG. 262 (GAS ESMT.)
- D.B. E-32 PG. 454 (GAS ESMT.)
- STATE HIGHWAY BOOK 1-6NN
- RIVERS DRAWING W-145
- RIVERS DRAWING Z-2373

NOTES

- AREA DETERMINED BY COORDINATES.
- ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
- NO POINT SET AT ANY CORNER UNLESS OTHERWISE NOTED.
- THIS MAP WAS PREPARED FOR REZONING PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY OF THE PROPERTIES SHOWN HEREON OR TO BE USED FOR SALES OR CONVEYANCE.
- FOR CLARITY, NO EXISTING EASEMENTS OR IMPROVEMENTS ARE BEING SHOWN. REFERENCE RIVERS & ASSOCIATES DRAWING W-4160 (MARCH 1, 2024) FOR EXISTING SITE CONDITIONS.
- EXISTING ZONING WAS TAKEN FROM PITT COUNTY ONLINE PARCEL INFORMATION SYSTEM WEBSITE ON MARCH 15, 2024.

PARCEL OWNER ADDRESS LIST

- | | | |
|----|--|---|
| 1 | P.N. 25448
ZONED RA20 | EMMA BROWN
& HENRY VICK
2911 TRIPP LANE
GREENVILLE, NC 27834 |
| 2 | P.N. 17509
ZONED RA20 | ROBERT JAMES BRAXTON
8724 FISHERS GREEN PLACE
CHESTERFIELD, VA 23832 |
| 3 | P.N. 2010
ZONED RA20 | JAMES BRINSON
& DINA BRINSON
2970 DICKINSON AVENUE EX
GREENVILLE, NC 27858 |
| 4 | P.N. 48579
ZONED RA20 | DANNY OANDASAN
& PRIMA B. OANDASAN
2980 DICKINSON AVENUE EX
GREENVILLE, NC 27834 |
| 5 | P.N. 14982
ZONED RA20 | EDGEFIELD FLORIDA PROPERTIES, LLC
AKA EDGEFIELD FL PROPERTIES, LLC
221 16TH STREET NW UNIT 2
ATLANTA, GA 30363 |
| 6 | TERRY S. MAYO
1801 GRACE AVENUE
GREENVILLE, NC 27834 | |
| 7 | GAIA WOODS, LLC
225 COUNTRY CLUB DRIVE
GREENVILLE, NC 27834 | |
| 8 | FORBES MILL, LLC
500 RED BANKS ROAD,
SUITE C
GREENVILLE, NC 27858 | |
| 9 | HUNTER P. HANNAFORD
BART BURROWS
& MONTEZ BURNEY, ETAL
2102 SOMERSET DRIVE N.
WILSON, NC 27893 | |
| 10 | JOHN BRAWL
& RITA BRAWL
2940 DICKINSON AVENUE EX
GREENVILLE, NC 27834 | |



P.N. 9605 & 9606
CURRENT ZONING: RA20
PROPOSED ZONING: R6S
1,842,881.4 SF +/-
42.31 AC +/-

REVISIONS:

REZONING MAP
HUNTER & BRETT HANNAFORD
HANNAFORD FAMILY FARM
GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: HUNTER P. HANNAFORD, ETAL
ADDRESS: 2102 SOMERSET DRIVE NORTH WILSON, NC 27893
PHONE: (704)-534-2135

Engineers
Planners
Surveyors
Landscape Architects

Rivers & Associates, Inc.
107 East Second Street
Greenville, NC 27858
(252) 752-4135
Since 1918

NC License: F-0334

SURVEYED	APPROVED
RB/JP	JMW
DRAWN	DATE
KB	3/15/24
CHECKED	SCALE
PH	1" = 200'

CERTIFICATION

I, PATRICK W. HARTMAN, PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM DEEDS AND OR MAPS AS REFERENCED HERON, AND DOES NOT REPRESENT A FIELD BOUNDARY SURVEY BY MYSELF OR RIVERS AND ASSOCIATES, INC.; I FURTHER CERTIFY PURSUANT TO G.S.47-30 (F)(11)d., THAT THIS SURVEY IS OF ANOTHER CATEGORY, REZONING MAP. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL ON THE 15TH DAY OF MARCH, 2024.

SIGNED: _____
PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER: L-4262

DATE: _____

NORTH CAROLINA PROFESSIONAL LAND SURVEYOR SEAL

PRELIMINARY
NOT FOR RECORDATION, SALES OR CONVEYANCES

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
CI	3769.72'	372.29'	372.14'	N 26°51'02" E

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 60°22'49" E	191.50'
L2	S 58°22'49" E	148.00'
L3	S 52°02'49" E	107.40'
L4	S 72°37'49" E	145.00'
L5	S 70°07'49" E	172.30'
L6	S 69°37'49" E	137.50'
L7	S 57°42'49" E	208.50'
L8	S 77°37'49" E	162.40'
L9	S 72°37'49" E	58.00'



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

c.	Home occupation; manicure, pedicure or facial salon
(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining	
b.	Greenhouse or plant nursery; including accessory sales
m.	Beekeeping; major use
n.	Solar energy facility
(6) Recreational/Entertainment	
a.	Golf course; 18-hole regulation length (see also section 9-4-103)
a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
c(1).	Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None	
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
d.	Cemetery
g.	School; junior and senior high (see also section 9-4-103)
h.	School; elementary (see also section 9-4-103)
i.	School; nursery and kindergarten (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
PROPOSED ZONING	
R6S (RESIDENTIAL-SINGLE-FAMILY) - PERMITTED USES	
(1) General	
a.	Accessory use or building
c.	On-premise signs per Article N
(2) Residential	
a.	Single-family dwelling
b(1).	Master Plan Community per Article J
f.	Residential cluster development per Article M
k.	Family care homes (see also 9-4-103)
q.	Room renting
(3) Home Occupations - None	
(4) Governmental	
b.	City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
g.	Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None	
(8) Services	

o.	Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
c.	Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
R6S (RESIDENTIAL-SINGLE-FAMILY) - SPECIAL USES	
(1) General - None	
(2) Residential - None	
(3) Home Occupations	
a.	Home occupation; not otherwise listed
d.	Home occupation; bed and breakfast inn
(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment	
a.	Golf course; 18-hole regulation length (see also section 9-4-103)
a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
c(1).	Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None	
(8) Services	
d.	Cemetery
g.	School; junior and senior high (see also section 9-4-103)
h.	School; elementary (see also section 9-4-103)
i.	School; nursery and kindergarten (see also section 9-4-103)
t.	Guest house for a college or other institution of higher learning
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 24-02

Applicant: Hunter & Brett Hannaford

Property Information

Current Zoning: RA20 (Residential-Agricultural)

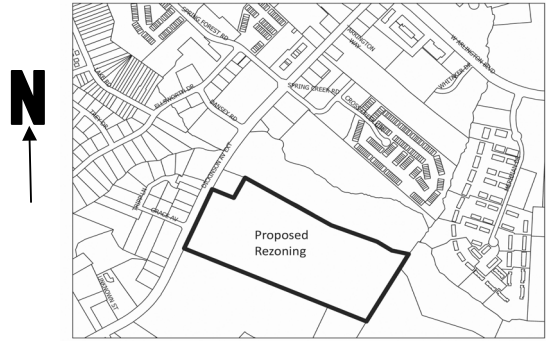
Proposed Zoning: R6S (Residential-Single-Family)

Current Acreage: 42.31 acres

Location: Dickinson Ave, south of Spring Forest Road

Points of Access: Dickinson Ave

Location Map



Transportation Background Information

1.) Dickinson Ave- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	2-lanes, paved shoulder	4-lanes with raised median
Right of way width (ft)	100	100
Speed Limit (mph)	45	
Current ADT:	18,200 (*)	
Design ADT:	13,300 vehicles/day (**)	39,700 vehicles/day (**)
Controlled Access	No	
Thoroughfare Plan Status	Major Thoroughfare	

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

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

Transportation Improvement Program Status:

Trips generated by proposed use/change

Current Zoning: 1,179 -vehicle trips/day (*) **Proposed Zoning:** 1,792 -vehicle trips/day (*)

Estimated Net Change: increase of 613 vehicle trips/day (assumes full-build out)

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

Impact on Existing Roads

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

1.) Dickinson Ave , North of Site (60%): “No build” ADT of 18,200

Estimated ADT with Proposed Zoning (full build) – 19,275
 Estimated ADT with Current Zoning (full build) – 18,907
Net ADT change = 368 (2% increase)

2.) Dickinson Ave , South of Site (40%): “No build” ADT of 18,200

Estimated ADT with Proposed Zoning (full build) – 18,917

Estimated ADT with Current Zoning (full build) – 18,672**Net ADT change = 245 (1% increase)****Staff Findings/Recommendations**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 1792 trips to and from the site on Dickinson Ave, which is a net increase of 613 additional trips per day.

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

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: 05/09/2024

Title of Item: Ordinance requested by Tom Jose to rezone 4.945 acres located along the southern right-of-way of Old Fire Tower Road and 220+/- feet east of Radford Drive from RA20 (Residential-Agricultural) to OR (Office Residential [High Density Multi-Family])

Explanation:

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on April 2, 2024.

On-site sign(s) posted on April 2, 2024.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on April 23, 2024

Public hearing legal advertisement published on April 27, 2024 and May 4, 2024.

Comprehensive Plan:

The Future Land Use and Character Map recommends office/institutional (OI) at the southwestern corner of the intersection of Old Fire Tower Road and County Home Road transitioning to residential, low to medium density (LMDR) towards the south.

Office/Institutional

These areas serve as a transition between more intense commercial areas and surrounding neighborhoods. The form of future development should take a more walkable pattern with shorter blocks, buildings near streets, shared parking, and

connections to surrounding development.

Intent:

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

Primary uses:

Office

Institutional/civic

Residential, Low-Medium Density

Residential, low to medium density areas are primarily single-family developments arranged along wide, curvilinear streets with few intersections. Building and lot size range in size and density but tend to be highly consistent within a development with limited connectivity between different residential types and non-residential uses.

Intent:

- Provide better pedestrian and vehicular connectivity between residential developments
- Improve streetscape features such as consistent sidewalks, lighting, and street trees

Primary uses:

Single-family detached residential

Secondary uses:

Two-family residential

Institutional/civic (neighborhood scale)

Thoroughfare/Traffic Report Summary (Engineering Department):

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 404 trips to and from the site on County Home Road, which is a net increase of 263 additional trips.

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

History/Background:

In 1989, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) as part of a large-scale ETJ extension and was zoned to its current zoning.

Existing Land Uses:

One (1) single-family residence

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

The property drains to the Fork Swamp Watershed (Neuse River Basin). If stormwater rules apply, it would require 25-year detention and nitrogen reduction.

The property is not located in the Special Flood Hazard Area. No jurisdictional wetlands, streams and riparian buffers exist on the property.

Surrounding Land Uses and Zoning:

North: RA20 – Two (2) single-family residences

South: R6 – Rosemont Apartments

East: OR - Woodland

West: RA20 – Seven (7) single-family residences

Density Estimates:

Under the current zoning, the site could accommodate 10-15 single-family lots.

Under the proposed zoning, the site could accommodate 60 multi-family units.

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

Additional Staff Comments:

The subject property is located in an area of RA20-zoned properties that are roughly bounded by properties that are zoned for high density multi-family development. While this area is recommended for office/institutional use on the Future Land Use and Character Map, the demand and/or need for office type uses is generally low. The requested zoning allows for office and/or multi-family development. In this instance, the requested zoning is in general compliance with the Future Land Use and Character Map.

Fiscal Note:

No cost to the City.

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

Therefore, staff recommends approval.

The Planning and Zoning Commission voted unanimously to approve the request at its April 16, 2024 meeting.

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

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

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

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

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

ATTACHMENTS

- [Ordinance Tom Jose Rezoning.pdf](#)
- [Text Excerpt Tom Jose.pdf](#)
- [Tom Jose APO Map.pdf](#)
- [Tom Jose Rezoning Map.pdf](#)
- [ListofUsesRA20toOR.pdf](#)
- [Tom Jose Traffic Report.pdf](#)
- [Density and Veg Charts.pdf](#)
- [Letter of Opposition.pdf](#)

LOCATION: Located along the southern right-of-way of Old Fire Tower Road and 220+/- feet east of Radford Drive.

DESCRIPTION: Being that certain tract or parcel of land lying and being situated in Winterville Township, Pitt County, North Carolina and being bounded on the north by Old Firetower Road (NCSR 2235); on the east by James J. Daniels and Agrivest, LLC; on the south by Rosemont 8, LLC; on the west by Melinda Underwood, Thomas M. Anthony, Robert L. Radford, and Clayton A. Self; and being more particularly described as follows:

Commencing at an existing iron pipe located in the southern right of way line of Old Firetower Road, said iron pipe being the northwestern corner of the property described herein and the northeast corner of the property of Thomas M. Anthony as described in Deed Book 2366, Page 36 and being the POINT OF BEGINNING; thence from said beginning point so establish along and with the southern right of way line of Old Firetower Road (NCSR 2235) along an arc having a chord bearing N 70°52'13" E 119.38 feet and a radius of 984.03 feet to the northwest corner of the James J. Daniels property as described in Deed Book 131, Page 61; thence leaving the right of way line of Old Firetower Road and following Daniels property line S 12°14'08" E 7.90 feet to an iron stake; thence continuing along the Daniels property line S 12°14'08" E 172.18 feet to an iron stake; thence N 78°19'25" E 120.24 feet to an iron pipe; thence leaving the Daniels property line and following the Agrivest, LLC property line as described in Deed Book 441, Page 448 S 12°00'42" E 179.18 feet to an iron pipe; thence S 12°00'42" E 611.68 feet; thence leaving the Agrivest, LLC line and following the Rosemont 8, LLC line as described in Deed Book 2392, Page 319 S 67°34'00" W 243.43 feet to the southeast corner of the Melinda Underwood property described in Deed Book 983, Page 846; thence leaving the Rosemont 8, LLC line and following the Underwood line N 12°00'38" W 185.92 feet to an iron pipe; thence N 12°00'38" W 182.97 feet to an iron pipe; thence N 12°00'38" W 182.91 feet to an iron pipe; thence N 12°00'38" W 158.14 feet to an iron pipe; thence N 12°00'38" W 24.92 feet to an iron pipe; thence N 12°00'38" W 49.78 feet to an iron pipe; thence N 12°00'38" W 214.42 feet to the POINT OF BEGINNING containing 4.945 acres. This description was prepared from information shown in Site Survey for Tom Jose prepared by Galloway Geospatial, PLLC (unrecorded) and has not been field surveyed by Ark Consulting Group, PLLC; all deeds and maps referenced herein are found at the Pitt County Cadastre.

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 9th day of May, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk
1193324

Excerpt from the draft Planning & Zoning Commission Minutes (04/16/24)

2. REQUEST BY TOM JOSE TO REZONE 4.945 ACRES LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF OLD FIRE TOWER ROAD AND 220+/- FEET EAST OF RADFORD DRIVE FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO OR (OFFICE RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]).

Christopher Kelly, Planner I, presented on behalf of City Staff. The property drains to the Fork Swamp Watershed (Neuse River Basin). If stormwater rules apply, it would require 25-year detention and nitrogen reduction. The property is not located in the Special Flood Hazard Area. No jurisdictional wetlands, streams and riparian buffers exist on the property. The requested zoning could generate a net increase of 263 trips per day. Under the current zoning (RA20), the site could accommodate 10-15 single-family lots. Under the proposed zoning (OR), the site could accommodate 60 multi-family units. Surrounding properties have similar. While the area is recommended for office/institutional uses on the Future Land Use and Character Map, the demand for office is generally low. The requested zoning allows for office and/ or multi-family development. In staff's opinion, in this instance, the requested zoning is in general compliance with the Future Land Use and Character Map. Therefore, staff recommends approval.

Chair Brock opened the public hearing.

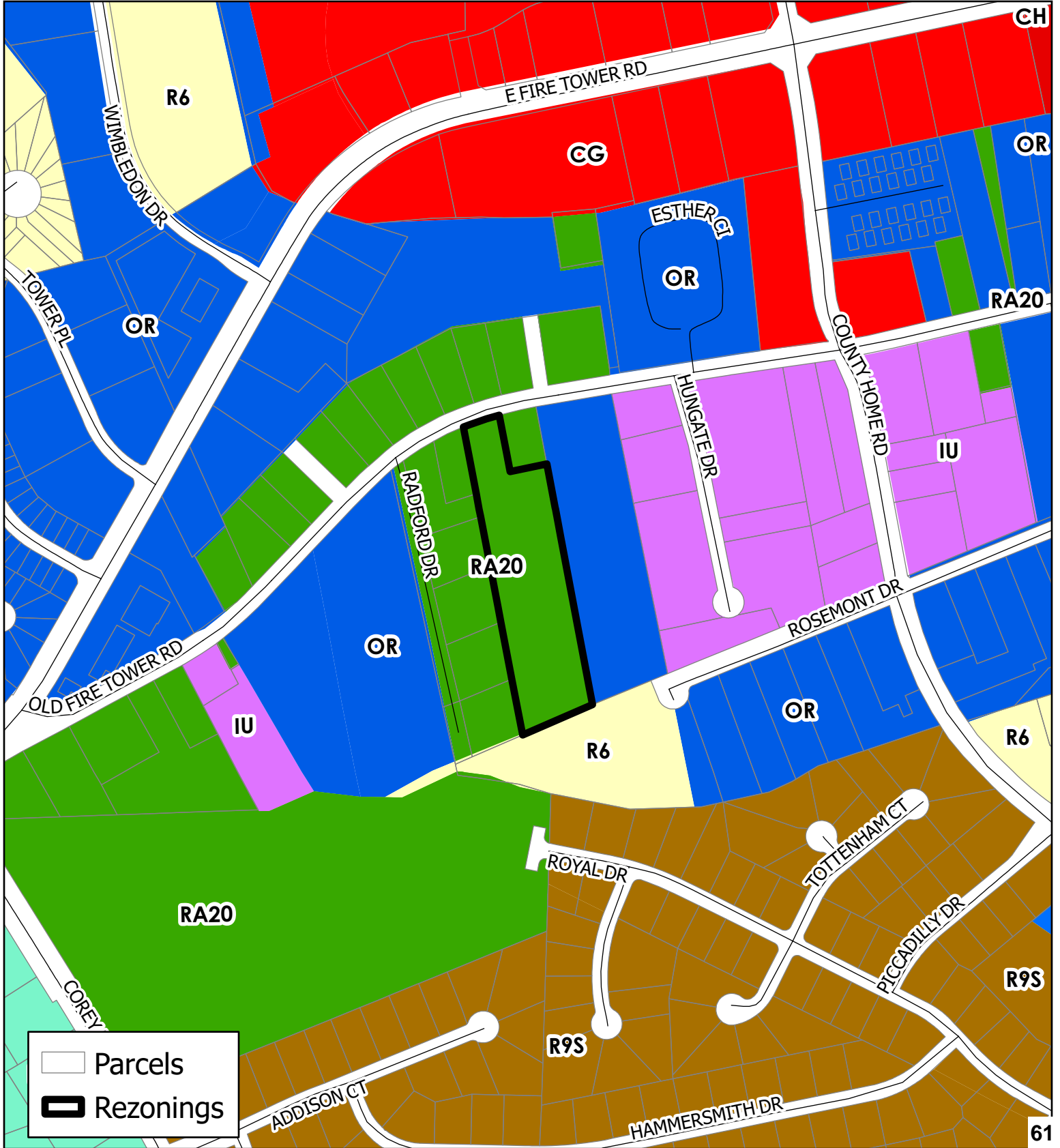
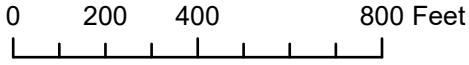
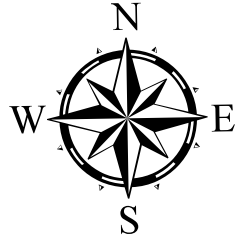
Scott Anderson, ARK Consulting Group, spoke in favor of the request.

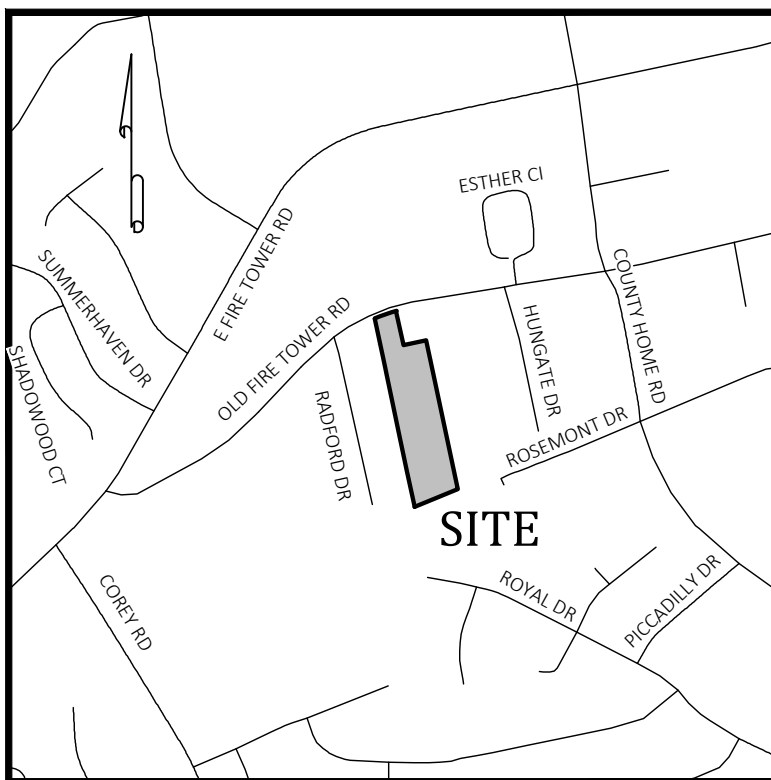
Clayton Self, homeowner, spoke in opposition of the request.

Chair Brock closed the public hearing and opened board discussion.

Motion made by Mr. West, seconded by Mr. Parker, 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.

Tom Jose
From: RA20
To: OR
Acres: 4.95
April 16, 2024





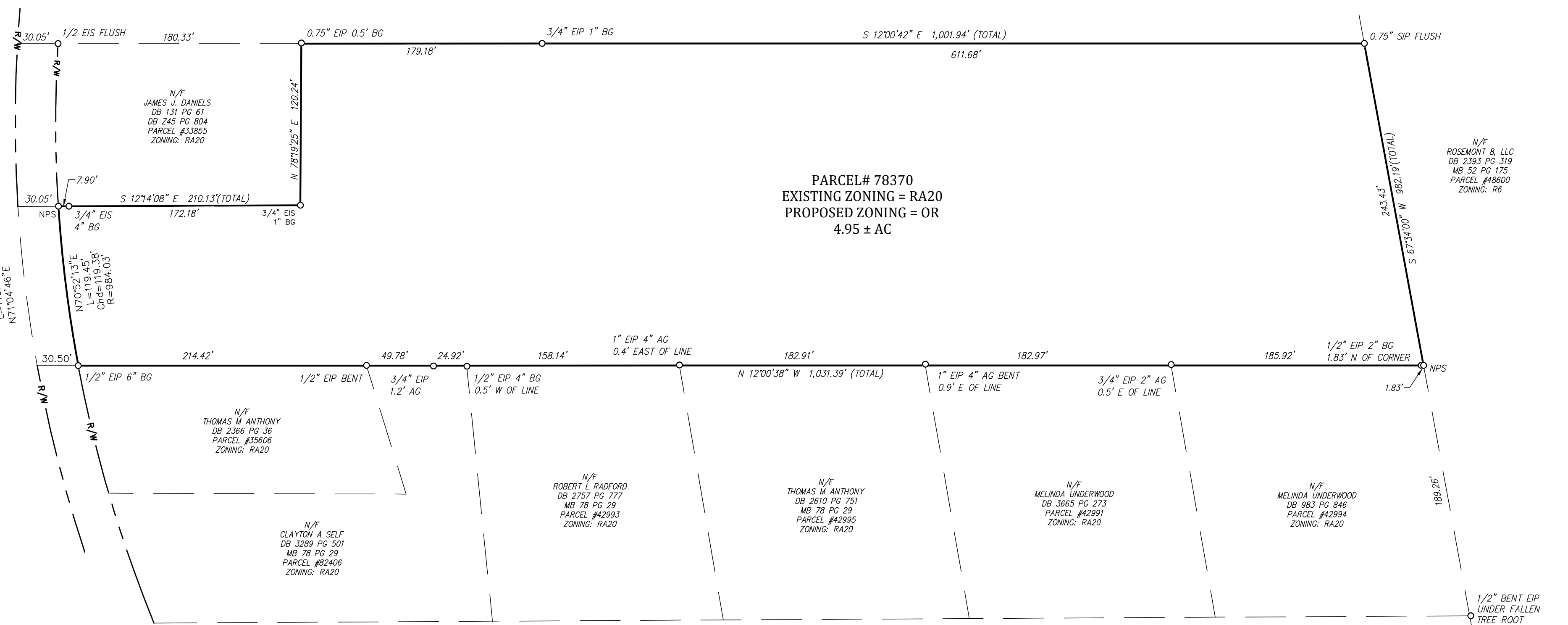
Vicinity Map
SCALE: 1" = 1,000'

BASIS OF BEARINGS
NC GRID NAD83 (NSRS 2011)

N/F
ACRIVEST, LLC
DB 4410 PG 448
MB 34 PG 148
LOT 5
PARCEL #09879
ZONING: OR

HISTORIC ROAD INFO: WHITE RD (SR 1708)
60' R/W
MB 34 PG 148
DB 245 PG 804

OLD FIRE TOWER RD (SR 2235)
60' R/W (PAVED)
MB 78 PG 29



PARCEL# 78370
EXISTING ZONING = RA20
PROPOSED ZONING = OR
4.95 ± AC

Legend

BOUNDARY LINE	---
ADJOINER LINE	---
IRON PROPERTY CORNER	○
EXISTING IRON PIPE	EIP
EXISTING IRON STAKE	EIS
NO POINT SET	NPS
0.75" SET IRON PIPE FLUSH	SIP
BELOW GRADE	BG
ABOVE GRADE	AG
DEED BOOK	DB
MAP BOOK	MB
PAGE	PG
RIGHT-OF-WAY	R/W
CENTERLINE	C/L
EXCLUDING	EXC
NOW OR FORMERLY	N/F
COMBINED SCALE FACTOR	CSF

References:

DB V33	PG 229
DB 2546	PG 190
DB 3783	PG 42
DB 4324	PG 598
DB 4410	PG 448
DB 4468	PG 95
MB 34	PG 148
MB 91	PG 69

Notes:

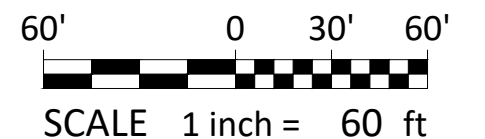
- AREA DETERMINED BY COORDINATES.
- THIS MAP WAS PREPARED FOR REZONING PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY OF THE PROPERTIES SHOWN HEREON.
- BOUNDARY INFORMATION SHOWN HEREON WAS DRAWN FROM SURVEY PREPARED BY GALLOWAY GEOSPATIAL, PLLC. FOR TOM JOSE DATED NOVEMBER 8, 2023 AND INFORMATION PROVIDED BY THE PITT COUNTY OPIS WEBSITE AND DOES NOT REPRESENT AN ACTUAL FIELD SURVEY BY THIS FIRM.
- THIS IS A REZONING REQUEST COMPOSITE BOUNDARY MAP OF PITT COUNTY TAX PARCEL NUMBER 78370.
- AS SHOWN ON FEMA FIRM NO 3720468600K DATED JULY 7, 2014; THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.

STATE OF NORTH CAROLINA, PITT COUNTY

I, J. DANTZLER WITHERS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM DEEDS AND MAPS OF RECORD AS REFERENCED HEREON AND THAT NO FIELD SURVEY WAS PERFORMED IN THE PREPARATION OF THIS COMPOSITE PLAT; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600) WITNESS MY HAND AND SEAL THIS 18TH DAY OF MARCH 2024.

J. DANTZLER WITHERS L-5508

PRELIMINARY PLAT -
NOT FOR
RECORDATION,
CONVEYANCES, OR
SALES



SCALE 1 inch = 60 ft

ARK CONSULTING GROUP ENGINEERS & SURVEYORS
www.arkconsultinggroup.com
2755-B Charles Blvd.
Greenville, NC 27858
(252) 558-0888

REZONING MAP FOR
TOM JOSE
PITT COUNTY PARCEL NO. 78370
CITY OF GREENVILLE, PITT COUNTY, NC

SCALE 1" = 60'	DATE March 18, 2024	SHEET 1 of 1
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EXISTING USES	
RA20 (RESIDENTIAL-AGRICULTURAL) - PERMITTED USES	
(1) General	
a.	Accessory use or building
c.	On-premise signs per Article N
(2) Residential	
a.	Single-family dwelling
b(1).	Master Plan Community per Article J
f.	Residential cluster development per Article M
k.	Family care homes (see also 9-4-103)
q.	Room renting
(3) Home Occupations - None	
(4) Governmental	
b.	City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
c.	Wayside market for farm products produced on-site
e.	Kennel (see also section 9-4-103)
f.	Stable; horse only (see also section 9-4-103)
g.	Stable; per definition (see also section 9-4-103)
h.	Animal boarding not otherwise listed; outside facility, as an accessory or principal use
i.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
g.	Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None	
(8) Services	
o.	Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
c.	Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
RA20 (RESIDENTIAL-AGRICULTURAL) - SPECIAL USES	
(1) General - None	
(2) Residential	
b.	Two-family attached dwelling (duplex)
g.	Mobile home (see also section 9-4-103)
n.	Retirement center or home
o.	Nursing, convalescent or maternity home; major care facility
o(1).	Nursing, convalescent or maternity home; minor care facility
(3) Home Occupations	
a.	Home occupation; not otherwise listed

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

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 24-04

Applicant: Tom Jose

Property Information

Current Zoning: RA20 (Residential-Agricultural)

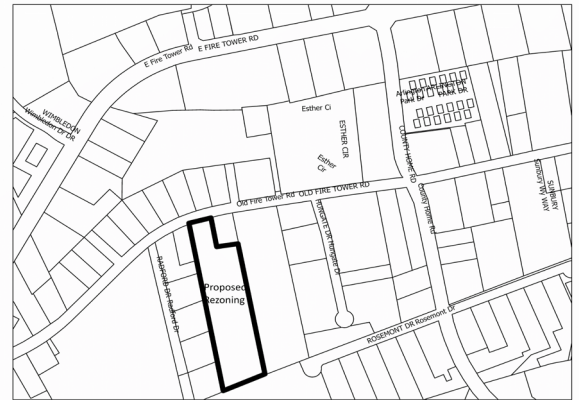
Proposed Zoning: OR (Office Residential)

Current Acreage: 4.945 acres

Location: Old Fire Tower Rd, west of County Home Rd

Points of Access: County Home Rd via Old Fire Tower Rd

Location Map



Transportation Background Information

1.) County Home Rd- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	2-lane - paved shoulder	no change
Right of way width (ft)	80	no change
Speed Limit (mph)	45	
Current ADT:	15,085 (*)	
Design ADT:	13,300 vehicles/day (**)	
Controlled Access	no	
Thoroughfare Plan Status	Minor Thoroughfare	
Other Information: There are no sidewalks along County Home Rd that service this property.		

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

Transportation Improvement Program Status:

Trips generated by proposed use/change

Current Zoning: 141 -vehicle trips/day (*) **Proposed Zoning: 404** -vehicle trips/day (*)

Estimated Net Change: increase of 263 vehicle trips/day (assumes full-build out)

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

Impact on Existing Roads

The overall estimated trips presented above are distributed based on current traffic patterns. The estimated ADTs on County Home Rd are as follows:

1.) County Home Rd , North of Site (70%): “No build” ADT of 15,085

Estimated ADT with Proposed Zoning (full build) – 15,368
 Estimated ADT with Current Zoning (full build) – 15,184
Net ADT change = 184 (1% increase)

2.) County Home Rd , South of Site (30%): “No build” ADT of 15,085

Estimated ADT with Proposed Zoning (full build) – 15,206

Estimated ADT with Current Zoning (full build) – 15,127**Net ADT change = 79 (<1% increase)****Staff Findings/Recommendations**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 404 trips to and from the site on County Home Rd, which is a net increase of 263 additional trips per day (over current zoning).

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

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.

Clayton Self

2201 Radford Drive
Greenville, NC 27858
(252) 312-7250
Clayton.a.self@gmail.com

20th April 2024

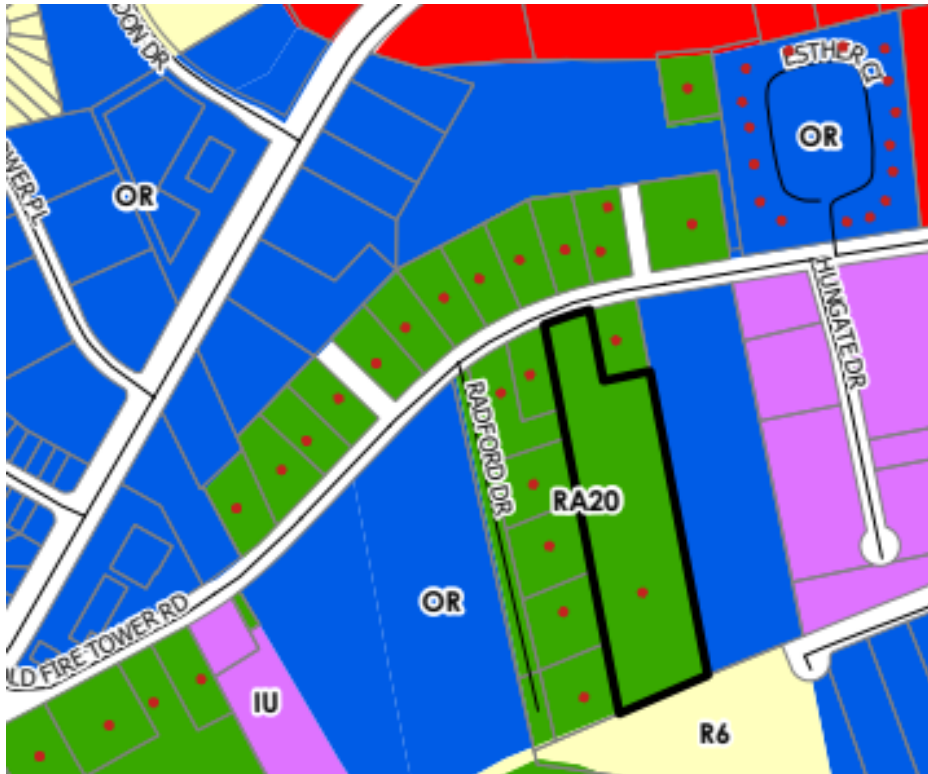
Greenville City Council

Dear Council Members,

I am writing to you as an adjacent property owner to the property on Old Firetower road being proposed for rezoning by petitioner Tom Jose. I am in opposition to the rezoning as the proposed rezoning will be in contrast to the current community and my property located directly adjacent to the proposed property. I feel like preserving the residential use and zoning of the current area is important for my community as a whole and would like to outline some of the reasons why as you consider my position.

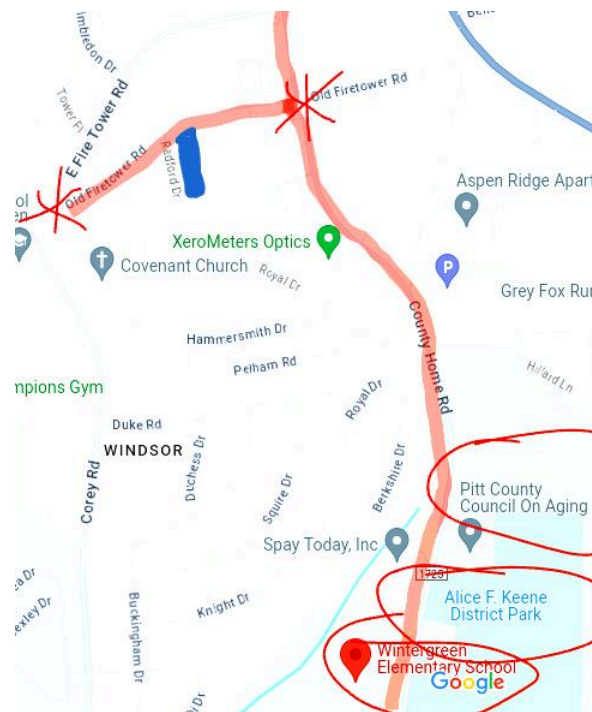
The zoning being proposed is to change the property at hand from residential (hereby referred to as RA20) to office/residential (will hereby be referred to as OR). Changing a property to OR would by definition taken from city planning documents change these areas to “serve as a transition between more intense commercial areas and surrounding neighborhoods”. Currently this area is surrounded by residential areas and encroaching into this area will allow the noise and congestion from less residential type properties to more closely abut my residential area that I call home. I have attached a map detailing how residential this current area is by denoting with a red dot how many

single family and mobile homes are nearby this proposed area to be rezoned. As you can see there are over 30 single family and mobile homes across and beside this area to be rezoned.



I have lived beside the proposed property for almost 10 years and have seen already the increased commercialization on Firetower road increase traffic at each end of Old Firetower Road. Per the proposition study prepared for the petitioner, traffic could increase by at least 263 trips a day down Old Firetower Road. An additional 263 vehicles a day going past 30+ homes where children play. These vehicles would then also likely increase traffic on County Home road as Old Firetower road is the nearest major intersection to a stretch of road which is home to 2 large schools, a park, farmers market, senior citizen complex, and where volunteers walk dogs for the local animal shelter. This area is already rife with congestion during school hours and increasing traffic downstream of this may impact the safety

of our school age children and senior citizens. Currently Old Firetower road has neither a stop light nor a 4 way stop at either end exiting to East Firetower Rd or County Home Rd. We all know that this can lead to traffic safety concerns and increasing the chance of traffic collisions at a major thoroughfare for school buses and senior citizens could have deadly consequences. Please consider that traffic data from NCDOT traffic counters indicate an already 17% increase in traffic from 2002-2022 in the vicinity of the Old Firetower Rd/ East Firetower Rd intersection and a whopping 21% increase in traffic at the County Home Rd intersection over the same time period. Please see attached map for context.



In addition to the important safety factors, we must consider the property value of the citizens who live and pay property taxes in this community. Given the zoning could allow for more commercial activities to infiltrate this area, it's possible that home values could be affected. More residential homogeneity in an area tends to command more stable and higher property values. For example, a home in a very

homogeneously residential area such as Langston Farms is appraised at 25% higher per square foot than those such as these that are having commercial areas encroach upon them. Given the recent reappraisal by the county of properties, allowing for more commercial zoning in this area of Old Firetower Road could drop property values before this is reflected in another reappraisal. This can lead us to paying higher taxes relative to our home's value. It's quite obvious that Pitt county is becoming more suburbanized with the construction of many developments, further underscoring that people tend to want their residence in a *residential* area, not an *office/residential* area. I implore you to consider the financial impacts this could have on 30+ homes given the typical 30 year investment some of these citizens have made with a mortgage.

I would like to wrap up why I am most concerned about this proposed rezoning. It is because in speaking with the planning department I have found out that other than zoning, there will be no further public or city council input on the eventual use of this land in my residential community. Per the planner I spoke with, while zoning changes require public forum, eventual site plans and end uses will be approved administratively (by the planning department office only). This means that as a citizen this is my only chance to express concern about what could eventually be built in my community. Per statute **any and all uses would and could be allowed in the new zoning type if changed** and would not be reviewed by city council or another elected official with citizens who live by it interests in mind. Even if the petitioner plans just for multi-family housing, we must consider that this would not be a binding proposal which is why **Title 9, Chapter 4, Article D of the Greenville City Code states that “in addition to other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed zoning districts”**. In summation saying that we must consider not a specific

proposal but the future possible uses that would be allowed in OR zoning and its possible detriment to the surrounding community. Some examples of things that could be built in the middle of my residential community include:

- Large office buildings
- Hospital or large medical complex
- Tattoo parlor
- Construction company
- And with special uses even these will be allowable...
 - Fraternity or sorority house
 - Hotel
 - Convention center

In closing I am hoping to ask you, city council, to consider the interests of your constituents as this is your last chance to oppose changes that could in effect change the character of my community. It will increase traffic and noise in my area. It will also effect our property values. And it will increase traffic and accidents on multiple major thoroughfares in the area that our children and senior citizens travel upon every day. Please oppose this change. Remember that once the zoning is approved, you will no longer have a chance to vote on its ultimate use which will undoubtedly be different than what is contained in the surrounding area. Feel free to use my contact information above should you have any questions and I certainly appreciate giving me your time to read and consider my position.

Sincerely,

Clayton Self, adjoining property owner



City of Greenville, North Carolina

Meeting Date: 05/09/2024

Title of Item: Ordinance requested by ECU Health to amend the Future Land Use and Character Map for 24.1521 acres from office/institutional (OI) and residential, high density (HDR) to medical transition (MT) for the property located along the eastern right-of-way of B's Barbeque Road and 550+/- feet southwest of Westover Drive

Explanation: **Comprehensive Plan:**

When property is requested to be rezoned, staff relies on Horizons: Greenville's Community Plan and the Future Land Use and Character Map as a basis for staff's opinion. This is a request to amend the City's Future Land Use and Character Map to designate the future land use for the subject property.

The Future Land Use and Character Map recommends residential, high density (HDR) at the northeastern corner of the intersection of MacGregor Downs Road and B's Barbeque Road transitioning to office/institutional (OI) to the north. Further, potential conservation and open space (PCOS) is shown along Schoolhouse Branch.

Current Land Use Category:

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)

Office/Institutional

These areas serve as a transition between more intense commercial areas and surrounding neighborhoods. The form of future development should take a more walkable pattern with shorter blocks, buildings near streets, shared parking, and connections to surrounding development.

Intent:

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

Primary uses:

Office

Institutional/civic

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.

Proposed Land Use Category:

Medical Transition

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

Intent:

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

Primary uses:

Commercial (small and large format)

Office

Secondary uses:

Institutional/civic

Current Conditions:

Currently, the property is vacant and is zoned R6 (high density multi-family).

Thoroughfare/Traffic Report Summary (Engineering Department):

Based on possible uses permitted by the requested land use, the proposed land use classification could generate 2,700 trips to and from the site on B's Barbeque Road, which is a net increase of 1,887 additional trips per day.

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

Surrounding Land Uses and Zoning:

North: MR - GUC Substation (City-owned)

South: MR - Mobile home park

East: MS - Vacant

West: R6 - Carter Ridge Subdivision

Density:

Under the current category, the site could accommodate 75,000+/- square feet of professional office.

Under the proposed category, the site could accommodate 75,000+/- square feet of medical office.

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

History:

On September 8, 2016, the City Council adopted Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

During 2015-2016, the Comprehensive Plan Committee (CPC) held nine meetings to update Horizons: Greenville's Comprehensive Plan. The CPC was comprised of representatives from eight city boards and/or commissions along with invited representation from East Carolina University, Vidant Medical Center, Uptown Greenville, the Home Builders Association, Pitt County Committee of 100, Greenville-Pitt County Chamber of Commerce, and Mayor and City Council Member appointees.

In addition to attendance by the appointed 24 CPC members, Community Partners were also invited to all Committee meetings to review drafts and provide input throughout development of the plan. The Community Partners invited to participate included representatives from various City of Greenville departments, the Town of Winterville, Pitt County Government (Planning Department), Pitt County Schools, Greenville Utilities Commission, and NCDOT. Presentations and summaries from the CPC meetings were posted online following each meeting at the project website.

In addition to these meetings, two open houses were held at the Convention Center and a 2-day workshop was held at the Willis Building.

All meetings, workshops, open houses, and public hearings were advertised in The Daily Reflector. All information related to CPC meetings was posted on the City's website.

The Horizons 2026 update was an important opportunity to study current trends and conditions, re-evaluate the community's priorities, and create a renewed vision for Greenville.

The comprehensive plan serves as a tool that expresses the values, aspirations, and vision of the community, along with goals, policies, and strategies to achieve that vision. It sets forth long-range planning in categories including transportation, housing, environment, and economic development, and weaves these elements through thematic topics.

Horizons 2009-2010 is the City's previous comprehensive plan, and prior plans were adopted in 2004, 1997, and 1992. There are several reasons the Horizons 2010 plan needed to be updated, including:

- Many of the action items have been accomplished;
- The population has grown and changed, resulting in new needs and demands;
- Local, regional, national, and global changes have resulted in a new social, economic, and environmental context; and
- New research and information have expanded the knowledge and thinking about community planning best practices.

During the November 16, 2015 and January 26, 2016 CPC meetings and the 2-day workshop, the draft Future Land Use and Character Map was specifically discussed.

At the 2-day workshop on November 4 and 5, 2015, the draft Future Land Use and Character Maps were presented to gather ideas, input, and comments from all interested parties.

At the January 25, 2016 CPC meeting, the principles discussed related to the draft Future Land Use and Character map were:

1. Infill and redevelopment are priorities
2. Quality design
3. Greater intensity of development in some locations
4. Create well-connected places
5. A vibrant Uptown
6. Create neighborhoods, maintain established ones
7. Protect natural features/amenities
8. Sustainable development practices

Similarities to the past plan:

1. Reduce "strip commercialization" emphasize nodal development

2. Incorporate mixed uses
3. Promote inter-connectivity
4. Create walkable (human-scale) developments

In conclusion, the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map are the result of a year-long process of CPC meetings, workshops, and open houses.

A public meeting was held by the Planning and Zoning Commission, and a public hearing was held by City Council.

On August 8, 2016, the Comprehensive Plan Committee voted unanimously to endorse the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

On August 16, 2016 the Planning and Zoning Commission voted unanimously to recommend approval of the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

On September 8, 2016, the City Council voted unanimously to approve the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

Fiscal Note: No cost to the City.

Recommendation: One of the guiding principles of the Comprehensive Plan Committee (CPC) was "sustainable development practices". The requested medical transition character still meets the intent of the plan. Staff is of the opinion that this request is promotes sustainable development practices and promotes the desired urban form.

In staff's opinion, the proposed Future Land Use and Character Map amendment fulfills the principles that guided the Comprehensive Plan Committee (CPC) and promotes the desired urban form.

Therefore, staff recommends approval.

The Planning and Zoning Commission voted unanimously to approve the request at its April 16, 2024 meeting.

ATTACHMENTS

- [Ordinance ECU Health FLUPM.pdf](#)
- [Text Excerpt ECU Health.pdf](#)
- [ECU Health APO Map.pdf](#)
- [ECU Health Traffic Report.pdf](#)

ORDINANCE NO. 24-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
AMENDING HORIZONS 2026: GREENVILLE'S COMMUNITY PLAN

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, 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 9th day of May, 2024, at 6:00 p.m., conduct a public hearing on the adoption of an ordinance amending the Future Land Use and Character Map for the following described territory;

WHEREAS, the Horizons 2026: Greenville's Community Plan was adopted on September 8, 2016, by the City Council by the adoption of Ordinance No. 16-055 and includes text and a Future Land Use and Character Map;

WHEREAS, the Horizons 2026: Greenville's Community Plan serves as the City of Greenville's comprehensive plan for zoning purposes and will from time to time be amended by the City Council; and

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

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

Section 1. The Future Land Use and Character Map is hereby amended by designating the subject property from office/institutional (OI) and residential, high density (HDR) to medical transition (MT) for 24.1521 acres located along the eastern right-of-way of B's Barbeque Road and 550+/- feet southwest of Westover Drive.

GENERAL DESCRIPTION: Lying and being situated in Falkland Township and being more particularly described as follows:

Beginning at an existing iron pipe in the eastern right of way line of B's Barbeque Road, said iron pipe being the southwest corner of the City of Greenville property recorded in Deed Book T48, Page 287 of the Pitt County Registry, thence leaving the southern right of way line of B's Barbeque Road and with the southern line of the City of Greenville property recorded in Deed Book T48, Page 287 of the Pitt County Registry and with the southern line of the John R. Roney, Etal property recorded in Deed Book D54, Page 563 of the Pitt County Registry S 56-34-00 E, 1196.05 feet to an existing axle; thence cornering and with the western line of the Pitt County Memorial Hospital, Inc. property recorded in Deed Book 1799, Page 508 of the Pitt County Registry S 24-41-31 W, 703.94 feet to an existing flat bar; thence cornering and with the northern line of the Pitt County Memorial Hospital, Inc. property recorded in Deed Book 1799, Page 508 of the Pitt County Registry N 67-58-24 W, 640.14 feet to an existing iron rod, said iron rod being

the northwest corner of the Pitt County Memorial Hospital, Inc. property recorded in Deed Book 1799, Page 508 of the Pitt County Registry and the northeast corner of the Teresa Lane Nichols property recorded in Deed Book 3554, Page 604 of the Pitt County Registry; thence continuing with the northern line of the Teresa Lane Nichols property recorded in Deed Book 3554, Page 604 of the Pitt County Registry N 65-26-04 W, 701.82 feet to an existing iron axle; thence continuing with the northern line of the Teresa Lane Nichols property recorded in Deed Book 3554, Page 604 of the Pitt County Registry N 65-26-04 W, 1.10 feet to a point in the eastern right of way line of B's Barbeque Road; thence with the eastern right of way line of B's Barbeque Road N 32-09-26 E, 29.18 feet; thence N 32-31-28 E, 65.63 feet; thence N 32-23-33 E, 75.57 feet; thence N 33-22-05 E, 48.65 feet; thence N 34-54-34 E, 69.53 feet; thence N 37-08-25 E, 49.88 feet; thence N 39-52- 49 E, 48.08 feet; thence N 43-55-51 E, 48.58 feet; thence N 47-12-35 E, 42.72 feet to the point of beginning and containing 24.1521 acres more or less.

Section 2. That the Director of Planning and Development Services is directed to amend the Future Land Use and Character 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 9th day of May, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk
1193353

Excerpt from the draft Planning & Zoning Commission Minutes (04/16/24)

6. REQUEST BY ECU HEALTH TO AMEND THE FUTURE LAND USE AND CHARACTER MAP FOR 24.1521 ACRES FROM OFFICE/INSTITUTIONAL (OI) AND RESIDENTIAL, HIGH DENSITY (HDR) TO MEDICAL TRANSITION (MT) FOR THE PROPERTY LOCATED ALONG THE EASTERN RIGHT-OF-WAY OF B'S BARBEQUE ROAD AND 550+/- FEET SOUTHWEST OF WESTOVER DRIVE.

Christopher Kelly, Planner I, presented on behalf of City Staff. This request could generate a net increase of 1,887 trips per day. Due to the number of trips, a Traffic Impact Analysis will most likely be required. The property is currently zoned R6. The Future Land Use and Character Map recommends office/institutional with a small portion of residential, high density at the subject property. The property could potentially yield 75,000+/- square feet of professional office. The request is to change the map to medical transition. This character is meant to offer a mix of related medical and institutional uses that service the Medical Core. Under medical transition, this request could yield 75,000+/- square feet of medical office. When the Horizons were last updated in 2016, a committee was established. There were the 8 guiding principles the committee used in reference to the Future Land Use and Character Map. In staff's opinion, the request for MT in this area is in keeping with sustainable development practices. Staff recommends approval.

Chair Brock opened the public hearing.

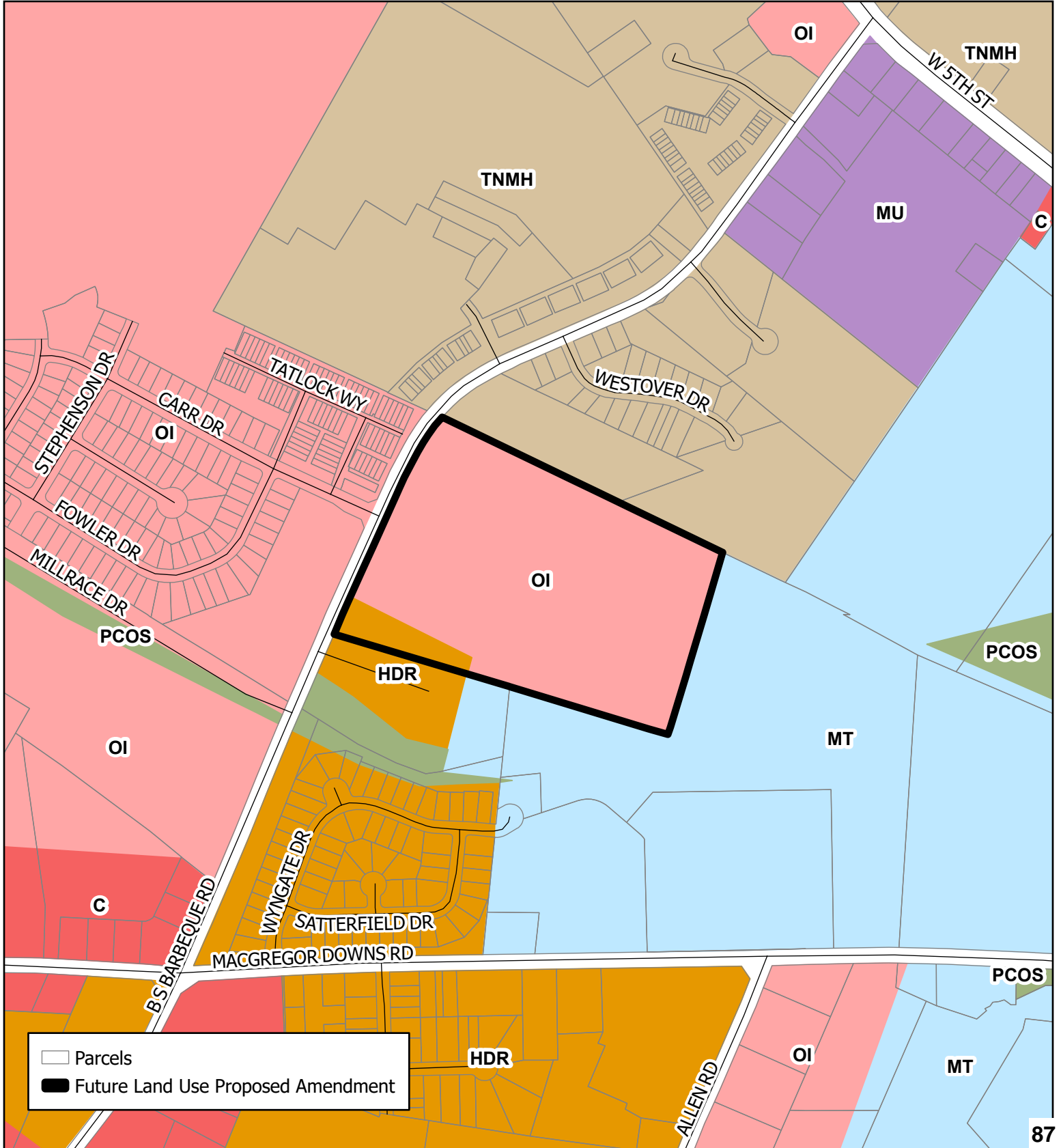
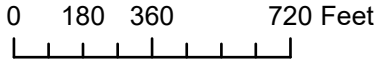
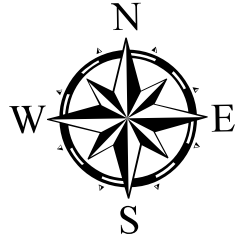
Bryan Fagundus, ARK Consulting Group, spoke in favor of the request.

No one spoke in opposition of the request.

Chair Brock closed the public hearing and opened board discussion.

**Motion made by Mr. Thomas, seconded by Mr. Parker, to recommend approval of the amendment.
Motion passed unanimously.**

ECU Health
From: OI & HDR
To: MT
Acres: 24.1521
April 16, 2024



LAND USE AMENDMENT THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 24-01

Applicant: ECU Health

Property Information

Current Use: Office and Institutional (OI) and Residential, High Density (HDR)

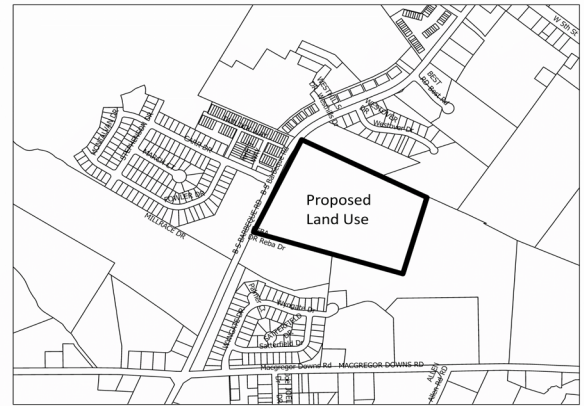
Proposed Use: Medical Transisiton (MT)

Current Acreage: 24.1521 acres

Location: B's BBQ Rd, north of MacGregor Downs Rd

Points of Access: B's BBQ Rd

Location Map



Transportation Background Information

1.) B's Barbeque Rd- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	2-lane - paved shoulder	3-lanes with curb & gutter, wide outside lanes
Right of way width (ft)	60	70
Speed Limit (mph)	45	
Current ADT:	4,057 (*)	
Design ADT:	13,300 vehicles/day (**)	14,300 vehicles/day (**)
Controlled Access	no	
Thoroughfare Plan Status	Minor Thoroughfare	

Other Information: There are no sidewalks along B's Barbeque Rd that service this property.

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

Transportation Improvement Program Status:

Trips generated by proposed use/change

Current Land Use: 813 -vehicle trips/day (*) **Proposed Land U: 2,700** -vehicle trips/day (*)

Estimated Net Change: increase of 1887 vehicle trips/day (assumes full-build out)

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

Impact on Existing Roads

The overall estimated trips presented above are distributed based on current traffic patterns. The estimated ADTs on B's Barbeque Rd are as follows:

1.) B's Barbeque Rd , North of Site (40%): “No build” ADT of 4,057

Estimated ADT with Proposed Land Use (full build) –	5,137
Estimated ADT with Current Land Use (full build) –	<u>4,382</u>
Net ADT change =	755 (17% increase)

2.) B's Barbeque Rd , South of Site (60%): "No build" ADT of 4,057

Estimated ADT with Proposed Land Use (full build) – 5,677

Estimated ADT with Current Land Use (full build) – 4,545**Net ADT change = 1,132 (25% increase)****Staff Findings/Recommendations**

Based on possible uses permitted by the requested land use, the proposed land use classification could generate 2700 trips to and from the site on B's Barbeque Rd, which is a net increase of 1887 additional trips per day (over current land use).

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



City of Greenville, North Carolina

Meeting Date: 05/09/2024

Title of Item:

Ordinance requested by the Planning and Development Services Department to amend Title 9, Chapter 4 by deleting the definition and standards for a modular data processing facility and by modifying the standards for data processing centers by increasing the separation distance between data processing centers to existing or approved schools, including but not limited to, public or private (kindergarten or nursery, elementary, junior and senior high), and daycare facilities (child or adult), and existing conforming single-family dwellings in any district to no closer than 3,400 feet as measured from the property line to property line, adding the hours of operation of 9 AM to 5 PM Monday through Friday, that no sound may exceed 30 (dB(A)) as measured at the property line and a sound study is required

Explanation:**Background:**

In January 2022, the City established definitions and standards for a modular data processing facility and a data processing center.

At the January 8, 2024 meeting, the City Council requested for the Planning and Development Services Department staff to provide a presentation on data processing centers and modular data processing facilities.

Staff's presentation included:

- Information on the City's current standards that were adopted in 2022
- Information on standards from other jurisdictions in North Carolina
- Potential impacts of repealing the standards
- Legal considerations
- Evaluation of and recommendation for next steps

At the April 8, 2024, City Council directed staff to initiate a text amendment to delete the definition and standards for modular data processing facilities and to modify certain standards for data process centers.

Modular Data Processing Facility

This text amendment will delete the following definition and standards:

Modular data processing facility. A building, dedicated space within a building,

or group of modular structures used to house a large group of computer systems and associated components, such as telecommunications and data processing systems, to be used for the remote storage, processing, or distribution of large amounts of data. Such facilities may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support operations. This definition shall not apply to data processing centers or where such facilities are accessory or incidental to another primary use.

9-4-103. Special Standards for Certain Specific Uses

(JJ) Modular data processing facility.

(1) Systems, equipment, and structures (excluding electric transmission lines and utility poles) shall not exceed 35 feet in height.

(2) All equipment and structures shall be a minimum of 100 feet from the boundary of the lot. Public street setback shall be in accordance with Section 9-4-94.

(3) Any electric wiring shall be located underground, except where wiring is brought together for interconnection to system components and/or the local utility power grid.

(4) Bufferyard "F" shall apply except where the property abuts public/private streets or railroad rights-of-way in which the bufferyard as set forth in Article G shall apply.

(5) No sound may exceed 65 (dB(A)) as measured from the property line when the adjoining property is a conforming residential use or within the following zoning districts: RA20 (Residential-Agricultural), R15S (Residential-Single-family), R9 (Residential), R9S (Residential-Single-family), R6 (Residential), R6A (Residential), R6N (Residential), R6S (Residential-Single-family), R6MH (Residential-Mobile Home), MR (Medical- Residential), OR (Office-Residential), O (Office), and CDF (Downtown Commercial Fringe), CG (General Commercial) and CH (Heavy Commercial). A sound study shall be required at the discretion of the Planning and Development Services Department Director or when this use is located within 250 feet of any of the above listed zoning districts except when the Planning and Development Services Department Director determines it not necessary. This shall be measured from property line to property line.

(6) No sound may exceed 75 (dB(A)) as measured from the property line when the adjacent property is zoned I (Industry), IU (Unoffensive Industry) PIU (Planned Unoffensive Industry) and PI (Planned Industry).

(7) The business owner shall provide a statement to the Planning and

Development Services Director from an acoustical consultant that the use complies with the sound levels as prescribed in this section by January 31 of every calendar year.

(8) Shall not be located within a 2,500-foot radius of an existing or approved school measured from property line to property line.

(9) Shall not be located within a 2,500-foot radius of an existing conforming single-family dwelling in any district as measured from property line to property line.

(10) Shall be located on no less than 35 acres.

(11) Signage shall be in accordance with Article N. Signs.

(12) No signage shall be permitted on the perimeter fence, with the exception of one sign not to exceed 32 square feet that shall display the name, address, and emergency contact information of the facility, as well as appropriate warning signs.

(13) No grid-connected data processing system shall be installed until evidence has been provided by the operator that installation of the system has been approved by the electrical utility provider. Off-grid systems shall be exempt from this requirement.

(14) All exterior lighting shall be designed and constructed with cutoff and fully shielded fixtures that direct light downward and into the interior of the property and away from adjacent roads and adjacent properties.

(15) Any structure or equipment associated with the facility that is not operated for a continuous period of 365 days shall be considered abandoned, and the city may require the owner to remove such structures and equipment within 90 days after notice from the city. If the abandoned structure or equipment is not removed within 90 days, the city may remove it and recover its costs from the owner, whether the facility is located within the city limits or not. If the owner of the abandoned structure or equipment cannot be located or is no longer in business, the requirements of this section shall be the responsibility of the landowner on whose property the structure or equipment is located.

Data Processing Center

Text that is "red" indicates proposed changes and text that is "red" indicates text to be deleted.

Definition:

Data processing center. A building or dedicated space within a building used to house a large group of computer systems and associated components, such as telecommunications and data processing systems, to be used for the remote

storage, processing, or distribution of large amounts of data. Such facilities may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support operations.

9-4-103. Special Standards for Certain Specific Uses

(KK) Data processing center.

(1) Systems, equipment, and structures (excluding electric transmission lines and utility poles) shall not exceed 35 feet in height.

(2) Any electric wiring shall be located underground, except where wiring is brought together for interconnection to system components and/or the local utility power grid.

~~(3) No sound may exceed 65 (dB(A)) as measured from the property line when the adjoining property is a conforming residential use or within the following zoning districts: RA20 (Residential-Agricultural), RI 5S (Residential-Single-family), R9 (Residential), R9S (Residential-Single-family), R6 (Residential), R6A (Residential), R6N (Residential), R6S (Residential-Single-family), R6MH (Residential-Mobile Home), MR (Medical-Residential), OR (Office-Residential), O (Office), and CDF (Downtown Commercial Fringe), CG (General Commercial) and CH (Heavy Commercial). A sound study shall be required at the discretion of the Planning and Development Services Department Director or when this use is located within 250 feet of any of the above listed zoning districts except when the Planning and Development Services Department Director determines it not necessary. This shall be measured from property line to property line.~~

(3) No sound may exceed 30 (dB(A)) as measured from the property line.

~~(4) No sound may exceed 75 (dB(A)) as measured from the property line when the adjacent property is I (Industry), IU (Unoffensive Industry) PIU (Planned Unoffensive Industry) and PI (Planned Industry).~~

~~(4) A sound study is required to determine that the operation of the entire facility can comply with 9-4-103(KK)(3).~~

(5) The business owner shall provide a statement to the Planning and Development Services Director from an acoustical consultant that the use complies with the sound levels as prescribed in this section by January 31 of every calendar year.

(6) Shall not be located within a ~~2,500~~ 3,400-foot radius of an existing or approved school, including but not limited to, public or private (kindergarten or nursery, elementary, junior and senior high), and daycare facilities (child or adult), as measured from property line to property line.

(7) Shall not be located within a ~~2,500~~ 3,400-foot radius of an existing

conforming single-family dwelling in any district as measured from property line to property line.

(8) Signage shall be in accordance with Article N. Signs.

(9) No grid-connected data processing system shall be installed until evidence has been provided by the operator that installation of the system has been approved by the electrical utility provider. Off-grid systems shall be exempt from this requirement.

(10) All exterior lighting shall be designed and constructed with cutoff and fully shielded fixtures that direct light downward and into the interior of the property and away from adjacent roads and adjacent properties.

(11) Any structure or equipment associated with the facility that is not operated for a continuous period of ~~three hundred sixty-five (365)~~ **one hundred eighty (180)** days shall be considered abandoned, and the City may require the owner to remove such structures and equipment within 90 days after notice from the City. If the abandoned structure or equipment is not removed within 90 days, the City may remove it and recover its costs from the owner, whether the facility is located within the city limits or not. If the owner of the abandoned structure or equipment cannot be located or is no longer in business, the requirements of this section shall be the responsibility of the landowner on whose property the structure or equipment is located.

(12) Data shall not be processed except between 9AM to 5PM Monday through Friday.

Recommendation:

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

Therefore, staff recommends approval.

The Planning and Zoning Commission voted unanimously to approve the request at its April 16, 2024 meeting.

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

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

Chapter 4, Growing the Economic Hub, Goal 4.3 A Stable & Resilient Economy. *Policy 4.3.1 Modernize and Diversify Local Economy. Support the growth of a variety of employment opportunities and businesses that diversify Greenville's economy and provide workers with a range of skill sets and training. Encourage business growth within incorporated areas to expand and diversify Greenville's tax base.*"

ATTACHMENTS

- [Ordinance_data_centers_.pdf](#)
- [Text_Excerpt_DataProcessingCenters_04162024.pdf](#)

ORDINANCE NO. 24-____
AN ORDINANCE AMENDING THE CITY CODE
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 6, Chapter 160D, of the General Statutes of North Carolina, caused a virtual 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 9th day of May, 2024, at 6:00 p.m., conduct a meeting and conduct a public hearing on the adoption of an ordinance amending the City Code;

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

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the applicable provisions of North Carolina General Statute 160D-605, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan, including, but not limited to, Horizons 2026: Greenville's Community Plan, Chapter 4, Growing the Economic Hub, Goal 4.3 A Stable & Resilient Economy. *Policy 4.3.1 Modernize and Diversify Local Economy. Support the growth of a variety of employment opportunities and businesses that diversify Greenville's economy and provide workers with a range of skill sets and training. Encourage business growth within incorporated areas to expand and diversify Greenville's tax base.*

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

Section 1. That Title 9, Chapter 4, Section 22, is hereby amended by deleting the following definition:

Modular Data Processing Facility. A building, dedicated space within a building, or group of modular structures used to house a large group of computer systems and associated components, such as telecommunications and data processing systems, to be used for the remote storage, processing, or distribution of large amounts of data. Such facilities may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support operations. This definition shall not apply to data processing centers or where such facilities are accessory or incidental to another primary use.

Section 2. That Title 9, Chapter 4, Appendix A: Table of Uses (8) Services, is hereby amended by replacing “uu. Modular Data Processing Facility” with “uu. Reserved”, deleting “5” in the cell under the column labeled “LUC#” and deleting the “P” in the columns labeled “PI”, “IU”, “PIU”, and “I”.

Section 3. That Title 9, Chapter 4, Section 103 (JJ) is hereby amended by deleting and replacing with the following:

“(JJ) Reserved”.

Section 4. That Title 9, Chapter 4, Section 103(KK) is hereby further amended by deleting and replacing with the following:

“(KK) *Data processing center.*

(1) Systems, equipment, and structures (excluding electric transmission lines and utility poles) shall not exceed 35 feet in height.

(2) Any electric wiring shall be located underground, except where wiring is brought together for interconnection to system components and/or the local utility power grid.

(3) No sound may exceed 30 (dB(A)) as measured from the property line.

(4) A sound study is required to determine that the operation of the entire facility can comply with 9-4-103(KK)(3).

(5) The business owner shall provide a statement to the Planning and Development Services Director from an acoustical consultant that the use complies with the sound levels as prescribed in this section by January 31st of every calendar year.

(6) Shall not be located within a 3,400-foot radius of an existing or approved school, including but not limited to, public or private (kindergarten or nursery, elementary, junior and senior high), and daycare facilities (child or adult), as measured from property line to property line.

(7) Shall not be located within a 3,400-foot radius of an existing conforming single-family dwelling in any district as measured from property line to property line.

(8) Signage shall be in accordance with Article N. Signs.

(9) No grid-connected data processing system shall be installed until evidence has been provided by the operator that installation of the system has been approved by the electrical utility provider. Off-grid systems shall be exempt from this requirement.

(10) All exterior lighting shall be designed and constructed with cutoff and fully shielded fixtures that direct light downward and into the interior of the property and away from adjacent roads and adjacent properties.

(11) Any structure or equipment associated with the facility that is not operated for a continuous period of one hundred eighty (180) days shall be considered abandoned, and the City may require the owner to remove such structures and equipment within 90 days after notice from the City. If the abandoned structure or equipment is not removed within 90 days, the City may remove it and recover its costs from the owner, whether the facility is located within the city limits or not. If the owner of the abandoned structure or equipment cannot be located or is no longer in business, the requirements of this section shall be the responsibility of the landowner on whose property the structure or equipment is located.

(12) Data shall not be processed between 9AM to 5PM Monday through Friday.

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

Section 6: Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

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

ADOPTED this 9th day of May, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1193347

Excerpt from the draft Planning & Zoning Commission Minutes (04/16/24)

5. REQUEST BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT TO AMEND TITLE 9, CHAPTER 4 BY DELETING THE DEFINITION AND STANDARDS FOR A MODULAR DATA PROCESSING FACILITY AND BY MODIFYING THE STANDARDS FOR DATA PROCESSING CENTERS BY INCREASING THE SEPARATION DISTANCE BETWEEN DATA PROCESSING CENTERS TO EXISTING AND APPROVED SCHOOLS, AND THE LIKE, AND CONFORMING SINGLE-FAMILY DWELLINGS TO NO CLOSER THAN 3,400 FEET, ADDING THE HOURS OF OPERATION OF 9AM TO 5PM MONDAY THROUGH FRIDAY, THAT NO SOUND MAY EXCEED 30 (DB(A)) AS MEASURED AT THE PROPERTY LINE AND A SOUND STUDY IS REQUIRED.

Les Everett, Director of Planning and Development Services, presented on behalf of City Staff. On January 24, 2022, the city adopted an ordinance to establish definitions and standards for modular data processing facilities and data processing centers. At the March 11, and April 8, 2024 City Council meetings, City Staff provided a presentation on the City's standards for modular data processing and data processing centers and also included standards for other jurisdictions in North Carolina. Staff also provided potential modifications to the existing standards. Tonight's request consists of the following: delete the definition and standards for modular data processing facilities and modify the standards for data processing centers, such as, separation distance, sound levels, hours of operation, and timeframe for abandonment of operations. Self-contained data processing centers are located within a building. Modular data processing facilities are when the computers and servers are in containers many times they are shipping containers. "Data processing center" does not apply when data processing is accessory or incidental to a primary use. Currently, the separation of data processing centers is: shall not be located within a 2,500-foot radius of an existing or approved school and/or single-family dwelling measured from property line to property line. The proposed request for separation of data processing centers is: shall not be located within a 3,400-foot radius of an existing or approved school, including but not limited to, public or private (kindergarten or nursery, elementary, junior and senior high), and daycare facilities (child or adult) and/or single-family dwelling measured from property line to property line. The current sound standards state that sound shall not exceed 65 (dB(A)) at the property line when adjacent to any zoning district other than industrial zoning; and shall not exceed 75 (dB(A)) at the property line when adjacent to any industrial zoning. A sound study can be required by the Director of Planning and Development Services. The proposed modification to sound standards is that no sound may exceed 30 (dB(A)) as measured from the property line and a sound study is required to determine that the operation of the entire facility can comply with the above 30 (dB(A)) sound limit. Currently, there are no time restrictions included in the ordinance. The proposed modification to only allow data to be processed between 9AM to 5PM Monday through Friday. Currently, any structure or equipment associated with the facility that is not operated for a continuous period of 365 days shall be considered abandoned. The proposed modification is to decrease the amount of time to 180 days. Staff recommends approval of the request as it is in compliance with Horizons 2026: Greenville's Community Plan, Chapter 4, Growing the Economic Hub, Goal 4.3 A Stable & Resilient Economy. *Policy 4.3.1 Modernize and Diversify Local Economy. Support the growth of a variety of employment opportunities and businesses that diversify Greenville's economy and provide workers with a range of skill sets and training. Encourage business growth within incorporated areas to expand and diversify Greenville's tax base.*

Chair Brock opened the public hearing.

No one spoke in favor of the request.

Molly Holdeman, Research Analyst, spoke in opposition of the request. I am grateful that Greenville City Council and the Planning Commission are revisiting the crypto mining ordinances. The citizens of Greenville still say no to crypto. Our desire is for you to recommend banning crypto mining, altogether. I'm concerned by the incomplete

and often incorrect information that planning staff has been providing. Examples include: equating conversational tone to the noise of a crypto mine, stating that Greenville has the strictest ordinances for crypto in North Carolina - see Henderson County, and stating that the counties that have bans or restrictions on crypto did not have zoning or comprehensive land use plans. There are at least nine North Carolina counties with bans or restrictions. The only county that I'm aware of that does not have zoning is Cherokee. Staff cannot juggle apples to oranges, apples and oranges and then cherry pick when to compare them or when to contrast them. It doesn't matter how big or how small, how rural or urban, whether they have zoning or comprehensive land use plans or not. The purpose as stated in Greenville's City Code states: these regulations are adopted to promote development of the land within the City and within the extra-territorial area of the city in a manner which will best promote the health, safety and general welfare of the people. The bottom line is that while it may be illegal to ban a legal business, it is not illegal to ban something that harms the public and the environment.

Vice Chair Faison stated that you mentioned the dangers of the data processing centers and the crypto mining. What do you think the dangers are?

Ms. Holdeman stated the ordinances were put in place for Compute North, which was a crypto mining company. That facility was a 150-megawatt facility that would have taken up about 45% of GUC's electric grid. This would have increased electricity bills. It is also loud and would have run 24 hours a day.

Carlos White, citizen, spoke in opposition of the request. I remember coming to a City Council meeting some while ago for an unrelated issue, and there were elderly people with signs saying, "no to crypto". These are elderly people that cannot keep coming back to different meetings for the same issue. I would like for the board to consider that when you are making your decision tonight.

Hap Maxwell, citizen, spoke in opposition of the request. I was serving on the Planning and Zoning Commission when we had the text amendment come before us. When we made our vote that night, I believe there was a lot more information that was not presented. Cryptocurrency operations require maximum electricity and the loud noises from the big fans that are required to keep the machines cool. Whatever we can do to keep these facilities from coming to Greenville, we should do.

Mark Parker, citizen, spoke in opposition of the request. I oppose crypto. I agree with the restrictions that are being considered tonight. How many people have ever had a mosquito buzz in their ear? That is 39 decibels. Imagine something louder than that constantly. Can you sleep when there's a mosquito in your ear? Imagine something louder than that, constantly. So I am opposed to crypto, but I support the changes because at least it would make it more restrictive for that type of business to come. It was going to be a drain on the power grid environmental. We need the community, we need our municipal governments, and we need everything to work together and unfortunately, we're seeing everything is always scattered apart.

Bobby Weatherly, citizen, spoke in opposition of the request. I am going to speak to three injustices associated with crypto in Pitt County: power consumption, environmental impact, and the economic injustice.

Susan Redding, citizen, spoke in opposition of the request. I am a retired healthcare provider. I have lived in Greenville since 1989. We have to look at the health impact. A lot of our energy is coming from fossil fuels and its making an impact on our health. Some health implications are air and noise pollution. We just want to prevent a disaster.

Ann Maxwell, citizen, spoke in opposition of the request. We understand the petition that is in front of you. We just don't want any opportunity for cryptocurrency to come in the City.

Lisa Tyson, citizen, spoke in opposition of the request. Chantae Gooby referred to data processing centers as crypto. If you make any kind of revisions, you are still talking about crypto.

Martina Christie, citizen, spoke in opposition of the request. I just got back from Carney, Nebraska, and there they have had a big modular with about 30 different modules. Now that they are out of business, all the computers and fans are now an eyesore. Crypto is a bad idea.

Chair Brock closed the public hearing and opened board discussion.

Motion made by Mr. Woodmansee, seconded by Mr. Parker, 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.

Motion made by Mr. Woodmansee, seconded by Mr. Thomas, to advise City Council to create a definition for cryptocurrency to differentiate between cryptocurrency and other data processing businesses. Motion passed unanimously.



City of Greenville, North Carolina

Meeting Date: 05/09/2024

Title of Item: 2024-2025 Annual Action Plan Public Hearing

Explanation: As a requirement of receiving Community Development Block Grant (CDBG) and HOME Investment Partnerships funds, the City must prepare an Annual Action Plan for each year of its 2023-2027 Consolidated Plan. The Annual Action Plan outlines planned activities and funding amounts.

The Community Development Division of the Neighborhood and Business Services Department is in the process of identifying activities for the 2024-2025 fiscal year, the second year of the five-year Consolidated Plan.

The following are the projects which staff proposes to deliver to the community:

1. New Construction
2. Rental Development
3. Home Rehabilitation
4. Down Payment Assistance
5. Non-profit Support
6. Acquisition and Demolition of Substandard Structures

On April 4, 2024 and April 10, 2024, the Community Development Division of the Neighborhood and Business Services Department hosted community meetings for feedback on the proposed Annual Action Plan and use of funds.

Fiscal Note: Exact funding amounts have not been awarded, and it is standard practice to use the current year award amount as a baseline for the upcoming allocation. As a result, the City anticipates receiving approximately \$885,960 in CDBG funds and approximately \$551,080 in HOME funds to allocate toward proposed activities.

Recommendation: Staff recommends holding the Annual Action Plan public hearing for approval of the plan by City Council.

ATTACHMENTS

[Draft_AAP_2024__1_.DOCX](#)



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2024-2025 DRAFT ANNUAL ACTION PLAN

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2024-2025 Annual Action Plan (AAP) is the second of the City of Greenville's 2023-2027 Five-Year Consolidated Plan. The AAP is a requirement of the Department of Housing and Urban Development (HUD) as a condition of receiving funding under certain federal programs. The goal of this plan is to identify the community's priorities related to housing and community development for primarily low- and moderate-income citizens, characterized by being at, or below, 80% of the area median income (AMI). Included are strategies, resources, and partnerships the community expects to leverage to address identified needs.

The Annual Action Plan serves as the City of Greenville's application for federal funding for the following grant programs:

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

The City leverages other federal, state, and local resources to support community development efforts prioritizing decent, affordable housing. The additional programs allow for energy efficiency improvements for owner-occupied units, down payment assistance for homebuyers, and other program and administration necessities.

These additional funding sources include:

- American Rescue Plan Act (APRA)
- Greenville Utilities Commission Energy Efficiency
- General Fund

The Community Development Division of the Neighborhood & Business Services Department administers and supports the aforementioned programs and related activities. Available activities range from neighborhood-specific to citywide initiatives with the overall aim to create and preserve affordable housing and neighborhood revitalization.

2. Summarize the objectives and outcomes identified in the Plan

Please refer to the tables located on pages 13-22 in this plan. These tables summarize and describe our goals for the 2024-2025 funding year. Anticipated outcomes are also identified.

3. Evaluation of past performance

During the 2023-2024 year, the Community Development Division continued programs to address decent, affordable housing citywide and within the West Greenville Redevelopment Area. Development of Lincoln Park and Arlington Trace promise additional affordable units for homebuyers and renters alike. These activities are funded by HOME funding to address the need for affordable housing.

Ongoing programs, such as the owner-occupied rehabilitation, continued to serve citizens citywide and stabilized families and expansion of public services with the support of CDBG dollars.

4. Summary of Citizen Participation Process and consultation process

The City of Greenville continues to acknowledge the importance of citizen participation in developing activities for each upcoming year. Public input was encouraged in developing the 2024-2025 Annual Action Plan by holding public meetings in the spring with a public hearing scheduled during a City Council meeting.

Copies of the Draft Plan were made available to the Affordable Housing Loan Committee members and general public by way of the City of Greenville website, public libraries, and Community Development Division office. In addition, public meetings were held where citizens could comment at the following dates and locations:

Date	Location	Event
April 4	City Hall @ 6pm	Public Meeting
April 10	City Hall Council Chambers @ 4 pm	Affordable Housing Loan Committee Meeting
May 9	City Hall Council Chambers @ 6pm	Public Hearing during City Council meeting.

5. Summary of public comments

The Draft 2024-2025 Annual Action Plan will continue to receive public comments through May 9, 2024. All comments will be included in the Draft Plan as an attachment.

6. Summary of comments or views not accepted and the reasons for not accepting them

No written comments received by the City have been rejected during the public participation process. All comments will be reviewed and considered before submission.

7. Summary

The City of Greenville is committed to meeting and, when possible, exceeding federal requirements for citizen participation by holding multiple public meetings throughout the city in both the fall and spring as an opportunity for community input prior to the adoption of the Annual Action Plan. A public hearing in each season is held to provide citizens and City Council members an opportunity to engage and comment as well. Public hearings and a public meeting are aired on television to increase accessibility. An electronic copy is made available on the City's website and for stakeholders upon request. Paper copies of the Plan are located in the Community Development Division office, at Sheppard Memorial and Carver Libraries, and City community centers. Other paper copies can be made upon request.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
Lead Agency		Greenville	
CDBG Administrator	Greenville	Neighborhood & Business Services/Community Development Division	
HOPWA Administrator	N/A		
HOME Administrator	Greenville	Neighborhood & Business Services/Community Development Division	
HOPWA-C Administrator	N/A		

Table 1 – Responsible Agencies

Annual Action Plan Public Contact Information:

Renee Skeen
 Program Manager
 rskeen@greenvillenc.gov
 252-329-4487

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

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(l))

The City of Greenville has continued, strengthened, and implemented various initiatives to improve coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies. This involves collaborative efforts with Pitt County Government, Community Crossroads Center, and Greenville Housing Authority. These initiatives aim to foster partnerships, streamline communication channels, and enhance access to vital services for residents in need centered around housing. Examples include advocating for sustained housing through rental assistance, providing support for case management and promoting self-sustainability. Through these coordinated efforts, the City seeks to address the diverse needs of its community more effectively and promote holistic well-being among its residents.

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 has deepened its engagement in coordinating with the Continuum of Care (CoC) to address the needs of homeless individuals and families. This coordination involves participation in case management, resource identification, and facilitating access to various support services. To provide immediate assistance, the City has allocated funding for emergency shelter solutions, including utilizing hotel/motel accommodations to offer temporary housing for homeless families. This approach ensures that vulnerable populations have a safe place to stay while more sustainable housing solutions are being pursued.

Moreover, the City has implemented initiatives to incentivize developers to allocate housing units for at-risk families. By partnering with developers and offering incentives such as subsidies, the City encourages the creation of affordable housing options tailored to the needs of homeless individuals and families. This strategy aims to expand the housing supply Low-Income Housing Tax Credit subsidies and increase accessibility for those at risk of homelessness.

Through these collaborative efforts with the Continuum of Care, the City of Greenville strives to address homelessness comprehensively, providing both immediate relief and long-term solutions to ensure the well-being and stability of its residents.

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

In Greenville, we prioritize deepening participation in coordinated entry processes to ensure efficient and equitable allocation of resources for housing and social services. To achieve this, we actively consult with the Continuum(s) of Care serving our area. These collaborations are integral to determining how to allocate Emergency Solutions Grants (ESG) funds effectively. We work together to develop performance standards and evaluate outcomes of projects and activities assisted by ESG funds, ensuring accountability and effectiveness.

Moreover, our consultation extends to developing funding, policies, and procedures for the operation and administration of Homeless Management Information Systems (HMIS). By engaging with Continuum(s) of Care, we enhance coordination, data sharing, and program integration, ultimately strengthening our efforts to address homelessness and housing instability in Greenville.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

The City of Greenville values collaboration and engagement in all its community development endeavors, especially in matters as crucial as housing. Our efforts to address these issues involve a diverse array of agencies, groups, organizations, and stakeholders within the community.

First and foremost, we work closely with housing agencies at the local and state levels. This includes organizations such as the Greenville Housing Authority and Community Crossroads, which play a pivotal role in providing affordable housing solutions and ensuring equitable access to shelter for all residents. Additionally, we collaborate with state-level housing such as the North Carolina Housing Finance Agency, which provides valuable resources, funding, and guidance to support our initiatives.

Beyond housing-specific entities, we engage with a wide range of social service agencies that play integral roles in supporting our community members. These include organizations focused on homelessness prevention, mental health services, substance abuse treatment, employment assistance, and more. By collaborating with these agencies, we aim to address the root causes of housing instability and provide holistic support to individuals and families in need.

Our consultations with these agencies and entities are comprehensive and ongoing. We prioritize open communication and collaboration to ensure that our policies and initiatives are informed by the expertise and insights of those directly impacted by housing and social service challenges. This collaborative approach allows us to develop solutions that are both effective and responsive to the diverse needs of our community.

In addition to formal agencies and organizations, we also value input from grassroots community groups, advocacy organizations, faith-based institutions, and concerned citizens. Their perspectives and experiences enrich our understanding of local needs and help shape our strategies for addressing housing and social service issues.

Overall, the City of Greenville is committed to fostering partnerships and collaborations that strengthen our community and improve the quality of life for all residents. Through ongoing consultation and engagement with housing, social service agencies, and other stakeholders, we strive to create inclusive and sustainable solutions that address the needs of our diverse population.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City of Greenville prioritizes citizen participation in all aspects of decision-making, including our efforts to address affordable housing. We engage citizens through a variety of channels, including public meetings, social media platforms, and Affordable Housing Loan Committee meetings.

Public meetings serve as vital forums for citizens to voice their concerns, share insights, and provide feedback on proposed initiatives and policies related to affordable housing. These meetings are advertised widely to ensure broad participation from diverse segments of the community.

In addition to traditional in-person gatherings, we leverage social media platforms to reach a wider audience and facilitate ongoing dialogue. Through platforms like Facebook, Twitter, and Instagram, citizens can stay informed about upcoming meetings, share their perspectives, and connect with city officials and fellow residents.

Furthermore, our Affordable Housing Loan Committee meetings provide an avenue for citizens to directly engage with decision-makers and contribute to the allocation of resources for affordable housing projects. These meetings are transparent and accessible, allowing citizens to understand the decision-making process and provide input on funding priorities.

Overall, citizen participation has played a crucial role in shaping our goals and strategies for addressing affordable housing needs in Greenville. By actively soliciting input and feedback from citizens through public meetings, social media, and committee engagements, we ensure that our initiatives are responsive to the diverse needs and perspectives of our community.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

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	885,960	30,000	0	915,960	2,747,880	
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	551,080	1,200,000	0	1,751,080	1,653,240	

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Greenville leverages a combination of federal, state, and local resources to support affordable housing development and enhance the impact of our programs. Federal funds serve as a catalyst, attracting additional investment from private, state, and local sources. We strategically allocate federal funds to projects and initiatives that align with our community's housing priorities, maximizing their leverage potential.

To further amplify our impact, we utilize federal funds to satisfy matching requirements for state and local grants, thereby unlocking additional resources for affordable housing development. This approach not only maximizes the utilization of federal dollars but also fosters collaboration and partnership among various stakeholders.

Moreover, the City provides administrative support to efficiently manage programs and ensure compliance with funding requirements. By streamlining administrative processes and investing in capacity-building efforts, we enhance our ability to effectively utilize resources and deepen our impact on addressing housing affordability challenges within Greenville.

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 continues to explore the utilization of publicly owned land to address the pressing need for affordable housing within our jurisdiction. Projects like the Lincoln Park neighborhood serve as a blueprint for leveraging City-owned properties to develop affordable housing initiatives. Through strategic partnerships with developers and community stakeholders, we aim to repurpose underutilized City-owned land to create affordable housing opportunities that meet the diverse needs of our residents. This approach aligns with our commitment to equitable development and improving access to safe and stable housing for all members of our community.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide for Owner Occupied Housing Rehabilitation	2024	2025	Affordable Housing	Citywide West Greenville NRSA	Affordable Housing Preservation & Development Reduction of Slum & Blight	CDBG: \$543,768	Homeowner Housing Rehabilitated: 16 Household Housing Unit
2	Provide Public Services	2024	2025	Non-Housing Community Development	Citywide	Expansion of Available Public Services	CDBG: \$137,394	
3	Acquisition & Demolition of Substandard Property	2024	2025	Affordable Housing Non-Housing Community Development	West Greenville NRSA	Reduction of Slum & Blight	CDBG: \$35,000	Buildings Acquired:2 Buildings Demolished: 2
4	Admin	2024	2025	Affordable Housing Non-Housing Community Development	Citywide		CDBG: \$177,192 HOME: \$55,108	
5	Increase Homeownership	2024	2028	Affordable Housing	Citywide West Greenville NRSA	Affordable Housing Preservation & Development	HOME- \$1,695,972	New Construction: 1 house DPA- 4 families Rental Units- 80

Table 3 – Goals Summary

Goal Descriptions

1	Goal Name	Provide for Owner Occupied Housing Rehabilitation
	Goal Description	The City will provide for owner occupied housing rehabilitation through rehabilitation in LMI and Revitalization areas and LMI households.
2	Goal Name	Increase Affordable Rental Housing Opportunities
	Goal Description	The City will increase affordable rental housing opportunities through the construction of rental housing citywide through development partnerships
3	Goal Name	Reduce Slum & Blight in Residential Areas
	Goal Description	The City will reduce slum & blight in residential LMI and Revitalization areas through the demolition of dilapidated or severely damaged buildings to create opportunities for affordable housing development
4	Goal Name	Increase Homeownership Opportunities
	Goal Description	The City will increase homeownership opportunities through adding new homeowner housing in LMI areas and direct financial assistance to LMI homebuyers. The City will also provide direct financial assistance to qualified households.
5	Goal Name	Provide Permanent Supportive Housing for Homeless
	Goal Description	The City will provide permanent supportive housing for homeless individuals and households.
6	Goal Name	Provide Vital Services for LMI Households
	Goal Description	The City will provide vital services for LMI households. These public services will expand upon and include emergency and critical services that will respond the needs of city residents.

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects

#	Project Name
1	CDBG: Program Administration
2	CDBG: Rehabilitation
3	CDBG: Acquisition
4	CDBG: Public Services
5	HOME: Program Administration
6	HOME: CHDO Reserve Activities
7	HOME: Down Payment Assistance Program
8	HOME: Rental Development

Table 4 - Project Information

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 major obstacle to addressing the underserved needs is the lack of available funding to serve all the areas of the city.

AP-38 Project Summary

Project Summary Information

1	Project Name	CDBG: Program Administration
	Target Area	Center City Revitalization Area West Greenville NRSA
	Goals Supported	Provide for Owner Occupied Housing Rehabilitation Increase Affordable Rental Housing Opportunities Reduce Slum & Blight in Residential Areas Increase Homeownership Opportunities Provide Vital Services for LMI Households
	Needs Addressed	Affordable Housing Preservation & Development Reduction of Slum & Blight Addressing Homelessness Improvements to Public Facilities & Infrastructure Expansion of Available Public Services
	Funding	CDBG: \$177,192
	Description	Staff salary, planning, and administrative service delivery costs for implementing the Community Development Block Grant programs. This project and related activities will be funded through CDBG funds as well as local general revenue support.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A

	Location Description	Citywide administration of the CDBG program.
	Planned Activities	Program administration of the CDBG program in Greenville.
2	Project Name	CDBG: Rehabilitation
	Target Area	Center City Revitalization Area West Greenville NRSA
	Goals Supported	Provide for Owner Occupied Housing Rehabilitation Reduce Slum & Blight in Residential Areas
	Needs Addressed	Affordable Housing Preservation & Development
	Funding	CDBG: \$543,768
	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 a decent, safe, and sanitary living environment. Program costs incurred may include demolition, construction, permitting fees, surveying, lead abatement, credit reports and closing costs. This activity will target owner-occupied homeowners only. Qualified candidates for assistance include homeowners with annual incomes below eighty percent (80%) of the median area income as defined by HUD.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Number of units rehabilitated: 16
	Location Description	Citywide rehab of owner occupied housing for qualified homeowners.
	Planned Activities	Rehabilitation activities to eliminate all code violations and provide a decent, safe, and sanitary living environment to 6 qualified homeowners with annual incomes below eighty percent (80%) of the median area income as defined by HUD.

3	Project Name	CDBG: Acquisition
	Target Area	West Greenville NRSA
	Goals Supported	Provide Supportive Services for Special Needs Provide Vital Services for LMI Households
	Needs Addressed	Expansion of Available Public Services
	Funding	CDBG: 35,000
	Description	Efforts will continue to identify, acquire, and demolish substandard property in an effort to create affordable housing
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Number of units acquired: 2
	Location Description	West Greenville NRSA
	Planned Activities	Identifying and acquiring properties suitable for development of affordable housing with West Greenville
4	Project Name	CDBG: Public Services
	Target Area	Citywide
	Goals Supported	Provide Supportive Services for Special Needs
	Needs Addressed	Expansion of Available Public Services
	Funding	CDBG: \$137,394

	Description	The City of Greenville will make funds available to assist non-profit organizations with approved public services activities. Qualified agencies will participate in projects that benefit City of Greenville citizens. Non-profit housing and service providers must assist the underserved populations of the City. Applications from non-profits are submitted to the City for consideration annually and reviewed by the Affordable Housing Loan Committee. The activities will assist low income persons, homeless and special needs persons, youth development, victims of family/domestic violence, and housing providers.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Number of LMI households served: 500
	Location Description	Citywide
	Planned Activities	Habitat for Humanity, Boys and Girls Club of the Coastal Plain, Center for Family Violence Prevention, Martin-Pitt Partnership for Children, Koinonia Christian Center, Community Crossroads Center
5	Project Name	HOME: Program Administration
	Target Area	Center City Revitalization Area West Greenville NRSA
	Goals Supported	Increase Affordable Rental Housing Opportunities Reduce Slum & Blight in Residential Areas Increase Homeownership Opportunities Provide Permanent Supportive Housing for Homeless Provide Supportive Services for Homeless Persons
	Needs Addressed	Affordable Housing Preservation & Development Reduction of Slum & Blight Addressing Homelessness
	Funding	HOME: \$55,108

	Description	Staff salary, planning, and administrative service delivery costs for implementing the HOME program. This project and all related activities will be funded through the annual HOME allocation.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide program administration of the HOME program.
	Planned Activities	Program administration of the HOME program in Greenville.
6	Project Name	HOME: CHDO Reserve Activities
	Target Area	West Greenville NRSA
	Goals Supported	Increase Homeownership Opportunities
	Needs Addressed	Affordable Housing Preservation & Development
	Funding	HOME: \$82,662
	Description	It is anticipated that a certified CHDO will utilize the funding to continue production of single-family units for first-time, low-moderate income homebuyers. At the present time, the City has one certified organization, Metropolitan Housing and CDC.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Number of new single-family units: 2
	Location Description	Citywide
	Planned Activities	Production of one single-family unit for first-time, low-moderate income homebuyer.
	Project Name	HOME: Down Payment Assistance Program

7	Target Area	Center City Revitalization Area West Greenville NRSA
	Goals Supported	Increase Homeownership Opportunities
	Needs Addressed	Affordable Housing Preservation & Development
	Funding	HOME: \$160,000
	Description	Funds available for first-time buyers who have completed homebuyer education classes.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Number of new homeowners: 4
	Location Description	Citywide
	Planned Activities	Down payment assistance for two first-time buyers who have completed homebuyer education classes.
8	Project Name	HOME: Rental Housing Development (2018)
	Target Area	Citywide
	Goals Supported	Increase Affordable Rental Housing Opportunities Increase Homeownership Opportunities
	Needs Addressed	Affordable Housing Preservation & Development
	Funding	HOME: \$1,453,310
	Description	This activity will provide funding for the development of new affordable housing and rehab of current owner and rental occupied housing via partnerships with non-profits. These homes will be made available to homebuyers and renters who are LMI.
	Target Date	6/30/2025

Estimate the number and type of families that will benefit from the proposed activities	Number of new rental units constructed: 80
Location Description	Citywide rehab housing for LMI households.
Planned Activities	Construction of 80 new single-family units through tax credit and other development partnerships

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Greenville's neighborhood revitalization strategy area encompasses West Greenville and parts of the Center City. These areas are characterized by a concentration of low-income and minority populations. Assistance within this geographic region is directed towards improving housing quality, promoting economic development, enhancing community infrastructure, and fostering social inclusion. Our goal is to uplift these neighborhoods, empower residents, and create vibrant, sustainable communities for all individuals and families.

Geographic Distribution

Target Area	Percentage of Funds
NRSA	50

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Greenville recognizes the concentrated areas of poverty and racial concentration in West Greenville and is committed to addressing these disparities. While our programs are not based on race, we prioritize investments in West Greenville due to its disproportionate need for economic development, affordable housing, and social services. By focusing resources in this area, we aim to promote equitable growth, reduce disparities, and create opportunities for all residents to thrive.

Discussion

As stewards of our vibrant community, the City of Greenville is committed to fostering opportunity and prosperity for all our residents. We recognize the importance of addressing concentrated areas of poverty within the Neighborhood Revitalization Strategy Area (NRSA) while also creating opportunities for low- and moderate-income (LMI) families outside of those areas.

Our approach seeks to balance priorities by focusing on targeted investments and initiatives aimed at elevating opportunity within NRSA neighborhoods. Through strategic partnerships, community engagement, and tailored programs, we aim to address systemic barriers to economic mobility and create pathways to success for residents in these areas.

Simultaneously, we are dedicated to extending opportunities beyond NRSA boundaries to LMI families throughout Greenville. By implementing city-wide initiatives, promoting inclusive economic development, and expanding access to essential services, we strive to ensure that all residents, regardless of their geographic location, have the resources and support needed to thrive.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	250
Non-Homeless	352
Special-Needs	0
Total	700

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	82
Rehab of Existing Units	16
Acquisition of Existing Units	2
Total	100

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

The City intends to diversify efforts to provide an array of resources and support across the spectrum of community need. Partnering with Private and Non-Profit organizations will be instrumental in achieving these goals.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Greenville has one Public Housing Authority within its jurisdiction, the Housing Authority of the City of Greenville (HACG). HACG provides public housing units and oversees the Section 8 Housing Choice Voucher program. The PHA maintains 714 public housing units in 3 housing developments as well as 756 housing vouchers.

Actions planned during the next year to address the needs to public housing

HACG plans to initiate and carry out capital improvement projects to increase the safety, energy efficiency and appearance of the public housing units.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The HACG's Resident Advisory Board and Resident Council Organization is actively engaged in meeting and surveying the needs of the residents. The Resident Advisory Board brings their needs, concerns to the HACG management for implementation of programs, services and initiatives that they deem necessary for resident empowerment and involvement.

HACG also partners with the Resident Advisory Board and Resident Council to promote the various self-sufficiency programs aimed at assisting residents in becoming more economically self-sufficient. Some of these programs and activities are the agency's housing counseling programs, credit rebuilding and homeownership training activities.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHA is not designated as troubled.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Greenville has deepened its involvement in and support of the Pitt County Continuum of Care (COC). The network is devised of City and County staff, as well as non-profit and for-profit representatives. The group meets monthly to discuss the ever-growing homeless population in our community. Efforts to end homelessness and to coordinate supportive services to homeless persons are top priorities for the community. The 2024 Homeless Population Point in Time Survey revealed that there are 152 homeless persons in Pitt County. Community Crossroads Center provides emergency shelter for individuals and families and also provides case management and referral services.

Describe the jurisdiction's one-year goals and actions for reducing and ending homelessness

The City continues to seek opportunities to meet the growing and changing needs of homeless families. Ongoing efforts to incentivize development of affordable housing with inclusion of set-aside units for families at risk of homelessness is a top priority. Other actions include supporting the efforts of non-profit organizations, providing tenant-based rental assistance, and other proven methods of support as funding is available.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Greenville is committed to the continuance of support for the regional committee Continuum of Care through programs and services that reduce and eliminate homelessness. Through the many members and partners of the COC, the City is able to assess the individual needs of the homeless in the city and point them to the resources that they need. Community Crossroads Center (CCC) also acts as a first stop for homeless in the city. Through case management, CCC is able to address the needs of the homeless through programs and services designed to help them become self-sustainable in the community.

Addressing the emergency shelter and transitional housing needs of homeless persons

Community Crossroads Center (CCC) is a 98-bed emergency shelter serving the homeless in the City of Greenville. There are 58 beds for men, 24 for women and 4 family rooms available. They are available on a first-come, first-served basis. CCC will continue to partner with the City, County, and other organizations to better meet the needs of a growing homeless population with efforts like the ongoing expansion of the center. The City is committed to providing resources and assistance to mitigating homelessness before it happens through programs and services that reduce and eliminate homelessness.

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

The City will continue to partner with and support the efforts of the COC to help homeless individuals and families make the transition to permanent housing and self-sustainability. Towards this end, the City will prioritize funding towards activities that further prevent individuals and families from becoming homeless again. In Greenville/Pitt County, the typical individual or family that stays in transitional housing usually has demonstrated an inability to sustain housing. They have either defaulted on their lease, been evicted from their homes, and/or have a poor credit history.

The City of Greenville will not differentiate between the already homeless and those individuals and families who are on the brink of becoming homeless. The City will provide resources and funding for both the COC and the Community Crossroads Center to assist both types of the aforementioned cases. The City agrees that both transitional housing and supportive housing have the ability to assist with breaking down the barriers to affordable housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The cause, nature and full extent of the homeless problem in Pitt County is both varied and complex. With the different homeless populations described here and the level of services offered as they relate to the Continuum of Care initiative, it is obvious that there is no single cause of homelessness. To identify the homeless populations and assess their needs, the City and COC will continue to utilize the PIT survey and work with partners to assess the needs of the homeless. Also, as mentioned above, Greenville will prioritize funding towards activities that prevent LMI individuals and families who are at-risk from becoming homeless.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Greenville has identified several barriers that impede efforts to develop affordable housing or that make decent, safe, and sanitary housing unobtainable by lower income families in Greenville. Financial barriers to affordable housing exist for both homeowners and renters. Many low and moderate-income families do not have the funds needed for down payment and closing costs for the purchase of a home. The aforementioned barrier coupled with poor credit histories does not make acquiring a home easy.

Many low and moderate-income households lack the education and job skills necessary to obtain adequate housing. In addition, first-time homebuyers may not fully understand the home buying and lending process, making them less willing or ready to enter into homeownership. For lower income renters, a lack of understanding concerning the laws and requirements of landlords and the rights to tenants can further act as a barrier.

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

The City of Greenville understands that we have populations that have a greater disproportionate need. The Hispanic population is not only a growing population across the nation, but also in Greenville-Pitt County. The City has already created affordable housing brochures in Spanish, but we are also planning for entire home education workshops in Spanish.

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

In an attempt to address the barriers to developing affordable housing, the City of Greenville continues to create affordable housing. The land for the subdivisions is purchased by the City with funding from approved public bonds. Upon acquisition and installation of infrastructure, the City then makes lots available to builders for development. All submitted proposals are accepted based on a reasonable price per square foot and the contractor's ability to meet building specifications as required by the Request for Proposals. The purchase of the land and installation of

the infrastructure improvements increase the affordability of the lots, while reducing the cost to the homebuyer. As lots are sold to eligible homebuyers, the lot cost is recaptured and used to fund future developments.

The City of Greenville partners with local non-profit agencies to provide homeownership counseling and workshops for potential homebuyers. The Community Development staff will also assist, and sometimes even offer, a Homeownership Academy that provides the participants with the opportunity to gain a working knowledge of the home buying process and prepare them financially to purchase a home within the West Greenville Redevelopment Area.

Over the next five (5) years, the City will focus on a comprehensive approach to affordable housing. We will not only provide the resources for becoming a homeowner, but we will also provide and assist with workforce training. The economy has changed over the past couple of decades and even more so over the past five (5) years. We must prepare both young and older individuals for the 21st Century workforce. This includes computer classes, high-tech manufacturing, and new age healthcare. The City will also promote basic literacy and community college classes.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Greenville will work to undertake additional actions when financially feasible to improve the quality of life for its residents. These actions will be used to meet underserved needs that have been identified for very low and low-income households. Efforts will be made to maintain and preserve the existing affordable housing stock, and reduce the incidence of lead-based paint through actions including abatement. The City will continue to support economic development programs that will help to reduce the number of families living in poverty and will continue to coordinate with public and private housing developers and social service providers in our area to better serve our residents.

Actions planned to address obstacles to meeting underserved needs

In an attempt to address the barriers to developing affordable housing, the City of Greenville continues to create affordable housing and provide job training and job creation initiatives. Substandard units and vacant lots that are purchased by the City will continue to be positioned for partnership with builders for development. All submitted proposals are accepted based on a reasonable price per square foot and the contractor's ability to meet building specifications as required by the Request for Proposals. Purchase of the land and improvements increase the affordability of the lots - in turn reducing the cost to the homebuyer. As each lot or home is sold to eligible homebuyers, the funds from the lot costs are recaptured and used to fund future developments.

The City of Greenville partners with local non-profit agencies to provide new lease-purchase programs, homeownership counseling, homeownership workshops, workforce development, and educational programs. The City expects that these types of partnerships will give low-moderate income families and individuals the opportunity to (1) gain a working knowledge of the home buying process (2) prepare financially to purchase a home (3) gain the necessary direction to acquire middle skills jobs (4) and obtain basic education needs.

Actions planned to foster and maintain affordable housing

In an attempt to address the barriers to developing affordable housing, the City of Greenville continues to create single-family affordable housing opportunities. These opportunities are provided via properties purchased by the City community development funds. Upon acquisition and installation of infrastructure, the City then develops or makes available lots to non-profit and for-profit agencies for development.

All development proposals are accepted based on a reasonable price per square foot and the developer's ability to meet building specifications

as required by the Request for Proposals. As a direct result of the City's purchase of the land and the infrastructure improvements, the lots become more affordable, therefore reducing the cost to the homebuyer. As lots are sold to eligible homebuyers, the funds for the lot cost are sometimes recaptured and used to fund future developments.

Actions planned to reduce lead-based paint hazards

Lead poisoning is one of the worst environmental threats to children in the United States. While anyone exposed to high concentrations of lead can become poisoned, the effects are most pronounced among young children.

All children are at higher risk to suffer lead poisoning than adults, but children under age six (6) are more vulnerable because their nervous systems are still developing. At high levels, lead poisoning can cause convulsions, coma and even death. Such severe cases of lead poisoning are now extremely rare, but do still occur. At lower levels, observed adverse health effects from lead poisoning in young children include reduced intelligence, reading and learning disabilities, impaired hearing and slowed growth.

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 made a concerted effort to reach 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.

In all property rehabilitation projects undertaken by the City of Greenville, the City will assess whether lead-based paint might be present and, if so, follow the guidelines set forth in the Residential Lead-Based Paint Hazard Reduction Act of 1992, Title X of the Housing and Community Development Act of 1992 (Title 24, Part 35 of the Code of Federal Regulations).

The City of Greenville is committed to testing and abating lead in all pre-1978 housing units assisted with federal grant funds in any of the housing programs implemented. Currently, the City of Greenville has contracted with a firm to provide all lead testing and clearance activities. This firm has also agreed to provide training for the housing rehabilitation contractors.

Many of the low-moderate income communities across the nation face environmental hazards and lack the funds to abate or mitigate them. The

City of Greenville still has housing units that are of sufficient age to contain lead. The City is dedicated to providing funding for the elimination, abatement or mitigation of some of these hazards.

The West Greenville Redevelopment Area exists within one of the oldest developed areas of the city. The neighborhoods in this area are part of the urban core. Many of the homes in these neighborhoods have both lead and asbestos materials inside of them. The City will continue to work in eliminating these hazards when possible. For example, when staff conducts owner-occupied home rehabilitations, it is the City's policy to test for and abate any lead or asbestos material. Staff will constantly seek out grant opportunities for lead and/or asbestos abatement.

Actions planned to reduce the number of poverty-level families

Funding through the CDBG Public Service projects allows housing providers to assist those families and individuals who normally reside in impoverished conditions. They are able to do so through job training, educational programs, and by providing supportive services to families.

Furthermore, the City of Greenville housing programs directly address poverty by creating housing opportunities for low-income households. Without these housing opportunities many low-income households would not be able to afford housing rehabilitation costs or to purchase a home.

Actions planned to develop institutional structure

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

In addition, each year efforts are made to work with local institutions to provide housing and economic opportunities for low-income persons through public service activities and to participate in the Pitt County Continuum of Care. The Pitt County Continuum of Care began in 2001 and has successfully grown into a well-balanced organization made up of local government agencies, housing providers, service providers, and other interested groups. The development of the Continuum and participation by the City of Greenville will greatly enhance coordination between these agencies. The Public Housing Authority has also joined the Continuum of Care and has begun working in concert with the City of Greenville and our revitalization efforts in the West Greenville Redevelopment Area.

The City of Greenville will continue to coordinate with other governmental agencies, non-profit organizations, private enterprises, and

individuals to provide increased opportunities for the target area.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Greenville partners with local non-profit agencies to provide homeownership counseling and workshops for potential homebuyers. The City also offers a Homeownership Academy that provides participants with the opportunity to gain working knowledge of the home buying process and to prepare them financially to purchase a home within the West Greenville Redevelopment Area or in other neighborhoods across the city. At program completion, participants receive a certificate for \$500 redeemable at closing to assist with the purchase of an existing or new home within the West Greenville Revitalization Area or other neighborhoods.

In addition to the homeowner partnerships, the City partners with Pitt Community College and East Carolina University for workforce development. Both organizations have Memorandums of Understanding that connect them to activities and projects that the City believes are imperative to community and economic development.

Staff partnered with the Metropolitan Housing and Community Development Corporation to construct a new single-family home within the target area. The home is near completion and is currently on the market for sale for a low to moderate income homebuyer.

Discussion:

Actions planned for Infrastructure Improvements

New home construction in the Lincoln Park Neighborhood is underway. City staff oversaw the abandonment, extension, and installation of new upgraded water and sewer lines. Furthermore, this activity involved installation of sidewalks, curb and gutter, and street lighting improvements. Staff completed the water and sewer abandonment within the area. Additional opportunities to elevate this community or others which present potential for reinvestment are being assessed. Other resources such as the BUILD Grant and DOT projects are also contributing to infrastructure improvements in the area.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

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	
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	
3. The amount of surplus funds from urban renewal settlements	
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.	
5. The amount of income from float-funded activities	
Total Program Income	

Other CDBG Requirements

1. The amount of urgent need activities- N/A	
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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 is partnering with administrators of the North Carolina Housing Finance Agency to provide additional down payment assistance to first-time buyers. The Agency makes available up to \$65,000 for down payment and closing costs that can be paired with the City's up to \$40,000 subsidy. Additionally, funds are leveraged through the Low-Income Housing Tax Credit Program to support development of rental

housing. The City incentivizes this activity by providing gap-financing to developers.

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, on a pro-rata basis, to eligible homebuyers, which includes down payment assistance and closing costs. Greenville provides HOME funds to its CHDO's to develop affordable housing. Greenville CHDO's have adopted the HOME recapture provision, with the exception of development of rental units. When CHDO's develop homeownership single-family housing, down payment assistance is provided by the city.

All CHDO's, sub-recipients and all entities who administer HOME programs will follow recapture provisions that have been 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 on 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 Deed Restrictions, which 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 Secondary Mortgage. Borrower's income cannot exceed 80% of the area median income adjusted by family size as published annually for Greenville. Maximum loan amounts of up to \$20,000 (20% of sales price of home with cap of \$20,000). Loans will be amortized over a fifteen-year period at 0% interest. If the property is disposed voluntary, involuntary or is in default, the percentage for repayment is based on the actual year.

Assistance provided to nonprofit agencies through the CDBG Program will be secured with a sub-recipient agreement/contract. Should the

agency fail to comply with program rules, the assistance will be recaptured.

Recaptured HOME funds by CHDO, on behalf of City of Greenville, are not considered to be CHDO proceeds but shall be used by the CHDO's 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.

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 24 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

3. Descriptions 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:

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 and as published annually for Greenville. For households with incomes less than 50% of the area median income, a 15-year deferred loan will be offered up to \$60,000 for rehabilitation assistance. For households with incomes from 51% to 80% of the median area 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 ten (10) years. In no case may the assistance exceed \$60,000 unless special circumstances exist 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 sub-recipient agreement/contract. Should the agency fail to comply with program rules, the assistance will be recaptured.

Recaptured HOME funds by Community Housing Development Organizations (CHDO), on behalf of the City of Greenville, are not considered to be CHDO proceeds but shall be used by the CHDO's 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 of Greenville does not have existing debt.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).
6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).
7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)).

Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

There are plans for set-aside units for Qualifying Populations (QP) as defined by HUD within an existing tax credit rental development project. This will ensure availability of units for victims of domestic violence and veterans as the need exists.



City of Greenville, North Carolina

Meeting Date: 05/09/2024

Title of Item: Resolution for a Job Creation Economic Development Incentive and Grant Agreement for Project Gen

Explanation: Project Gen is an economic development project for a solar panel manufacturing company known for power, performance and quality and has been rated as a top performer within the industry for over 5 years. The company will acquire a property in the Indigreen Corporate Park for its solar manufacturing facility.

Project Gen is one of the greatest one-time capital investment projects in Pitt County's history and is projected to achieve the following economic impact for Pitt County:

Permanent Full-Time Jobs Over 5 Years	908
Average Annual Wage Per Employee	\$52,879
Calculated Annual Payroll at Full Employment	\$48,014,132
Capital Investment	
Real Property	\$215,500,000
Personal Property	\$78,560,306
Total Investment	\$294,060,306

Based on the projected economic impact, the company is eligible to receive a Job Creation Grant from the City of Greenville for up to \$500,000 over a 5-year grant period. Qualified jobs for grant funding will be based on jobs created beginning in calendar year 2024 and will require a 3-year maintenance period at the end of the 5-year grant period.

The grant will be paid in annual installments up to \$100,000 or \$1,000 per qualified job, whichever is less, and will be paid upon annual submission of the company's State of North Carolina NCUI 101 Quarterly Tax and Wage Report to show job creation and maintenance, and other supporting documentation reflecting compliance with federal, state and local laws. The grant is subject to reimbursement upon an event of default.

Fiscal Note: Beginning in 2024, the company will be eligible to receive an annual amount of up to \$100,000 or \$1,000 per job, whichever is less, over a 5-year grant period.

Recommendation: City Council hold a public hearing on the grant award and approve the attached resolution and grant agreement with the company.

ATTACHMENTS

- RESOLUTION-PROJECT GEN.pdf**
- Project Gen Job Incentives Grant Agreement.pdf**

RESOLUTION NO. ___-24

RESOLUTION OF THE GREENVILLE CITY COUNCIL APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE FOR PROJECT GEN

WHEREAS, N.C. Gen. Stat. §158-7.1 grants authority to the City of Greenville (“City”) to make appropriations and expenditures for the purposes of aiding and encouraging the location or expansion of certain business enterprises in the corporate limits of the City or in Pitt County, or for other purposes which the Greenville City Council finds, in its discretion, will increase employment, taxable property base, and business prospects of the City;

WHEREAS, Project Gen includes a prospective company that is a solar panel manufacturing company and does business throughout the world;

WHEREAS, the company intends to acquire the property located at 1125 Sugg Parkway, Greenville, NC which is in the Indigreen Corporate Park and the City’s Extraterritorial Jurisdiction. Additionally, the company will create up to 908 jobs and make capital investments (real and personal property) of \$294,060,306 over a 5-year period in Pitt County;

WHEREAS, the job creation will provide high-paying jobs with an average annual wage of \$52,879, and the real and personal property investments will increase the tax base and provide a location for the new positions to work;

WHEREAS, the Job Creation Grant (“Grant”) will award up to \$100,000 annually over a 5-year period and will be paid to the company only upon proof of real and personal property investments, creation of up to 908 full-time jobs and compliance with federal, state and local laws and regulations;

WHEREAS, the Greenville City Council has held a public hearing to consider whether to participate in the economic development project by authorizing the Grant be paid to the company;

WHEREAS, if this Grant were not approved, the company may take its economic development project to another state;

WHEREAS, the Greenville City Council does hereby find and determine that the proposed economic development project will tend to increase the taxable property base of the County, increase the business prospects of the City, and create high-paying jobs, and that it is in the public interest to provide assistance, as authorized by N.C. Gen. Stat. §158-7.1, in order to encourage the company to develop the project described herein;

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

1. The City approves the appropriation and expenditure of up to \$100,000 annually for a 5-year period for the company as an economic development incentive.

2. The Economic Development Grant Agreement between the City and company, which includes terms that require the company to make capital investments, including acquisition and improvements to the building located at 1125 Sugg Parkway, Greenville, NC, and create up to 908 new jobs, is hereby approved.
3. New full-time job creation levels must be created based on the agreed-upon schedule, beginning on the effective date of the agreement and be met each year prior to grant funds being dispersed the following year.
4. All new full-time jobs and capital investments must be maintained at least three years following completion of the annual grant installments, or until May 31, 2032.
5. The Mayor, City Manager or their designee are authorized, empowered and directed to do any and all acts and to execute any and all documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Resolution, except that none of the above shall be authorized or empowered to do anything or execute any document which is in contravention, in any way, of the specific provisions of this Resolution. In addition, the City Manager or City Attorney is authorized to make any non-substantive or clerical revisions to the Agreement referenced above.

Adopted this 9th of May, 2024.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
GREENVILLE, NC AND COMPANY FOR AN ECONOMIC DEVELOPMENT
INCENTIVE FOR PROJECT GEN**

THIS AGREEMENT is made and entered into this the ___ day of _____, 202_ (“effective date”), by and between the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, hereinafter referred to as the “City”, and Boviet Solar USA, a corporation duly organized and existing under the laws of the State of California, and its affiliates, Boviet USA Property LLC and Boviet Solar Technology (North Carolina) LLC, both of whom are duly organized and existing under the laws of the State of North Carolina, (together, the affiliates shall be referred to herein as “the Company”), having a facility at 1125 Sugg Parkway Greenville, NC 27858. The Company, duly organized and existing under the laws of the State of North Carolina and authorized to conduct business in the State of North Carolina, hereinafter referred to as the “Company.”

WITNESSETH:

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

WHEREAS, the Company is developing an economic development project (“Project”) consisting of improvements to existing buildings within the extraterritorial jurisdiction of the City, expansion of the workforce (creation of up to 908 jobs, all with an average wage at or above \$52,879) and taxable investment in equipment and machinery, which is expected to increase the taxable property base in the County, and to stimulate the local economy, promote business, and provide employment opportunities;

WHEREAS, the Company has stated in its application for a Job Creation Grant that it is investigating and/or is in discussions with other states, more specifically Arizona and Georgia, about its Project described herein;

WHEREAS, the City’s Job Creation Grant program requires the Company to pay 50% of employee health insurance or an equivalent benefit, and the Company must pay an average wage rate for all employees at the investment site equal to or greater than \$52,879;

WHEREAS, the Company intends to improve its real property located at 1125 Sugg Parkway, Greenville, North Carolina and the Company will invest approximately \$215,500,000 to improve such properties based on the schedule set forth in Section II, subsection 3. Additionally,

the Company intends to make new capital expenditures through the acquisition of approximately \$78,560,000 in machinery and equipment with the acquisitions to occur based on the schedule set forth in Section II, subsection 5. No acquisitions shall occur later than May 31, 2026;

WHEREAS, as an inducement to the Company, the City has approved the appropriations and expenditures as hereinafter set forth for the specific purpose of making economic development grants (“Job Creation Grants”) based upon the creation of jobs based on the schedule set forth in Section II, subsection 6, and shall remain in effect at least three (3) years beyond the completion of annual grant installments. Qualified Jobs created beginning on June 1, 2024, and in alignment with this Agreement will count toward subsequent years for the maximum five (5) year period (Calendar years June 1, 2024 - May 31, 2029);

WHEREAS, in consideration of the economic development incentives, the Company agrees to comply with the covenants and conditions binding upon it as set forth in this Agreement; and

WHEREAS, the parties desire to reduce their agreement to written form, clearly stating their respective responsibilities under the Agreement, and setting forth provisions regarding remedies for breach of those responsibilities by the Company and for recapture of sums appropriated or expended by the City upon the occurrence of events specified in the Agreement, as required by G.S. § 158-7.1(h).

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION I – DEFINITIONS

1. Definitions

1.1 “Qualified Job”: Full-time permanent positions that are created within the City limits or the City’s ETJ as of and following June 1, 2024, and retained within the City limits or the City’s ETJ for three (3) years beyond the completion of annual grant installments, and which are evidenced by the Company’s annual 4th Quarter NCUI 101 Quarterly Tax and Wage Report and any other supporting documentation as necessary to establish such positions and employment for the applicable duration. A job will be considered created regardless of a change in actual employee due to separations in the normal course of business. The Company shall be considered to have met its Qualified Job target if at least 85% of the anticipated Qualified Jobs that meet at least 95% of the average wage required herein have been obtained.

1.2 “Economic development incentive payment”, “grant payment” or “payment”: \$1,000 per each Qualified Job or \$100,000, whichever is lesser, and maximum amount of \$100,000 per year for a maximum period of five (5) years (calendar years June 1, 2024 - May 31, 2029). In any such event, the grant payments shall not exceed \$500,000 over the life of this Agreement. Any Grant Period year in which the grant installment would make total payments in excess of \$500,000, the grant payment shall be reduced accordingly.

1.3 “Effective date”: The date this Agreement is in effect, and such date is

determined by the City and is indicated on the first page of this Agreement.

1.4 Maximum 5-year period, Calendar Years (plural) referenced herein means June 1, 2024 - May 31, 2029.

1.5 “Grant Period”: The term of this Agreement shall commence on the effective date of this Agreement as defined herein and expire on May 31, 2032, unless earlier terminated as provided herein.

SECTION II – COMPANY

2. In order to induce the City to enter into this Agreement and to appropriate and expend monies for payment of economic development incentives, the Company represents, warrants and certifies to the City that as of the execution date hereof:

2.1. Boviet USA Property LLC and Boviet Solar Technology (North Carolina) LLC (together, the “Company”) are limited liability corporations duly organized and existing under the laws of the State of North Carolina, ~~is~~ authorized and in good standing to conduct business in the State of North Carolina and have a place of business within the State of North Carolina.

2.2 The Company has the corporate power and authority to own its properties and assets and to carry on its business and has the corporate power to execute and perform this Agreement.

2.3 The undersigned Manager of the Company has the right, authority, and duty to execute this Agreement in the name and on behalf of the Company.

2.4 This Agreement (i) is a valid and binding instrument and agreement of the Company, enforceable against the Company in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on the Company; the charter documents or operating agreement of the Company; or any provision of any indenture, agreement or other instrument to which the Company is a party; and (iii) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any indenture, agreement or other instrument to which the Company is a party.

2.5 There is no suit, claim, action or litigation pending, or to the best knowledge of the Company threatened, relating to the Improvements, the use of the Improvements for their intended purpose, or any other matter contained herein.

2.6 To the best of the Company’s knowledge, there is no impediment to the fulfillment of the purpose contemplated by this Agreement.

2.7 The Company is not engaged in a business that would be exempt from property or sales taxes.

2.8 The Company has, or will, obtain all required permits prior to beginning operations for which permits are required. This includes but is not limited to, environmental permits, and any other permits required by local, state or federal entities to perform the Project herein.

2.9 The Company is not in default on any contractual obligations, or other federal, state or local grant agreements related to the performance of the Project herein.

3. Real Property Investments. The Company shall make taxable investments to acquire and improve the real property located at 1125 Sugg Parkway, Greenville, North Carolina (the “Property”). It is expected that cumulative expenditures for said investments will meet or exceed approximately \$215,500,000 by December 31, 2026, all of which will qualify and result in additional value for ad valorem tax purposes as determined by the Pitt County Tax Office. The improvements to be made by the Company at the Property shall include a renovation of the building on the Property located at 1125 Sugg Parkway, Greenville, North Carolina for the purposes of expanding the Company’s manufacturing operations in Greenville (the improvements and fixtures to be located on the Property pursuant to the renovation are referred to herein as the “Improvements”). The Company shall be treated as having met the cumulative expected investment projection if at least 90% of the anticipated investment has been obtained.

If applicable, the Company shall provide the City with the final plans for its review for consistency with said depiction and the description of such Improvements as specified herein prior to a building permit being issued. During construction, the Company will allow the City access onto the Property upon reasonable advance notice so that the City may conduct inspections of the work for consistency with said depiction and the description of the improvements as specified herein. The Improvements and the construction related to the Improvements shall be completed and available for occupancy, as evidenced by the issuance of a certificate of occupancy, no later than December 31, 2026. The Company will maintain taxable investments in place, in good condition (ordinary wear and tear excepted) at least through the duration of this agreement, or at least until May 31, 2032.

4. The Company shall be the owner of the taxable investments described herein continuously during the period from the effective date of this Agreement until three (3) years after receipt of the final grant installment.

5. Personal Property Investments. The Company shall make taxable investments through the acquisition of machinery and equipment and will meet or exceed approximately \$78,560,000 by May 31, 2026. The Company shall maintain the machinery and equipment in good condition (ordinary wear and tear excepted) through the duration of this Agreement, or at least to May 31, 2032. The Company shall be treated as having met the expected personal property investment projection if at least 90% of the anticipated investment has been obtained.

6. Job Creation. The Company’s intent and desire is to create up to 908 Qualified Jobs within the maximum five (5) year period (Calendar years 2024-2029) of this Agreement based on the following schedule: 362 within the first 18 months after the effective date of this Agreement; 410 additional jobs within 42 months after the effective date of this Agreement; and 136 additional jobs within 60 months of the effective date of this Agreement; and the average wage of such job is equal to or greater than \$52,879. The Company shall be treated as having met the expected average wage herein if the average wage for all Qualified Jobs is within at least 95% of \$52,879. Such jobs shall be in effect for the period beginning in calendar year 2024 or as otherwise defined herein and will remain in effect at least three (3) years beyond the completion of annual grant installments. Qualified Jobs created beginning on June 1, 2024, and in alignment with this Agreement will count toward subsequent years for the maximum five (5) year period (Calendar

years June 1, 2024- May 31, 2029). The Company shall be considered to have met its Qualified Job target if at least 85% of the anticipated Qualified Jobs have been obtained.

7. Health Insurance and Wages. The Company shall pay at least 50% of employee health insurance or an equivalent benefit for recipients of the Qualified Jobs created and the Company must pay an average wage rate for all employees at the investment site equal to or greater than \$52,879. If the Company is not providing health insurance, equivalent benefit shall be reviewed by the City for satisfaction. In addition, the Company shall submit its annual 4th Quarter NCUI 101 Quarterly Tax and Wage Report and complete the annual certification (attached herein and marked as Exhibit A) which amongst other things documents the number of Qualified Jobs that have been created. The Company shall be treated as having met the expected average wage herein if the average wage for all Qualified Jobs is within at least 95% of \$52,879.


8. The Company shall provide the City with a copy of all agreements governing incentives it has received for the Project from all North Carolina State and local sources upon reasonable notice and request and shall provide annual updates to the City regarding the amounts of incentives actually received and status of the agreements.

9. Non-discrimination. The Company will exercise good faith efforts to hire residents of the Greenville Metropolitan Service Area (M.S.A.) and use local, small, minority and women-owned businesses when such goods or services can be obtained at competitive prices. The Company shall not discriminate during the performance of this Agreement in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

10. Insurance. At all times during the term hereof Company shall carry workers compensation insurance with such limits as required under North Carolina law, together with general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; and a general aggregate limit of \$2,000,000. Additionally, to the fullest extent permitted by law, Company shall indemnify and hold harmless the City of Greenville, its employees, officials (elected and appointed), agents and consultants against any and all liability arising out of or in connection with any of the operations or obligations of Company including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity from claims, damages, losses, and expenses, including but not limited to attorneys' fees, which is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused by acts or omissions of the Company or anyone directly or indirectly employed by them or anyone for whose acts of the Company may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such an obligation shall not be construed to negate, abridge or reduce other rights or obligation of indemnity which would otherwise exist as to a party or person described in this paragraph.

SECTION III – THE CITY

11. Representations. The City represents to the best of its knowledge, that this Agreement has been duly authorized, executed and delivered by the City; that this Agreement complies with the terms and requirements of the City's enabling laws and ordinances and is binding upon and enforceable against the City with its terms; it is entering this Agreement in good faith; and payment

of the grant in accordance with this Agreement will be made as indicated herein. 

12. Payment of Grant. The City will only make one grant payment in each of the calendar years in accordance with this Agreement, and such payments will be based upon the confirmed addition of the specified number of Qualified Jobs in such year, and shall be made for a five (5) year period (calendar years June 1, 2024-May 31, 2029) as follows:

12.1 The City will provide an annual grant payment of \$1,000 per each Qualified Job up to the maximum amount of \$100,000, whichever is lesser, based on the number of jobs created and in compliance with the provisions in the Agreement. In any such event, payments from the City shall not exceed \$100,000 per year over the 5-year term of this Agreement up to the maximum grant amount of \$500,000. For any grant year in which the annual grant installment would make the total cumulative payments exceed \$500,000, the grant installment shall be reduced accordingly.

12.2 The Company will be eligible for grant payments beginning June 1, 2025, and the City will, within sixty (60) days of receiving sufficient documentation, to the reasonable satisfaction of the City and confirmation that the Company has complied with required preconditions to be eligible for the grant payment by the City, including such additional information as may be reasonably requested by the City, pay to the Company an economic development incentive payment in an amount of \$1,000 dollars per Qualified Job or \$100,000, whichever is lesser, based on the annual 4th Quarter NCUI 101 Quarterly Tax and Wage Report. This same process will be followed by the City and the Company in each calendar year from 2024 and up to and including the entire 5-year grant payment (calendar years June 1, 2024- May 31, 2029) if the Company is in compliance with the terms of this Agreement. In any such event, payments from the City shall not exceed \$100,000 per year over the 5-year term of this Agreement up to the maximum grant amount of \$500,000. Any grant year in which the grant installment would make total payments in excess of \$500,000, the grant installment to be paid shall be reduced accordingly by the City.

12.3 Release of any incentive payment under this Agreement is contingent on the Company providing verification that the Company has complied with all of the provisions herein.

SECTION IV – ADDITIONAL PROVISIONS

13. Event of Default and Obligation to Repay Grant Award.

The Company shall be in default under this Agreement if any one or more of the following events (each, an “Event of Default”) shall occur for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary or come about or be affected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body), and the Company fails to cure such event of default (or take remediation steps to the satisfaction of the City) within 30 days after notice by the City:

13.1 **Failure to Create and Maintain Jobs.** If, during the Grant Period-the Company fails to create and maintain the required number of Qualified Jobs, then the Company shall repay to the City in an amount equal to \$1,000 for each job below the required number of Qualified Jobs created and maintained by the Company for the year in which such shortfall occurs. A shortfall

shall not include jobs which are temporarily vacant due to normal separations, nor shall a shortfall include open positions which the Company is attempting to fill in good faith, but which remain open due to workforce shortages.

13.2 Failure to Provide Health Insurance. If, at any time during the Grant Period set forth in Section I, the Company fails to provide health insurance to all permanent full-time employees at the amount required herein, or otherwise approved by the City, the Company will be in default of this Agreement and will reimburse the City the total amount of the grant funds previously disbursed in accordance with this Agreement.

13.3 Ceasing Project Operations. If, at any time during the Grant Period the Company substantially ceases operations, the Company shall immediately repay all grant funds previously disbursed in accordance with this Agreement.

13.4 Failure to Achieve Wage Standard. If, at any time during the Grant Period the average wage of the group of all permanent full-time jobs at the Company fails to equal or exceed 100% of the average wage rate for the Greenville Metropolitan Service Area (M.S.A.), or \$52,879, the Company will be in default under this Agreement, no further disbursements will be made, and the Company must reimburse the City the total amount of the grant funds previously disbursed in accordance with this Agreement.

13.5 Failure to Make and/or Maintain Ownership of Capital Investments. If, at any time during the Grant Period or the period set forth in this Agreement, the Company fails to meet or exceed the required capital investments and maintain ownership of same for taxable purposes, the Company will be in default under this Agreement. Further, the Company cannot claim the Property and Improvements to be tax exempt for property tax purposes at least through May 31, 2032, as specified in this Agreement. In the event the Company fails to comply with this requirement, no additional disbursements will be made, and the Company will be required to reimburse the City the total amount of the grant funds previously disbursed.

13.6 Failure to Comply with Related Project Agreements. If, at any time during the Grant Period or the period set forth in this Agreement, the Company defaults on any federal, state, and/or local agreement related to the activities or Project contained herein or the Company fails to obtain any necessary permits from any federal, state and/or local entities, including but not limited to, environmental permits, prior to or during the performance under this Agreement, no further disbursements will be made, and the Company must reimburse the City the total amount of the grant funds previously disbursed in accordance with this Agreement.

13.7 Other Failures to Comply. The Company will be required to reimburse grant funds previously disbursed for failure to comply, including:

a. any material representation, warranty, certification or other statement of fact contained in this Agreement or in any writing, certificate, or report furnished by the Company to the City in connection with the transaction described in this Agreement is determined to be false or misleading in any material respect when given;

b. a court of competent jurisdiction enters an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of the Company or of the whole

or any substantial part of its Property, or approves a petition filed against the Company seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute; or, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction assumes custody or control of the Company or of the whole or any substantial part of its Property;

c. the Company is unable to pay its debts generally as they become due; files a petition to take advantage of any insolvency statute; makes an assignment for the benefit of creditors; commences a proceeding for the appointment of a receiver, trustee, liquidator, or conservator of itself or of the whole or any substantial part of its Property; files a petition or answer seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state.

13.8 Recovery of Costs. If the Company fails to reimburse any amount payable hereunder, on demand, the City may recover the costs of collection to obtain recovery from the Company, including reasonable attorney's fees.

13.9 Non-Exclusive. The repayment obligations and remedies addressed in this subsection 13 are in addition to those repayment requirements elsewhere in the Agreement. No remedy conferred or reserved by the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient. In no event shall the repayment obligations exceed the amount of Grant payments actually disbursed by the City.

13.10 Force Majeure. Any delay in the performance of any of the duties or obligations of the Company shall not be considered a breach of this Agreement for, and the time required for performance shall be extended for a period equal to, the lesser of (i) the period of such delay or (ii) 24 months, provided that such delay has been caused by or that results from any events beyond the reasonable control of the Company, including, without limitation, any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the Company, which delay affects the Company or the ability to construct Improvements on the Property. The Company shall give prompt notice to the City of such cause and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

14. Reduction in Reimbursement. Notwithstanding any provisions included herein, reimbursement required under this Agreement may be reduced, at the discretion of the City, based on the following:

14.1 If such Event of Default occurs on or before May 31, 2028, the repayment amount shall be 100% of the grant payments disbursed as of this date.

14.2 If such Event of Default occurs on or after June 1, 2028, and on or before May 31, 2029, the repayment amount shall be 75% of the grant payments disbursed as of this date.

14.3 If such Event of Default occurs on or after June 1, 2029, and on or before May 31, 2030, the repayment amount shall be 50% of the grant payments disbursed as of this date.

14.4 If such Event of Default occurs on or after June 1, 2030, and on or before May 31, 2031, the repayment amount shall be 25% of the grant payments disbursed as of this date.

14.5 If such Event of Default occurs on or after June 1, 2031, and on or before May 31, 2032, the repayment amount shall be 10% of the grant payments disbursed as of this date.

15. Non-Appropriation. The Company and the City acknowledge that any monies appropriated and expended by the City for economic development incentives, as provided in this Agreement, are for a bona fide public purpose and are extended in good faith reliance on G.S. § 158-7.1. Funding under the Job Creation Grant program may be contingent upon funding being budgeted by the City to support the program and subject to availability of funding, such incentive grants may be paid by the City from any fund sources of its choice. If funding ceases to be available, this Agreement shall automatically terminate. In the event a court of competent jurisdiction, after final appeal, rules, to which either the Company or the City is a party, that all monies expended by the City pursuant to this Agreement were not offered and accepted in good faith and in compliance with G.S. § 158-7.1 and, further, that such monies must be repaid, the Company will make such repayment to the City. In the event one or more lawsuits are brought against the City or any City elected official, officer, agent or employee, or the Company, challenging the legality of this Agreement, then the City and the Company shall exercise their best efforts to defend against any and all such lawsuits.

16. Notice. All notices, certificates or other communications required or permitted to be given or served hereunder shall be in writing and shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notices, certificates or other communications required or permitted to be given or served hereunder are sent by United States Postal Service (USPS) or other courier service that retains receipts for its deliveries, it shall be deemed given or served upon the third calendar day following the day on which such notice, certificate or other communication is deposited with the USPS or upon actual delivery, whichever occurs first, properly addressed as follows:

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

Company: Company
Attn:
Address

City, State, Zip

With copy to:

Foley & Lardner LLP
Attn: Lynn Gandhi
500 Woodward Ave, Ste. 2700
Detroit, MI 48226

The City or the Company may, by notice given to the other, designate any further or other different addresses to which notices, certificates, requests or other communications shall be sent.

17. No Third-Party Rights. This Agreement is intended for the benefit of the City and the Company and not any other person. This Agreement shall inure to the benefit of, and is binding upon, the City and the Company and their respective successors and assigns. However, neither this Agreement nor any rights, privileges, or claims created by this Agreement may be transferred by the Company without the prior written approval of the City, which shall not be unreasonably withheld. An instrument shall be filed in the Office of the Register of Deeds of Pitt County which provides notice that the Property is subject to the conditions, requirements, and restrictions as contained in this Agreement. The instrument shall be indexed in the name of the Company in the grantor index.

18. Modification. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.

19. Severability and Survivability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Further, any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully executed counterpart.

21. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of North Carolina; venue of any action shall be in the general court of justice in Pitt County, or if in federal court, in the Eastern District of North Carolina.

22. Construction Against Drafter. Both the Company and the City acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining, and that it has been drafted by counsel for both the Company and the City. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

23. Indemnification and Hold Harmless. Company and City hereby agree to indemnify, defend and hold the other party, its officers, directors, members, partners, agents, consultants, and employees harmless from and against any and all damages or other amounts payable to a third-party claimant, as well as any reasonable attorneys' fees and costs of litigation arising out of or

resulting from any claim, suit, proceeding or cause of action brought by a third-party against either party, its officers, directors, members, partners, agents, consultants, and employees based on gross negligence or willful misconduct by such indemnifying party, its officers, directors, members, partners, agents, consultants, or employees as a result of work performed pursuant to this Agreement.

24. Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

25. Forbearance Not Waiver. No action or failure to act by either party shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

26. E-Verify Requirements. (A) If this contract is awarded pursuant to G.S. § 143-129, the Company represents and covenants that the Company and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (B) If this contract is subject to G.S. § 143-133.3, the Company and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

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

28. Compliance with Laws. The Company shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of duties under this Agreement.

29. Assignment. There shall be no assignment, subletting or transfer of the interest (including payments) of the Company in any of the duties covered by the Agreement without the written consent of the City, which shall not be unreasonably withheld. Unless the City agrees otherwise in writing, the Company and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Company's duties that arise out of this Agreement and all of the City's claims that arise out of this Agreement. Without granting the Company the right to assign, it is agreed that the duties of the Company that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

30. City Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Company services under this Agreement, that power may be exercised by the City Manager or their designee.

31. Dispute Resolution. In the event of any dispute arising out of or relating to this agreement, the affected party shall notify the other party, and the parties shall attempt in good faith to resolve the matter within thirty (30) days after the date such notice is received by the other party (the "Notice Date") prior to exercising their rights under law.

32. Records Retention. All records required to be kept on the Project shall be maintained for at least five (5) years after final payments and until all other pending matters under this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

33. Conflict of Interest.

The Company is aware of the conflict-of-interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes) and agrees that it will fully comply in all respects with the terms thereof and any future amendments.

The Company covenants that to the best of its knowledge no person or entity under its employ presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the City. Consultant/Contractor further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of the Company, its employees or associated persons or entities shall be disclosed to the City.

The Company shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.

The Company shall make any such disclosure to the City in writing and immediately upon the Company's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.

No employee, agent, consultant/contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, to the best of the Company's knowledge, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or Company, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

34. Independent Contractor. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship, and the Company, or any other employee or other person acting on behalf of the Company in the performance of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. The Company shall not receive any additional compensation in the form of wages or benefits from the City which are not specifically set forth in this Agreement. The Company shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to the Company or any such employees of Company as may be engaged in the performance of this Agreement. It is the express intent of the Parties that this Agreement shall not create an agency relationship

between the Parties. Neither the City nor its employees shall be deemed agents of the Company, and neither the Company nor its employees shall be deemed to be agents of the City.

35. Confidentiality. Proprietary or confidential information (“Confidential Information”) developed or disclosed by either party under this agreement shall be clearly labeled and identified as Confidential Information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed to the extent allowable by law by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Confidential Information which: (1) is or was known by the receiving party at the time of disclosure due to circumstances unrelated to this agreement; (2) is generally available to the public without breach of this agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this Agreement.

36. E-Signature Authority. The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party’s handwritten signature. The parties’ further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking “sign”, such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

37. Entire Agreement. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract shall be deemed to exist or to bind either party hereto.

[signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrants and certifies that they have read the Agreement in its entirety, understand it and agree to be bound by all the terms and conditions stated herein. Further, they warrant and certify they are authorized to enter into this Agreement and to execute same on behalf of the parties as the act of the said parties.

SIGNATURE OF CITY

CITY OF GREENVILLE, NC

By: _____

P.J. Connelly, Mayor

Attest:

(SEAL)

Valerie Shiuwegar, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF PITT

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

Witness my hand and seal this the _____ day of _____, 202__.

Notary Public

My commission expires: _____

COMPANY

By: _____

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that _____, _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and seal this the _____ day of _____, 20__.

Notary Public

My commission expires: _____

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney or designee (Assistant City Attorney)

PRE-AUDIT CERTIFICATION:

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

BY: _____
Jacob A. Joyner, Director of Financial Services

EXHIBIT A

**TO ECONOMIC DEVELOPMENT AGREEMENT
ANNUAL CERTIFICATION AND DISBURSEMENT REQUEST**

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

Company (“the Company”) hereby requests that a disbursement in the amount of \$_____ be made by the City of Greenville, NC (“City”) to the Company, pursuant to that certain Economic Development Agreement (the “Agreement”) between the Company and the City, dated _____, 20____. Any capitalized terms not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

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

For Job Creation and Maintenance:

- (a) Attached hereto is a true and correct copy of the Company’s latest NCUI 101 form filed with the State; and a copy of the NCUI 101 form filed with the State showing employment prior to the expansion;
- (b) It has created _____ new Qualified Jobs, which are net new positions for the Company’s operations in the State, and no jobs have been transferred from any existing operations of the Company or any of its affiliates;
- (c) It has retained _____ Qualified Jobs;
- (d) It makes available health insurance to all permanent full-time employees at the facility in the amount required for eligibility under the Agreement;
- (e) The average wage rate of all employees in new Qualified Jobs is \$ _____;

For Property Acquisition and Improvement:

- (f) The following Improvements were made during the Improvement Period from June 1, 20____, through May 31, 20____ (*List Improvements and attach invoices and cancelled checks*):
- (g) The amount of the personal and real property valuations of the Property and Improvements, as of June 1, 20____, are in the amount of \$ _____;
- (h) Attached hereto is a true and correct copy of the Company’s fixed asset report showing a description, acquisition date and cost for each asset acquired, disposed

of, or transferred from the date of the Grant Period;

Other Representations, Warranties and Certifications:

- (i) It is in compliance with all of the terms and conditions of the Agreement and affirms the representations, warranties and covenants contained therein;
- (j) it understands that if any of the certifications provided herein prove to be false and/or misleading in any respect, it shall reimburse the City in the amount of this disbursement, and the City may pursue such other legal action as it deems appropriate;
- (k) It has obtained all required permits, including but not limited to, environmental permits, for the Project;
- (l) It is not in default on any other federal, state and/or local grant agreements related to the same or similar project activities;
- (d) It is not liable for any overdue tax debt, and proof of taxes paid is attached to this certificate.

The Company represents, warrants and certifies the truth and accuracy of the statements made herein. These certifications shall be deemed to be made a part of the Agreement and are incorporated therein and governed by its terms and conditions.

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

COMPANY NAME

By: _____

Title: _____

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that _____, _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and seal this the _____ day of _____, 20__.

Notary Public

My commission expires: _____



City of Greenville, North Carolina

Meeting Date: 05/09/2024

Title of Item: Presentation of the Proposed Fiscal Year 2024-25 Operating Budgets for the Pitt-Greenville Convention & Visitors Authority, Sheppard Memorial Library, and Greenville Utilities Commission

Explanation: During the May 9, 2024 City Council meeting, representatives from the following agencies will present their Proposed Operating Budgets for the 2024-25 Fiscal Year:

- Pitt-Greenville Convention & Visitors Authority
- Sheppard Memorial Library
- Greenville Utilities Commission

A breakdown of each agency's Proposed Operating Budget is included as an attachment with this agenda item.

In compliance with Section 160A-148(5) of the North Carolina General Statutes, the City Council will hold a public hearing on Monday, June 10, and consider adopting the annual budget ordinance on Thursday, June 13.

Fiscal Note: The final amount of each of the budgets presented will be determined by City Council action at the June 13, 2024, City Council meeting.

Recommendation: Receive presentations on the Proposed Fiscal Year 2024-25 Operating Budgets and provide feedback and direction.

ATTACHMENTS

- [CVA 2025 Budget.pdf](#)
- [CVA 2025 Proposed Budget.pdf](#)
- [SML 2025 Budget Docs.pdf](#)
- [GUC 2025 Budget Packet.pdf](#)



GREENVILLE-PITT COUNTY
CONVENTION & VISITORS BUREAU

April 8, 2024

Dear Greenville City Council:

The Convention & Visitors Authority, in conjunction with its hospitality partners, continues to push towards the goal of making Greenville a preferred destination for meeting, event, tournament, and leisure travelers. During the 2024-2025 fiscal year, the Convention & Visitors Bureau will work hard to compete against our competitive set across North Carolina to bring additional tourism dollars to our community.

The cornerstone of the 2024-2025 CVA budget is centered on achieving our established goals, objectives, and program of work as set forth by the CVA Board of Directors and CVB staff. Our focus during the 2024-2025 fiscal year will be to increase the amount of marketing opportunities to promote Greenville. The CVB will concentrate on all its traditional markets with a specific concentration on outdoor adventure. The state of North Carolina is placing a special emphasis on outdoor recreation and travel in 2024, and we feel that we are well positioned with our outdoor assets to take advantage of this campaign. In addition, we will be adding new content and stops to the Greenville-Pitt County African American Cultural Trail, relaunching our Pitt County Brew & Cue Trail, and creating a Tourism Master Plan for Greenville-Pitt County.

The Convention and Visitors Bureau's 2024-2025 budget is based on projected revenue from the hotel-motel occupancy tax collections which also include Airbnb's. Currently, we are projecting a 3% increase in collections for the fiscal year. We have also been awarded \$150,000 in ARPA funds from Pitt County which we will use to increase our marketing reach.

The 2024-2025 fiscal year budget does include the use of \$110,000 of fund balance to support increased marketing and the Greenville-Pitt County Sports Commission will receive its annual payment from the capital reserve account as we continue to strive to make Greenville an excellent sports tourism destination and support the 2024 Little League Softball World Series.

This proposed budget has been approved by our CVA Executive Committee, our full CVA Board of Directors, and is ready for consideration by the Greenville City Council. The CVA appreciates your support and looks forward to working with each City Council member to make Greenville a top travel destination across our state.

Sincerely,

A handwritten signature in black ink that reads 'Andrew D. S.' with a stylized flourish at the end.

Andrew D. Schmidt, CDME, CHME, MPA
Executive Director

2024-2025 Budget Highlights

The proposed 2024-2025 fiscal year budget is based on a 3% increase in occupancy tax revenue from the past year. The 2024-2025 budget is also augmented by \$150,000 in ARPA funds from Pitt County, \$300,000 from the City's Capital Reserve Account help fund sports commission operations and Little League World Series support, and \$110,000 of fund balance which has built up due to increasing revenues. (Currently the CVB's reserve account stands at approximately \$1,035,000.) In summary, the 2024-2025 fiscal year budget is 7% higher than the current 2023-2024 fiscal year budget. This increase in funding will allow us to capitalize on additional marketing opportunities within the leisure, meetings, and sports tourism markets as well as expand the CVB staff and office space.

According to the United States Travel Association, revenues are forecast to continue rising within the leisure and corporate sectors but at a slower pace than we saw during 2023. Sports tourism is expected to increase and international travel, which does not affect our hospitality market, is forecast to decrease slightly due to increasing wait times for visas. Locally, we have seen consistent convention and meeting business, which is expected to continue throughout the 2024-2025 fiscal year. Although sports tourism is expected to surge ahead of last year's numbers, it will not significantly benefit Greenville-Pitt County due to the lack of available facilities. Our destination should benefit from slight increases in corporate and leisure travel as we push our increasing outdoor amenity base and add to our cultural opportunities for visitors.

2024-2025 Budget Specifics

1. The CVA and Sports Commission's budgets will continue to be combined for the 2024-2025 fiscal year. Budget expenditures will still be separated and reported utilizing the city's Power BI software. All expenditures used with ARPA funds are tracked and reported quarterly to Pitt County. During the 2023-2024 fiscal year, the CVB reallocated all the ARPA funds to the marketing and advertising.

2. The 2024-2025 budget reflects the investment of \$300,000 from the CVA's Capital Reserve Account to support the Greenville-Pitt County Sports Commission's efforts to increase sports related travel to the area and support the Little League Softball World Series.
3. The 2024-2025 budget includes \$150,000 of American Rescue Plan Act funds provided from the county. The CVB is receiving \$150,000 each fiscal year, through the 2025-2026 fiscal year.
4. The CVA plans to utilize \$110,000 from the CVA's fund balance to be more aggressive in its advertising and marketing efforts. Currently, the CVA's Capital Reserve Account has approximately \$1,035,000. There is a strong possibility that revenues will come in over 3% for the year, which would reduce the amount of fund balance needed for the proposed budget.
5. Salary line item. The salary line item is \$20,000 higher than the current fiscal year. The adjustment allows the CVB to expand its staff (entry level...one at the beginning of the year and one in the middle of the year) and a 4% salary adjustment for current employees. Benefit calculations have been adjusted to account for the change in salary levels and additional staff.
6. Health/Dental Insurance. This year's budget has seen a significant reduction in allocations for health and dental insurance. This reflects the current make-up of the staff with more single individuals on staff that require insurance only for themselves.
7. Contracted services line item. There is an increase in the contracted services line item to cover the additional cost of a copier for the upstairs portion of the office.
8. Rent. With the CVB acquiring the upstairs portion of the office, rent will be higher, thus increasing that line item.

2024-2025 proposed CVA budget-\$2,055,831.86

2024-2025 proposed convention center marketing fund-\$498,415.99

2024-2025 CVA Net budget-\$1,557,415.87

Future Revenue Outlook

1. There will be two additional hotels scheduled to open during the 2024-2025 fiscal year. The Hilton Garden Inn, located in downtown Greenville, will be adding 102 rooms to Greenville-Pitt County's hotel inventory in the fall of 2024. The Staybridge Suites, located in the medical district, is also scheduled to open in the fall of 2024 with 104 extended stay guest rooms. As a result of 206 extra hotel rooms in the marketplace for 75% of the fiscal year, the City and CVB should see increased occupancy tax revenues.

At the end of March 2024, there were approximately 350 Airbnb's listed in Pitt County. This number fluctuates based on the time of year. All Airbnb's in Pitt County are required to pay occupancy tax.

<u>ACCOUNT DESCRIPTION</u>	FY 2024	FY 2025
	FINAL	MGR REQ
2% OCCUPANCY TAX	\$ 902,488.49	\$ 996,831.98
1% OCCUPANCY TAX	\$ 451,244.26	\$ 498,415.99
CAPITAL RESERVE/SC	\$ 300,000.00	\$ 300,000.00
INT/INVEST EARNINGS	\$ 583.89	\$ 583.89
APPROPRIATED FUND BAL	\$ -	\$ 110,000.00
COUNTY ARPA FUNDS	\$ 240,000.00	\$ 150,000.00
TOTAL CVB REVENUES	\$ 1,894,316.64	\$ 2,055,831.86
NET	\$ 1,443,072.38	\$ 1,557,415.87

ACCOUNT DESCRIPTION

SALARIES-PERMANENT	\$ 488,050.00	\$ 508,050.00
SALARIES-PART TIME	\$ 50,000.00	\$ 52,000.00
FICA EXPENSE	\$ 42,002.00	\$ 39,882.00
GROUP LIFE	\$ 2,500.00	\$ 2,500.00
RETIREMENT	\$ 41,863.50	\$ 51,900.50
HEALTH/DENTAL INSURANCE	\$ 121,993.25	\$ 89,391.76
WORKERS COMP	\$ 1,000.00	\$ 1,000.00
UNEMPLOYMENT COMP	\$ -	\$ -
401K REGULAR EMP	\$ 5,640.00	\$ 5,140.00
WELLNESS INCENTIVE	\$ 2,100.00	\$ 2,400.00

*PERSONNEL	\$	755,148.75	\$	752,264.26
PRINTING	\$	44,682.01	\$	55,000.00
TRAVEL/TRAINING	\$	110,000.00	\$	115,000.00
MAINTENANCE & REPAIR	\$	3,000.00	\$	3,000.00
SUPPLIES & MATERIALS	\$	5,000.00	\$	7,000.00
CONTRACTED SERVICES	\$	118,000.00	\$	135,000.00
COST OF COLLECTION	\$	20,806.62	\$	22,451.61
DUES/SUBSCRIPTIONS	\$	18,000.00	\$	18,000.00
ADVERTISING	\$	230,000.00	\$	250,000.00
POSTAGE	\$	7,000.00	\$	7,000.00
CVA CELL ALLOWANCE	\$	3,500.00	\$	5,000.00
RENT	\$	42,735.00	\$	75,000.00
UTILITIES	\$	2,500.00	\$	5,000.00
GENERAL INSURANCE LIAB.	\$	1,200.00	\$	1,200.00
DIR./OFFICERS LIAB. INS.	\$	1,500.00	\$	1,500.00
CONTINGENCY	\$	5,000.00	\$	5,000.00
CONVENTION CTR MARKETING	\$	451,244.26	\$	498,415.99
CONVENTION INCENTIVES	\$	15,000.00	\$	20,000.00
TOURISM PROJECTS/SPONSOR	\$	60,000.00	\$	75,000.00
TUITON ASSISTANCE PROGRAM			\$	5,000.00
*OPERATING	\$	1,139,167.89	\$	1,303,567.60
TOTAL CVB EXPENSES		\$1,894,316.64	\$	2,055,831.86

SHEPPARD MEMORIAL LIBRARY

FY 2024-2025 Budget



BOARD OF TRUSTEES

Chris Ulffers, Chair

Terry Atkinson, Vice-Chair

Jeff Coghill

Cara Gohn

Sharon Kenney

Johnny Moye

Dorothy Muller

Lisa Mulligan

Patricia Rawls

Rick Smiley

Tracy Stroud

Matthew Scully, City Council Liaison

Mary Perkins-Williams, Pitt County Commissioner Liaison

Greg Needham, Library Director / Executive Secretary to the Board of Trustees

To: Michael Cowin, City Manager
 Ken Graves, Assistant City Manager
 Dené Alexander, Assistant City Manager
 Jacob Joyner, Director of Financial Services
 Shelley Z. Leach, Financial Analyst

From: Greg Needham, Director of Libraries 

RE: 2024-2025 Budget

Attached is the 2024-2025 Sheppard Memorial Library budget request to the City of Greenville. Sheppard Memorial Library requests \$1,436,706 for the FY 2024-2025 general fund operating budget, and \$100,150 in capital funds needed to complete main library HVAC upgrades.

The amount of general fund operating funds requested from Pitt County is \$679,331, and we are asking the County to provide \$153,483 in capital funds to share the cost to complete the main library HVAC upgrades. In an effort to complete the project our Library Board of Trustees approved \$153,484 of reserved and additional library fund balance to complete the HVAC project at the main library. State Aid is projected at \$235,790 from the State Library of North Carolina.

I appreciate the opportunity to submit this budget request to the City of Greenville, and I will be glad to answer any related questions you may have.

Thank you for your consideration.

THE SHEPPARD MEMORIAL LIBRARY SYSTEM

The Sheppard Memorial Library system consists of the main library, the Pitt County Bookmobile, and four branch facilities. The main library and two of the branches are located in the City of Greenville, one branch is located in the Town of Winterville, and another branch is located in the Town of Bethel. Operating funds for the libraries in Greenville and the Pitt County Bookmobile are funded by the City of Greenville and Pitt County. Operating costs for libraries in Winterville and Bethel are paid for by those towns, as well as support from Pitt County, and by revenues generated from the operation of these facilities. The Sheppard Memorial Library system receives the Pitt County appropriation of State public library funding because it is recognized as the county library system.

MISSION STATEMENT FOR 2023-2028

VISION

Sheppard Memorial Library is a reliable gateway to materials, services, and resources that serve the informational, recreational, intellectual, and creative pursuits of the individual and the community. It provides a welcoming community space (both virtual and real) focused on the joys of reading and lifelong learning, encouraging the free flow of ideas and supporting the preservation of the community's heritage. It is recognized throughout eastern North Carolina as significantly enhancing the economic vitality and the quality of life in the area.

MISSION STATEMENT

Sheppard Memorial Library promotes the joys of reading, life-long learning, creativity, and economic growth. It collects and maintains a diverse, comprehensive collection which provides recreation and supports enlightenment, critical thinking, literacy, and understanding throughout the region.

In an era of consistent change, Sheppard Memorial Library offers stability and reliability to its community.

The library's primary mission is to provide high-interest material in a variety of formats and locations, allowing access and use of its collections and resources by as many individuals as possible. The library provides an ever-expanding collection of books and other materials that support literacy and lifelong learning and provide a source of vital healthful recreation for our community!

The library supports both formal and informal educational endeavors of persons in the community. It particularly supports reading and learning for children and assisting students in meeting objectives established during formal courses of study.

The library aggressively seeks to add to the knowledge infrastructure of Pitt County in order to support the vitality of our knowledge-based economy. In this way it contributes to the economic development and sustainability of the community.

The library's staff is composed of highly effective information specialists who assist library users in locating authoritative, timely, non-biased information among the myriad of possible sources. They aid persons in finding books to read for recreation, and also to find answers to everyday problems as well as issues that move beyond facts and data to knowledge and enlightenment.

GOALS

The library system will provide welcoming physical public spaces that foster a sense of community, encourage the free flow of ideas, increase the availability of resources, and add to the information infrastructure of Greenville and Pitt County. We will make the growing collection of books and other materials fully-accessible and a joy to use!

The library system will provide welcoming virtual public spaces that foster a sense of community and enrich the information base of the service area.

The library system will offer its service community a rich array of programs that foster intellectual activity, promote the joys of reading, and encourage life-long learning and creativity.

The library offers comprehensive knowledge resources which nourish enlightenment, critical thinking, literacy, and understanding throughout the region. The library's collections also provide a variety of high interest material in a variety of formats and locations thereby allowing access and use of its collections and resources by as many individuals as possible. The library offers an ever-expanding collection of books that support literacy and lifelong learning as well as providing a vital source of healthful recreation for our community!

The library's staff is composed of well-trained, service-oriented employees who effectively assist library users in locating authoritative, timely, non-biased information among a myriad of possible sources. They aid persons in finding answers to everyday problems as well as issues that move beyond facts and data to knowledge and enlightenment. They assist our patrons in finding new titles, new authors, and new subjects that provide healthful entertainment and recreation; we feed the need to read!

Quality library service is not free; the Library will actively seek sources of revenue to fulfill its mission. These sources of revenue will include public and private sources.

Sheppard Memorial Library will reach out to the other public and institutional libraries in the community to enhance the service for all library users in Greenville and Pitt County.

Recognizing the vital role of technology in today's library world, Sheppard Memorial Library will provide current state-of-the art means of information delivery.

Recognizing the vital role of communications in alerting the public to services and resources, the Library will reach out through the media and other means to inform the public about its offerings.

Sheppard Memorial Library General Fund 2024-2025 Budget

REVENUES	FY 23-24 Library Board Amended Budget 3/20/24	FY 24-25 Library Board Approved Budget Request
City of Greenville	\$1,408,535	\$1,436,706
County of Pitt	\$659,545	\$679,331
County of Pitt for Bethel/Winterville	\$12,000	\$12,000
Town of Bethel	\$21,108	\$21,108
Town of Winterville	\$171,768	\$176,921
State Aid	\$235,790	\$235,790
Desk Receipts	\$59,000	\$59,000
Interest Income – General Fund	\$46,000	\$40,000
Interest Income – Special Revenue Fund	\$160	\$160
Miscellaneous Income	\$10,500	\$39,000
Greenville Housing Authority	\$13,261	\$13,261
Reserved Capital \$ - Cargo Van	\$55,131	\$0
<u>Reserved</u> Capital City Funds for HVAC	\$53,333	\$53,333
<u>Reserved</u> Capital Library Funds for HVAC	\$72,772	\$72,772
<u>Additional</u> Capital Library Funds for HVAC	\$0	\$80,712
<u>Additional</u> Capital City Funds for HVAC	\$0	\$100,150
<u>Updated</u> Capital County Funds for HVAC	\$26,667	\$153,483
Library Fund Balance	\$0	\$59,864
TOTAL REVENUES	\$2,845,570	\$3,233,591
PERSONNEL EXPENDITURES	\$1,673,180	\$1,802,528
OPERATING EXPENDITURES	\$951,226	\$957,352
OTHER EXPENDITURES		
Greenville Housing Authority	\$13,261	\$13,261
Capital - HVAC + Controls	\$152,772	\$460,450
Capital – Cargo Van	\$55,131	\$0
TOTAL ALL EXP'S	\$2,845,570	\$3,233,591



Greenville Utilities Commission Board of Commissioners
Greenville City Council
Customers of Greenville Utilities

Ladies and Gentlemen:

Greenville Utilities Commission (GUC) is pleased to present the FY 2024-25 Budget that was developed using the values and objectives identified in our “Blueprint – GUC’s Strategic Plan.” Our mission is to enhance the quality of life for those we serve by safely providing reliable utility solutions at the lowest reasonable cost, with exceptional customer service in an environmentally responsible manner. It is not merely a statement but a guiding principle that drives every facet of our operations. Furthermore, we strive to energize, empower, and engage both our employees and the community we serve to foster a culture of collaboration and innovation, ensuring sustainable progress for economic growth.

At GUC, we go beyond the conventional scope of utility services. We proudly offer retail electric, water, sewer, and natural gas services, alongside wholesale water and sewer services for neighboring communities. Our ability to provide such a wide range of utility services is a testament to our versatility and commitment to serving the evolving needs of our community, which sets us apart from many other utilities across the country.

Executive Summary

The Commission’s budget maintains several key financial metrics including debt-service coverage ratios, fund balance (as defined by the NC Local Government Commission), and days cash on hand. These metrics are reviewed for each fund and at the enterprise level. Maintaining these metrics at the fund level ensures the long-term sustainability of GUC to continue meeting its mission and future financial objectives.

Guiding all budgetary decisions is GUC’s Strategic Plan, which emphasizes our commitment to providing exceptional service while maintaining a viable financial position. The Commission utilizes Key Performance Indicators at the corporate level on a consistent basis to monitor our effectiveness in implementing the objectives identified in the Strategic Plan. Therefore, GUC’s budget goals are designed to achieve the following:

- Safely provide reliable utility solutions at the lowest reasonable cost
- Provide exceptional customer service in an environmentally responsible manner
- Position GUC to achieve greater efficiencies
- Continue to meet regulatory requirements
- Minimize rate increases
- Avoid future rate shock

- Maintain Key Performance Indicators for each fund
- Be operationally and financially prepared for emergency situations
- Be prepared for growth and expansion opportunities
- Preserve and/or improve bond ratings
- Support economic development in our community

The balancing process for the budget addressed several areas, including the review and analysis of the following:

- The ability for all four funds to be self-supporting on a sustained basis
- Continued investment in infrastructure
- Appropriate timing of expenditures for capital projects
- Revenues
- Personnel and staffing
- Cost-saving opportunities
- The updated financial models, with a focus on keeping rates as affordable as possible, while maintaining financial stability

Highlights of the FY 2024-25 proposed budget are listed below:

- Expenditures budgeted for FY 2024-25 have increased by 2.6%, or \$7.7M, when compared to the FY 2023-24 budget. Key points are:
 - \$7.9M increase in operations
 - \$3.9M increase in purchased power
 - \$300K decrease in capital outlay
 - \$7.5M decrease in purchased gas
 - \$1.5M increase in debt service
 - \$1.5M increase in City turnover
 - \$150K increase in transfers to capital projects
 - \$900K increase in transfers to rate stabilization fund
- 3.8% base rate increase for the Electric Fund, a 0.5% increase from last year's forecast
- 0.0% retail rate increase for the Water Fund, a 3.0% reduction from last year's forecast
- 7.5% firm wholesale rate increase for the Water Fund
- 5.1% rate increase for the Sewer Fund, a 1.4% increase from last year's forecast
- 0.0% rate increase for the Gas Fund, a 5.3% decrease from last year's forecast
- Funding for a 4.0% employee merit/market adjustment
- Transition 401k contribution from fixed amount to percentage of salary
- Continuation of a self-insured health insurance plan which includes a high deductible Health Savings Account option
- Continuation of self-insured dental insurance plan

- Funding to hire replacements prior to the retirement of key personnel to facilitate succession planning, leverage the knowledge and experience of long-term employees for training on critical issues and ensure smooth transitions
- Continuation of investment in the Greenville ENC Alliance to promote economic development in our region
- Transfer of \$500K to Other Post-Employment Benefits (OPEB)
- Transfer of \$150K to the City Energy Efficiency Partnership
- Investment of \$16.6M for capital outlay to maintain system reliability and comply with regulatory requirements
- Annual turnover or transfer of \$8.7M to the City of Greenville in accordance with the Charter issued by the North Carolina General Assembly

Highlights of the FY 2024-25 capital budget are listed below:

- GUC continues to make investments in capital projects to maintain reliability, meet ongoing regulatory requirements, and remain strategically positioned to facilitate growth. To that end, in FY 2024-25, GUC will be establishing capital projects totaling \$22.5M.

Key Factors Affecting the FY 2024-25 Budget

As the Commission begins its 119th year of providing utility services, many challenges and opportunities present themselves regarding the development of the budget.

Commodity Costs

The largest expenditures in the FY 2024-25 budget are for the purchased commodities of electricity and natural gas. Ensuring a constant, steady, and reasonably priced supply of power and natural gas is one of the most important challenges.

The supply of electricity is influenced by many factors including the cost of fuel for generation, the availability of that supply, and other economic and international events. Power supply can often be impacted by outages at nuclear plants, unplanned maintenance and repairs for reactors and generators, and price fluctuations in fossil fuels. The delivery of electricity to the Commission through long transmission lines can be impacted by damages caused by weather or other factors.

The supply of natural gas for the Commission, which is primarily dependent on sources located in the Gulf of Mexico, offers challenges as well. Weather is always a factor in the delivery of utility services. Events, such as hurricanes and winter storms, can impact the flow of natural gas to our area and can result in higher purchase prices and delivery costs for the commodity. Interruptions or price spikes impact costs and can also impact revenues as consumers often use less gas as prices rise.

To address these issues, the Commission has entered into contracts to receive and provide a constant and steady supply of electricity. Additionally, at several customer sites, there are peak-shaving generators the utility uses to offset periods of heavy load. Mutual aid contracts are in place with other utilities to offer assistance when major weather events cause disruptions.

The Gas Fund operates a liquefied natural gas plant to inject natural gas into the system during periods of high usage. This fuel is shipped to the plant by truck and may provide an alternative for a portion of customer demand, as needed.

Change in Rates

To support GUC's efforts to continue to provide exceptional customer service while maintaining key financial performance metrics, several rate increases are necessary for FY 2024-25 implementation. Monthly bills for residential electric customers using 1,000 kilowatt hours (kWh) will increase 3.8%. The firm wholesale water rate will increase 7.5%. The typical residential sewer customer bill will increase 5.1%. No rate increases are proposed for retail water or gas customers.

Capital Investment

The Commission serves more than 170,000 customer connections across all four operating funds. As local economic development continues to grow in our service areas, our operating systems are gearing up to meet the rising demands. The continuous expansion of our customer base necessitates proactive measures to enhance the capacities of our systems. This includes infrastructure and capacity expansions, and increased investments in capital spending. Capital spending, and the associated debt required to finance strategic investments in infrastructure, influence our budgeting process and impact rates for all funds.

The Commission's capital improvements planning and project prioritization program supports department level project planning and enables the assessment of each project's alignment with the Commission's long-term vision and strategic plan. Strategic alignment considerations include the enhancement of safety and customer service, promoting the lowest reasonable cost of service, and supporting growth as a regional utility. Functional considerations include asset criticality, reliability, and capacity, and financial evaluations are utilized to determine project impact on revenues, operations, and maintenance costs. As part of the annual budget process, five-year financial, capital spending, and capital funding plans are prepared to identify spending needs, planned sources, and scheduling of funding.

To support future growth in our service area, Hudson's Crossroads Substation is being constructed on Black Jack Simpson Road. This new substation is scheduled to be completed in 2025, providing relief for the existing Simpson substation. This substation will be included in the transmission loop which supplies power to all of the distribution substations on the system. If a transmission line is damaged and the flow of power to one of the distribution substations is lost, power can be re-routed from the other point of delivery (POD) substations through the transmission loop. This enables our customers to continue to receive power until the problem is resolved.

The Commission is embarking on the development of a community solar facility, representing a significant milestone in the Commission’s journey towards cleaner energy. The 500-kilowatt (kW) community solar facility will provide an option for customers that are interested in renewable energy but are not able to install solar panels at their home. The facility will be located at GUC’s Liquefied Natural Gas (LNG) site, ensuring strategic placement and seamless integration with existing infrastructure. The anticipated completion date is September 2025.

As part of the Water Distribution System Improvements project, a 1.5-million-gallon water tank will be constructed on the west side of Greenville along Allen Road. By increasing our water capacity, GUC will be able to accommodate anticipated growth and development in the area.

Construction has begun on the replacement and addition of clarifiers at the Wastewater Treatment Plant (WWTP). This project includes the installation of two new 125-foot diameter clarifiers at the South Plant. These clarifiers will not only restore current capacity but will also provide increased capacity to support future growth.

Expansion continues on the LNG Plant. This project will be completed in three phases. This first phase will include two 70,000-gallon cryogenic storage tanks and spill containment. The expansion will allow the Commission to reduce its reliance on trucked liquefied natural gas during peak period demands.

Supply Chain Issues/Price Inflation

Amid ongoing challenges in the supply chain and escalating prices, the Commission has taken proactive measures to safeguard our ability to deliver exceptional customer service at the lowest reasonable cost. Initiatives have included the addition of two mobile warehouse units set up at substations, which enhanced our capacity of sufficient supplies.

Personnel Funding

Recognizing that our employees are our most valuable asset, the Commission is committed to ensuring a smooth transition into the future. In line with our objective to retain an exceptional, motivated, diverse, and agile workforce, GUC adopted the iLead program to engage employees who show potential for supervisory and management positions within the next decade. Through targeted training and mentorship, participants in the program are empowered with the skills and knowledge needed to lead with confidence and effectiveness, thereby energizing our leadership pipeline for the challenges ahead.

The iGrow program was designed to cultivate a diverse pool of talented individuals eligible to earn a North Carolina Certification as a water treatment plant or wastewater treatment plant operator. Through this program, operators have access to on-the-job training opportunities and North Carolina Rural Water Association (NCRWA) Certification classes, empowering them to take charge of their own career growth and development.

Operational Excellence

Federal, State, and local regulations continue to significantly impact all aspects of the Commission's operating funds, posing both challenges and opportunities for achieving excellence in our operations. Regulations governing the siting and construction of new generation plants, reliability standards, homeland security measures, employee safety protocols, renewable resource mandates, and quality standards all impact our operating costs and rate strategies.

To address emerging cybersecurity threats, the Commission's Information Technology department performs continuous review and tuning of training, processes, and technology. All employees are required to participate in robust and comprehensive cybersecurity training. Advanced technologies have been implemented to detect, defend, and mitigate the effects of cybersecurity threats. Quarterly exercises are also performed to evaluate and test the Commission's ability to defend against and react to both physical and cybersecurity threats.

These initiatives not only fortify our operational efficiency but also reflect our ongoing dedication to energizing and empowering our workforce to meet the evolving challenges head-on, ensuring sustained engagement with our community.

Awards

The Commission received recognition from Electricities of North Carolina for outstanding performance in supporting the mission of delivering excellent customer service and adding value to the Greenville region. The five awards of excellence included Future-focused, Strengthen Public Power, Provide Superior Power, Customer-centered Innovation, and People. This is the 18th year in a row that GUC has won Awards of Excellence.

In 2024, GUC's Electric Department received the American Public Power Association's (APPA) Reliable Public Power Provider (RP3) Platinum Designation, for providing customers with safe and reliable electric service. Public power utilities must demonstrate proficiency in reliability, safety, workforce development, and system improvement. The Commission's overall system reliability is at 99.9%, which is a testament to the quality work our employees do every day. The designation is good for three years.

The Commission once again earned the Smart Energy Provider (SEP) designation from the APPA in 2022 for demonstrating commitment to and proficiency in energy efficiency, distributed generation, and environmental initiatives that support a goal of providing low-cost, quality, safe, and reliable electric service. The SEP designation, which lasts for two years, recognizes public power utilities for demonstrating leading practices in four key disciplines: smart energy program structure, energy efficiency and distributed energy programs, environmental and sustainability initiatives, and the customer experience. In total, 90 public power utilities nationwide hold the SEP designation.

For the 8th year in a row, our Water Treatment Plant (WTP) has received the prestigious North Carolina Area Wide Optimization Award (AWOP). The NC Division of Water Resources has included the Commission among the 72 out of 157 water treatment plants in the State honored for surpassing federal and state drinking water standards in 2022. The award recognition is a state effort to enhance the performance of existing surface water treatment facilities.

The WWTP “Smooth Operators” team competed at the 22nd annual Operations Challenge at the NC One Water conference and came in second for the Division 1 Collections Event. The team was also recognized for progressing to the top Division faster than any team in Operations Challenge history, making it from Division 3 to Division 1 in just three years. These events are designed to test the diverse skills required for the operation and maintenance of wastewater facilities, collection systems, and laboratories. The WWTP staff were also presented with the Wastewater Treatment Plant Operations and Maintenance Excellence Award, honoring the wastewater plant personnel who serve their community with a high level of professionalism and diligent work in the operation and maintenance of their wastewater treatment facility.

GUC’s Public Information Office received a first-time award, Excellence in Public Power Communications, from the APPA in the print and digital category. Awards were given to those who showed ingenuity and creativity in telling their stories through outstanding copy, design, graphics, social media engagement, and video editing.

The Commission places a high value on employee safety, prioritizing working safely and keeping their customers safe. Each year, staff from various departments attend the NC Department of Labor (NCDOL) and Greenville-Pitt County Chamber of Commerce’s annual Safety Banquet to recognize the Commission’s safety record, along with other local businesses. In all, the Commission was honored with nine safety awards in 2023. Gold Level Awards were presented to companies with days away from work, job transfers, or restricted time rates at least 50% below industry average. Awards at this level went to WWTP (16th year), Customer Relations (10th year), WTP (6th year), Express Office (3rd year), Administration (2nd year), Administration Building (2nd year), Finance (2nd year), Information Technology (2nd year), and Meter (2nd year). NCDOL’s Safety Awards Program was established in 1946 and recognizes private and public firms throughout the state that maintain good safety records.

The Government Finance Officers Association of the United States and Canada (GFOA) presented the Distinguished Budget Presentation Award to GUC for its annual budget for the fiscal year beginning July 1, 2023. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, an operations guide, a financial plan, and a communications device. GUC has received this award for the past eight years. The Commission also earned the GFOA Certificate of Achievement for Excellence in Financial Reporting for the 14th consecutive year. The purpose of the Annual

Comprehensive Financial Report (ACFR) is to prepare financial reports of the highest quality for the benefit of its citizens and other parties with a vital interest in the Commission's finances. The Popular Annual Financial Report (PAFR), a simplified, abbreviated version of the ACFR, received the GFOA Award for Outstanding Achievement in Popular Annual Financial Reporting for the eight consecutive year.

For the 13th year in a row, the Commission's Purchasing division received the Sustained Professional Purchasing Award (SPPA), presented by the Carolinas Association of Governmental Purchasing (CAGP). GUC is one of 15 member agencies throughout North Carolina and South Carolina to receive this designation for fiscal year 2023.

Economic Development & Community Involvement

GUC maintains its commitment to supporting growth and economic development initiatives throughout the City of Greenville and Pitt County. The Commission continues to be a sustaining member of the public-private partnership Greenville ENC Alliance to promote economic development in our community.

The Commission continues to be a leader in the community by participating in community-sponsored events such as PirateFest, Freeboot Friday, and job fairs at our local Pitt County high schools. The Electric Department participates in the local Tradesformers program, which is a youth apprenticeship program designed to connect high school students with growing industry trades in our area. GUC also participates in the STEM Outreach Program, which focuses on educating schools and colleges about the diverse set of science, technology, engineering, and math (STEM) careers that the Commission offers. The Commission's Customer Relations department continues to donate blankets and fans to provide relief during the winter and summer months for local residents in need. GUC's United Way committee raised over \$37,500 in its most recent campaign to create lasting changes that benefit seniors, families, and children in our community. The Commission is also a member of the Greenville-Pitt County Chamber of Commerce and actively participates in chamber-related events.

SUMMARY

The FY 2024-25 balanced budget was developed with the staff's best effort to control costs, while continuing to provide a high level of service to GUC's customers. Not only is the budget balanced for the near term, it also includes key components to position GUC for long-term sustainability. We are committed to upholding our mission of safely providing reliable utility solutions at the lowest reasonable cost, with exceptional customer service in an environmentally responsible manner. Together, let us continue to energize, empower, and engage our communities, building a brighter and more sustainable future for generations to come.

On behalf of the entire staff at GUC, I am pleased to present this budget for FY 2024-25.

A handwritten signature in black ink, appearing to read "Anthony C. Cannon". The signature is fluid and cursive, with a long horizontal stroke at the end.

Anthony C. Cannon
General Manager/CEO

ORDINANCE NO. 24-_____

CITY OF GREENVILLE, NORTH CAROLINA

2024-25 GREENVILLE UTILITIES COMMISSION BUDGET ORDINANCE

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

Section I. Estimated Net Revenues and Fund Balances. It is estimated that the following non-tax revenues and fund balances will be available during the fiscal year beginning July 1, 2024, and ending June 30, 2025, to meet the subsequent expenditures, according to the following schedules:

	<u>Revenues</u>	<u>Budget</u>
A.	<u>Electric Fund</u>	
	Rates & Charges	\$192,291,177
	Fees & Charges	2,118,901
	Miscellaneous	4,458,472
	Interest on Investments	839,892
	Bond Proceeds	295,380
	Transfer from Rate Stabilization	<u>6,000,000</u>
	Total Electric Fund Revenue	\$206,003,822
B.	<u>Water Fund</u>	
	Rates & Charges	\$26,433,136
	Fees & Charges	503,323
	Miscellaneous	220,696
	Interest on Investments	151,270
	Bond Proceeds	<u>58,725</u>
	Total Water Fund Revenue	\$27,367,150
C.	<u>Sewer Fund</u>	
	Rates & Charges	\$25,806,395
	Fees & Charges	443,161
	Miscellaneous	139,037
	Interest on Investments	145,578
	Bond Proceeds	<u>210,975</u>
	Total Sewer Fund Revenue	\$26,745,146
D.	<u>Gas Fund</u>	
	Rates & Charges	\$41,348,067
	Fees & Charges	176,023
	Miscellaneous	114,393
	Interest on Investments	256,894
	Bond Proceeds	<u>215,550</u>
	Total Gas Fund Revenue	<u>\$42,110,927</u>
	Total Revenues	<u><u>\$302,227,045</u></u>

Section II. Expenditures. The following amounts are hereby estimated for the Greenville Utilities Commission to be expended for managing, operating, improving, maintaining, and extending electric, water, sewer and gas utilities during the fiscal year beginning July 1, 2024, and ending on June 30, 2025, according to the following schedules:

<u>Expenditures</u>	<u>Budget</u>
Electric Fund	\$206,003,822
Water Fund	27,367,150
Sewer Fund	26,745,146
Gas Fund	<u>42,110,927</u>
Total Expenditures	<u><u>\$302,227,045</u></u>

Section III. Capital Improvements. The following Capital Improvements anticipated revenues and project appropriations as listed below in this section are hereby adopted in the fiscal year beginning July 1, 2024.

(a) It is estimated that the following non-tax revenues and long term debt proceeds will be available to fund capital project expenditures that will begin in the fiscal year beginning July 1, 2024.

<u>Capital Projects Revenues</u>	<u>Budget</u>
Electric Fund - Capital Projects Fund Balance	\$425,000
Electric Fund - Long-Term Debt Proceeds	14,475,000
Water Fund - Capital Projects Fund Balance	2,775,000
Water Fund - Long-Term Debt Proceeds	2,070,000
Sewer Fund - Capital Projects Fund Balance	975,000
Sewer Fund - Long Term Debt Proceeds	1,370,000
Gas Fund - Capital Projects Fund Balance	425,000
 Total Revenues	 <u><u>\$22,515,000</u></u>

(b) The following amounts are hereby appropriated for capital projects that will begin during the fiscal year beginning July 1, 2024.

<u>Capital Projects Expenditures</u>	<u>Budget</u>
FCP10245 Admin HVAC Upgrades	\$1,700,000
ECP10264 10 MW Peak Shaving Generator Plant	13,375,000
ECP10265 Radial Substation Conversion	1,100,000
WCP10044 COG BUILD Grant - 5th Street	2,650,000
WCP10045 NCDOT 14th Street	45,000
WCP10046 NCDOT Allen Road	10,000
WCP10047 NCDOT Corey and Worthington	150,000
WCP10048 NCDOT Firetower/Portertown	65,000
WCP10049 WTP Lagoon and Impoundment Improvements	1,500,000
SCP10249 COG BUILD Grant - 5th Street	1,750,000
SCP10250 NCDOT Allen Road	10,000
SCP10251 NCDOT Firetower/Portertown	125,000
SCP10252 NCDOT 14th Street	25,000
SCP10253 NCDOT Corey and Worthington	<u>10,000</u>
 Total Capital Projects Expenditures	 <u><u>\$22,515,000</u></u>

Section IV: Amendments.

(a) Pursuant to General Statutes 159-15, this budget may be amended by submission of proposed changes to the City Council.

(b) Notwithstanding Subsection (a) above, the General Manager/CEO of Greenville Utilities Commission is authorized to transfer funds from one appropriation to another in an amount not to exceed \$100,000. Any such transfers shall be reported to the Greenville Utilities Commission and the City Council at their next regular meeting and shall be entered in the minutes.

(c) In case of emergency which threatens the lives, health, or safety of the public, the General Manager/CEO may authorize expenditures in an amount necessary to meet the emergency so long as such amount does not exceed the amount in contingency accounts and the expenditure is reported to the Greenville Utilities Commission as soon as possible, and appropriate budget amendments are submitted to the City Council, if necessary, at its next regular meeting.

(d) Capital Projects listed in section III may be amended on an individual project basis.

Section V: Appropriation. The capital project revenue and expenditure authorizations shall extend from year to year until each project is completed.

Section VI: Distribution. Copies of this ordinance shall be furnished to the General Manager/CEO and the Chief Financial Officer of the Greenville Utilities Commission, and the Director of Financial Services of the City of Greenville to be kept on file by them for their direction in the disbursement of funds.

Adopted this the 13th day of June, 2024.

Attest:

P. J. Connelly, Mayor

Valerie Shiuwegar, City Clerk

ALL FUNDS

	FY 2023 Actual	FY 2024 Budget	FY 2024 Projected	FY 2025 Budget
REVENUE:				
Rates & Charges	\$ 264,630,965	\$ 278,321,560	\$ 268,466,344	\$ 285,878,775
Fees & Charges	2,655,656	2,342,250	2,615,507	2,569,394
U. G. & Temp. Ser. Chgs.	443,695	440,000	953,092	672,014
Miscellaneous	4,438,015	2,413,860	8,204,838	4,932,598
Interest on Investments	2,021,103	815,000	1,884,090	1,393,634
FEMA/Insurance Reimbursement	-	-	47,783	-
Bond Proceeds	375,396	-	-	780,630
Transfer from Capital Projects	366,391	-	-	-
Transfer from Rate Stabilization	5,820,000	10,200,000	7,500,000	6,000,000
	\$ 280,751,221	\$ 294,532,670	\$ 289,671,654	\$ 302,227,045

EXPENDITURES:

Operations	\$ 84,249,148	\$ 87,406,176	\$ 89,584,894	\$ 95,254,052
Purchased Power	123,403,756	136,930,058	132,618,781	140,868,151
Purchased Gas	27,998,811	28,070,700	20,102,157	20,591,544
Capital Outlay	17,642,747	16,873,680	15,798,125	16,608,922
Debt Service	12,828,919	14,853,005	14,855,555	16,333,917
City Turnover - General	6,059,368	6,180,555	7,204,587	7,564,107
Street Light Reimbursement	1,032,061	959,977	1,085,555	1,100,743
Transfer to OPEB Trust	500,000	500,000	500,000	500,000
Transfer to Rate Stabilization	1,000,000	-	1,650,000	900,000
Transfer to Capital Projects	4,595,000	2,200,000	5,800,000	2,350,000
Operating Contingencies	-	558,519	472,000	155,609
	\$ 279,309,810	\$ 294,532,670	\$ 289,671,654	\$ 302,227,045

ELECTRIC FUND

	FY 2023 Actual	FY 2024 Budget	FY 2024 Projected	FY 2025 Budget
REVENUE:				
Rates & Charges	\$ 169,332,514	\$ 182,903,800	\$ 176,563,019	\$ 192,291,177
Fees & Charges	1,458,346	1,310,000	1,265,929	1,476,802
U. G. & Temp. Ser. Chgs.	423,395	420,000	907,118	642,099
Miscellaneous	2,887,073	2,007,564	6,044,668	4,458,472
Interest on Investments	1,235,557	530,000	1,136,437	839,892
FEMA/Insurance Reimbursement	-	-	47,783	-
Bond Proceeds	287,613	-	-	295,380
Transfer from Capital Projects	3,323	-	-	-
Transfer from Rate Stabilization	5,820,000	7,800,000	7,500,000	6,000,000
	\$ 181,447,821	\$ 194,971,364	\$ 193,464,954	\$ 206,003,822
EXPENDITURES:				
Operations	\$ 34,414,049	\$ 36,393,624	\$ 37,149,441	\$ 40,486,575
Purchased Power	123,403,756	136,930,058	132,618,781	140,868,151
Capital Outlay	13,150,742	10,926,900	10,547,593	12,236,818
Debt Service	4,776,459	4,782,256	4,782,500	5,520,685
City Turnover - General	4,356,852	4,443,989	5,285,203	5,488,749
Street Light Reimbursement	1,032,061	959,977	1,085,555	1,100,743
Transfer to OPEB Trust	275,000	275,000	275,000	275,000
Transfer to Capital Projects	-	-	1,600,000	-
Operating Contingencies	-	259,560	120,881	27,101
	\$ 181,408,919	\$ 194,971,364	\$ 193,464,954	\$ 206,003,822

WATER FUND

	FY 2023 Actual	FY 2024 Budget	FY 2024 Projected	FY 2025 Budget
REVENUE:				
Rates & Charges	\$ 24,649,560	\$ 26,171,128	\$ 25,985,473	\$ 26,433,136
Fees & Charges	462,660	430,000	608,219	473,408
U. G. & Temp. Ser. Chgs.	20,300	20,000	45,974	29,915
Miscellaneous	869,106	239,000	677,754	220,696
Interest on Investments	215,102	100,000	197,136	151,270
Bond Proceeds	18,635	-	-	58,725
Transfer from Cap Projects	113,464	-	-	-
	\$ 26,348,827	\$ 26,960,128	\$ 27,514,556	\$ 27,367,150
EXPENDITURES:				
Operations	\$ 19,202,002	\$ 18,779,372	\$ 19,416,788	\$ 19,999,308
Capital Outlay	1,130,177	1,966,250	1,733,775	1,631,979
Debt Service	2,249,711	4,405,043	4,386,615	4,639,167
Transfer to OPEB Trust	75,000	75,000	75,000	75,000
Transfer to Capital Projects	2,860,000	1,600,000	1,850,000	950,000
Operating Contingencies	-	134,463	52,378	71,696
	\$ 25,516,890	\$ 26,960,128	\$ 27,514,556	\$ 27,367,150

SEWER FUND

	FY 2023 Actual	FY 2024 Budget	FY 2024 Projected	FY 2025 Budget
REVENUE:				
Rates & Charges	\$ 24,237,206	\$ 24,729,081	\$ 24,518,881	\$ 25,806,395
Fees & Charges	564,459	420,250	573,260	443,161
Miscellaneous	263,425	92,250	687,497	139,037
Interest on Investments	204,009	85,000	190,382	145,578
Bond Proceeds	69,148	-	-	210,975
Transfer from Capital Projects	142,007	-	-	-
	\$ 25,480,254	\$ 25,326,581	\$ 25,970,020	\$ 26,745,146

EXPENDITURES:

Operations	\$ 17,956,079	\$ 18,645,956	\$ 19,111,454	\$ 20,082,187
Capital Outlay	1,958,980	1,434,130	1,482,832	1,268,582
Debt Service	4,601,404	4,492,110	4,512,903	4,779,511
Transfer to OPEB Trust	75,000	75,000	75,000	75,000
Transfer to Capital Projects	735,000	600,000	700,000	500,000
Operating Contingencies	-	79,385	87,831	39,866
	\$ 25,326,463	\$ 25,326,581	\$ 25,970,020	\$ 26,745,146

GAS FUND

	FY 2023 Actual	FY 2024 Budget	FY 2024 Projected	FY 2025 Budget
REVENUE:				
Rates & Charges	\$ 46,411,685	\$ 44,517,551	\$ 41,398,971	\$ 41,348,067
Fees & Charges	170,191	182,000	168,099	176,023
Miscellaneous	418,411	75,046	794,919	114,393
Interest on Investments	366,435	100,000	360,135	256,894
Bond Proceeds	-	-	-	215,550
Transfer from Capital Projects	107,597	-	-	-
Transfer from Rate Stabilization	-	2,400,000	-	-
	\$ 47,474,319	\$ 47,274,597	\$ 42,722,124	\$ 42,110,927
EXPENDITURES:				
Operations	\$ 12,677,018	\$ 13,587,224	\$ 13,907,211	\$ 14,685,982
Purchased Gas	27,998,811	28,070,700	20,102,157	20,591,544
Capital Outlay	1,402,848	2,546,400	2,033,925	1,471,543
Debt Service	1,201,345	1,173,596	1,173,537	1,394,554
City Turnover - General	1,702,516	1,736,566	1,919,384	2,075,358
Transfer to OPEB Trust	75,000	75,000	75,000	75,000
Transfer to Rate Stabilization	1,000,000	-	1,650,000	900,000
Transfer to Capital Projects	1,000,000	-	1,650,000	900,000
Operating Contingencies	-	85,111	210,910	16,946
	\$ 47,057,538	\$ 47,274,597	\$ 42,722,124	\$ 42,110,927

GREENVILLE UTILITIES COMMISSION
BUDGET BY DEPARTMENT
2024-2025

Department	Electric	Water	Sewer	Gas	Total
Governing Body and Administration	1,025,700	1,025,700	1,025,700	1,025,701	4,102,801
Finance	8,338,617	2,871,832	2,711,554	2,957,322	16,879,325
Human Resources	2,067,048	1,109,147	1,058,733	806,652	5,041,580
Information Technology	4,280,810	1,356,871	1,356,872	1,530,001	8,524,554
Customer Relations	4,327,094	270,441	270,444	540,886	5,408,865
Developmental Activities	1,093,816	-	-	-	1,093,816
Electric Department	28,976,783	-	-	-	28,976,783
Shared Resources	108,500	51,500	47,000	53,000	260,000
Meter	2,161,308	589,445	589,446	589,446	3,929,645
Water Department	-	14,013,493	-	-	14,013,493
Sewer Department	-	-	13,947,029	-	13,947,029
Gas Department	-	-	-	8,309,858	8,309,858
Utility Locating Service	346,482	346,483	346,481	346,479	1,385,925
Ancillary	153,277,664	5,732,238	5,391,887	25,951,582	190,353,371
Grand Total	206,003,822	27,367,150	26,745,146	42,110,927	302,227,045

2023-2024

Department	Electric	Water	Sewer	Gas	Total
Governing Body and Administration	1,382,760	862,760	862,760	862,760	3,971,040
Finance	9,386,013	2,591,960	2,501,324	2,825,044	17,304,341
Human Resources	1,831,958	983,002	938,320	714,910	4,468,190
Information Technology	4,109,550	1,237,547	1,237,547	1,409,910	7,994,554
Customer Relations	4,070,614	295,663	300,663	501,327	5,168,267
Developmental Activities	791,465	-	-	-	791,465
Electric Department	23,143,828	-	-	-	23,143,828
Shared Resources	184,750	80,250	72,000	83,000	420,000
Meter	1,989,793	542,671	542,671	542,671	3,617,806
Water Department	-	13,721,131	-	-	13,721,131
Sewer Department	-	-	13,193,033	-	13,193,033
Gas Department	-	-	-	8,763,028	8,763,028
Utility Locating Service	433,023	433,023	433,023	433,023	1,732,092
Ancillary	147,647,610	6,212,121	5,245,240	31,138,924	190,243,895
Grand Total	194,971,364	26,960,128	25,326,581	47,274,597	294,532,670

**GREENVILLE UTILITIES COMMISSION
EXPENDITURES BY DEPARTMENT**

Department	FY 2023 Actual	FY 2024 Budget	FY 2024 Projected	FY 2025 Budget
Governing Body and Administration	3,697,161	3,971,040	3,951,460	4,102,801
Finance	15,659,836	17,304,341	17,202,500	16,879,325
Human Resources	3,677,257	4,468,190	4,461,048	5,041,580
Information Technology	7,152,572	7,994,554	8,446,981	8,524,554
Customer Relations	4,146,786	5,168,267	5,120,828	5,408,865
Development Activities	757,508	791,465	1,003,323	1,093,816
Electric Department	25,933,910	23,143,828	23,578,173	28,976,783
Shared Resources	441,316	420,000	206,800	260,000
Meter	3,589,696	3,617,806	3,542,137	3,929,645
Water Department	13,906,989	13,721,131	14,113,139	14,013,493
Sewer Department	13,613,252	13,193,033	13,572,331	13,947,029
Gas Department	7,519,227	8,763,028	8,511,597	8,309,858
Utility Locating Service	1,939,733	1,732,092	1,687,668	1,385,925
Ancillary	177,274,567	190,243,895	184,273,669	190,353,371
Total	279,309,810	294,532,670	289,671,654	302,227,045

**RESOLUTION RECOMMENDING TO THE CITY COUNCIL
ADOPTION OF A RESOLUTION PROVIDING FOR THE
REIMBURSEMENT TO THE GREENVILLE UTILITIES COMMISSION,
OF THE CITY OF GREENVILLE, NORTH CAROLINA, A BODY POLITIC
DULY CHARTERED BY THE STATE OF NORTH CAROLINA, FROM THE
PROCEEDS OF ONE OR MORE FINANCING(S) FOR THE EXPENDITURE OF
FUNDS FOR CERTAIN IMPROVEMENTS TO THE COMBINED ENTERPRISE
SYSTEM**

WHEREAS, in accordance with Chapter 861 of the 1991 Session Laws of North Carolina, the Greenville Utilities Commission (the "Commission") has been created for the proper management of the public utilities of the City of Greenville, North Carolina (the "City"), comprising an electric system, a natural gas system, a sanitary sewer system and a water system within and without the corporate limits of the City, (collectively the "Combined Enterprise System") with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the Combined Enterprise System;

WHEREAS, Section 1.150-2 of the Treasury Regulations prescribes specific procedures which will be applicable to certain bonds, notes or other indebtedness ("Debt") issued by or on behalf of the Commission and the City including, without limitation, a requirement that the City declare official intent to reimburse certain expenditures with proceeds of Debt to be incurred prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed;

WHEREAS, the Commission has identified certain improvements (the "Additional Improvements") to the Combined Enterprise System that have been and must be funded from available funds pending reimbursement from the proceeds of Debt to be issued for such purposes;

WHEREAS, the Additional Improvements consist of HVAC upgrades, NCDOT projects, a radial substation conversion, a peak shaving generator plant, and lagoon and impoundment improvements; now, therefore,

BE IT RESOLVED BY THE GREENVILLE UTILITIES COMMISSION as follows;

1. The City is hereby requested to give favorable consideration to and pass the proposed resolution, which resolution (the "Reimbursement Resolution") effectively would provide for the reimbursement to the Commission from the proceeds of one or more Debt financing(s) (estimated to be \$22,515,000) for certain expenditures for the Additional Improvements made not more than 60 days prior to the adoption of the Reimbursement Resolution, the Commission having determined that such adoption will be in the best interests of the Combined Enterprise System.

2. This resolution shall take effect immediately upon its passage, and a certified copy thereof shall be provided to the City Clerk for presentation to the City Council at its next regularly scheduled meeting.

Adopted this the 13th day of June, 2024.

Peter Geiger, Chair

ATTEST:

Ferrell Blount
Secretary

APPROVED AS TO FORM:

Phillip R. Dixon
General Counsel

RESOLUTION NO. 24-__
RESOLUTION DECLARING THE INTENTION OF THE
CITY COUNCIL OF THE CITY OF GREENVILLE TO REIMBURSE THE
GREENVILLE UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH
CAROLINA, A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH
CAROLINA, FROM THE PROCEEDS OF ONE OR MORE FINANCING(S) FOR
CERTAIN EXPENDITURES MADE AND TO BE MADE IN CONNECTION WITH THE
ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS

WHEREAS, in accordance with Chapter 861 of the 1991 Session Laws of North Carolina, the Greenville Utilities Commission (the “Commission”) has been created for the proper management of the public utilities of the City of Greenville, North Carolina (the “City”), comprising an electric system, a natural gas system, a sanitary sewer system and a water system within and without the corporate limits of the City, (collectively the “Combined Enterprise System”) with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the Combined Enterprise System; and

WHEREAS, Section 1.150-2 of the Treasury Regulations (the “Regulations”) prescribes specific procedures which will be applicable to certain bonds, notes or other indebtedness (“Debt”) issued by or on behalf of the Commission and the City including, without limitation, a requirement that the City declare official intent to reimburse certain expenditures with proceeds of Debt to be incurred prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed;

WHEREAS, the Commission has determined to pay certain expenditures (the “Expenditures”) incurred no more than 60 days prior to the date hereof and thereafter relating to the acquisition and construction of certain improvements (collectively, the “Additional Improvements”) more fully described below;

WHEREAS, the Additional Improvements consist of HVAC upgrades, NCDOT projects, a radial substation conversion, a peak shaving generator plant, and WTP lagoon and impoundment improvements; and

WHEREAS, the City Council of the City has determined that those moneys previously advanced by the Commission no more than 60 days prior to the date hereof to pay such Expenditures are available only on a temporary period and that it is necessary to reimburse the Commission for the Expenditures from the proceeds of one or more issues of Debt;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL as follows:

Section 1. The City hereby declares concurrence with the Commission’s intent to reimburse the Commission from the proceeds of the Debt for the Expenditures made with respect to the Additional Improvements no more than 60 days prior to the date hereof and thereafter.

Section 2. Each Expenditure was or will be either (a) of a type chargeable to capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Debt, (c) a non-recurring item that is not customarily payable from current revenues of the Combined Enterprise System, or (d) a grant to a

party that is not related to or an agent of the Commission or City so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Commission or City.

Section 3. The principal amount of the Debt estimated to be issued to reimburse the Commission for Expenditures for the Additional Improvements is estimated to be not more than \$22,515,000.

Section 4. The Commission and the City will make a reimbursement allocation, which is a written allocation by the Commission and the City that evidences the Commission's use of proceeds of the Debt to reimburse an Expenditure no later than 18 months after the later of the date on which such Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The City recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, (expenditures by "small issuers" based on the year of issuance and not the year of expenditure), and expenditures for construction projects of at least 5 years.

Section 5. This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations.

Section 6. The resolution shall take effect immediately upon its passage.

Adopted this the 13th day of June, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar

City Clerk

Upon motion of Council member _____, seconded by Council member _____, the foregoing resolution 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 such much of the proceedings of the City Council of said City at a regular meeting held on June 13, 2024 as it relates in any way to the passage of the foregoing resolution and that said proceedings are recorded in the minutes of said 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 the official seal of said City, this 13th day of June, 2024.

City Clerk

[SEAL]

**RESOLUTION RECOMMENDING TO THE CITY COUNCIL
ADOPTION OF A RESOLUTION PROVIDING FOR THE
REIMBURSEMENT TO THE GREENVILLE UTILITIES COMMISSION,
OF THE CITY OF GREENVILLE, NORTH CAROLINA, A BODY POLITIC
DULY CHARTERED BY THE STATE OF NORTH CAROLINA, FROM THE
PROCEEDS OF ONE OR MORE FINANCING(S) FOR THE EXPENDITURE OF
FUNDS FOR CERTAIN IMPROVEMENTS TO THE COMBINED ENTERPRISE
SYSTEM**

WHEREAS, in accordance with Chapter 861 of the 1991 Session Laws of North Carolina, the Greenville Utilities Commission (the "Commission") has been created for the proper management of the public utilities of the City of Greenville, North Carolina (the "City"), comprising an electric system, a natural gas system, a sanitary sewer system and a water system within and without the corporate limits of the City, (collectively the "Combined Enterprise System") with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the Combined Enterprise System;

WHEREAS, Section 1.150-2 of the Treasury Regulations prescribes specific procedures which will be applicable to certain bonds, notes or other indebtedness ("Debt") issued by or on behalf of the Commission and the City including, without limitation, a requirement that the City declare official intent to reimburse certain expenditures with proceeds of Debt to be incurred prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed;

WHEREAS, the Commission has identified certain improvements (the "Additional Improvements") to the Combined Enterprise System that have been and must be funded from available funds pending reimbursement from the proceeds of Debt to be issued for such purposes;

WHEREAS, the Additional Improvements consist of light and heavy vehicles (including certain bucket and utility trucks and trailers) and other related equipment; now, therefore,

BE IT RESOLVED BY THE GREENVILLE UTILITIES COMMISSION as follows;

1. The City is hereby requested to give favorable consideration to and pass the proposed resolution, which resolution (the "Reimbursement Resolution") effectively would provide for the reimbursement to the Commission from the proceeds of one or more Debt financing(s) (estimated to be \$1,965,000) for certain expenditures for the Additional Improvements made not more than 60 days prior to the adoption of the Reimbursement Resolution, the Commission having determined that such adoption will be in the best interests of the Combined Enterprise System.

2. This resolution shall take effect immediately upon its passage, and a certified copy thereof shall be provided to the City Clerk for presentation to the City Council at its next regularly scheduled meeting.

Adopted this the 13th day of June, 2024.

Peter Geiger, Chair

ATTEST:

Ferrell Blount
Secretary

APPROVED AS TO FORM:

Phillip R. Dixon
General Counsel

RESOLUTION NO. 24-__
RESOLUTION DECLARING THE INTENTION OF THE
CITY COUNCIL OF THE CITY OF GREENVILLE TO REIMBURSE THE
GREENVILLE UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH
CAROLINA, A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH
CAROLINA, FROM THE PROCEEDS OF ONE OR MORE FINANCING(S) FOR
CERTAIN EXPENDITURES MADE AND TO BE MADE IN CONNECTION WITH THE
ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS

WHEREAS, in accordance with Chapter 861 of the 1991 Session Laws of North Carolina, the Greenville Utilities Commission (the “Commission”) has been created for the proper management of the public utilities of the City of Greenville, North Carolina (the “City”), comprising an electric system, a natural gas system, a sanitary sewer system and a water system within and without the corporate limits of the City, (collectively the “Combined Enterprise System”) with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the Combined Enterprise System; and

WHEREAS, Section 1.150-2 of the Treasury Regulations (the “Regulations”) prescribes specific procedures which will be applicable to certain bonds, notes or other indebtedness (“Debt”) issued by or on behalf of the Commission and the City including, without limitation, a requirement that the City declare official intent to reimburse certain expenditures with proceeds of Debt to be incurred prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed;

WHEREAS, the Commission has determined to pay certain expenditures (the “Expenditures”) incurred no more than 60 days prior to the date hereof and thereafter relating to the acquisition and construction of certain improvements (collectively, the “Additional Improvements”) more fully described below;

WHEREAS, the Additional Improvements consist of light and heavy vehicles (including certain bucket and utility trucks and trailers) and other related equipment; and

WHEREAS, the City Council of the City has determined that those moneys previously advanced by the Commission no more than 60 days prior to the date hereof to pay such Expenditures are available only on a temporary period and that it is necessary to reimburse the Commission for the Expenditures from the proceeds of one or more issues of Debt;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL as follows:

Section 1. The City hereby declares concurrence with the Commission’s intent to reimburse the Commission from the proceeds of the Debt for the Expenditures made with respect to the Additional Improvements no more than 60 days prior to the date hereof and thereafter.

Section 2. Each Expenditure was or will be either (a) of a type chargeable to capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Debt, (c) a non-recurring item that is not customarily payable from current revenues of the Combined Enterprise System, or (d) a grant to a party that is not related to or an agent of the Commission or City so long as such grant does not

impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Commission or City.

Section 3. The principal amount of the Debt estimated to be issued to reimburse the Commission for Expenditures for the Additional Improvements is estimated to be not more than \$1,965,000.

Section 4. The Commission and the City will make a reimbursement allocation, which is a written allocation by the Commission and the City that evidences the Commission's use of proceeds of the Debt to reimburse an Expenditure no later than 18 months after the later of the date on which such Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The City recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, (expenditures by "small issuers" based on the year of issuance and not the year of expenditure), and expenditures for construction projects of at least 5 years.

Section 5. This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations.

Section 6. The resolution shall take effect immediately upon its passage.

Adopted this the 13th day of June, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar

City Clerk

Upon motion of Council member _____, seconded by Council member _____, the foregoing resolution 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 such much of the proceedings of the City Council of said City at a regular meeting held on June 13, 2024 as it relates in any way to the passage of the foregoing resolution and that said proceedings are recorded in the minutes of said 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 the official seal of said City, this 13th day of June, 2024.

City Clerk

[SEAL]



City of Greenville, North Carolina

Meeting Date: 05/09/2024

Title of Item: Contract with Greenville Community Shelter, Inc. for HOME-American Rescue Plan Non-Congregate Shelter Project

Explanation: Provision of Non-Congregate Shelters is an identified priority of the adopted 2022 Allocation Plan. On January 24, 2024, the Community Development staff issued a request for proposals to allow experienced and established agencies and organizations to submit proposals for funding considerations. Only responders and project teams with demonstrable knowledge and experience in developing and operating emergency shelters, including non-congregate shelters or transitional housing, and providing supportive services were requested to apply. Eligible applicants included private, not-for-profit, and public entities.

The City received 1 application for funding from Greenville Community Shelter, Inc. dba Community Crossroads Center. Due to receiving less than 3 proposals, on February 29, 2024, the City issued a second request for proposals. The City received 1 application for funding in the second round from Greenville Community Shelter, Inc. dba Community Crossroads Center.

Greenville Community Shelter, Inc., dba Community Crossroads Center, a Greenville, NC based non-profit, proposes to provide non-congregate shelter to individuals and households experiencing homelessness, including veterans, through renovating the current Community Crossroads Center administrative building into six additional housing rooms, each with its own bathroom. The family rooms are for households including families and single parents with children. Greenville Community Shelter, Inc., dba Community Crossroads Center, requested \$725,000.

Fiscal Note: The American Rescue Plan provided the City with \$1,988,461 in HOME-American Rescue Plan funding. Greenville Community Shelter, Inc., dba Community Crossroads Center, requested \$725,000.

Recommendation: Staff recommends that City Council approve funding and the contract for Community Crossroads Center in the amount of \$725,000.

ATTACHMENTS

[COG-_1192562-v1-Non-Congregate_Shelter_Contract_CITY_Community_Crossroads \(1\).docx](#)

NORTH CAROLINA

PITT COUNTY

**AGREEMENT FOR ACQUISITION AND DEVELOPMENT OF NON-CONGREGATE
SHELTERS**

This contract is dated, made, and entered into as of the _____ day of _____ 20____, by the City of Greenville (“CITY”), a North Carolina municipal corporation, and Greenville Community Shelter, Inc., dba “Community Crossroads Center” (Contractor) a Greenville, NC, based non-profit organized and existing under the laws of North Carolina.

ARTICLE I – SERVICES & SCOPE OF SERVICES

I.A BACKGROUND & PURPOSE

The City of Greenville seeks a qualified non-profit entity to provide Non-Congregate Shelter (NCS) to individuals and households experiencing homelessness or other eligible Qualified Populations (QP) as defined in the CPD Notice: Requirements for the Use of Funds in the HOME-American Rescue Plan Program. Attached as Exhibit A, incorporated as reference. The funded activities aim to reduce the frequency, severity, and duration of homelessness in the City of Greenville, NC, and provide additional safe temporary living environments for individuals, couples, and families experiencing homelessness and other Qualified Populations (QP’s) who want an alternative to available congregate shelter options. The American Rescue Plan (ARPA) provided the City with one million nine hundred eighty-eight thousand four hundred sixty one dollars (\$1,988,461.00) in HOME-American Rescue Plan funding. HOME-ARP funds may be used to acquire, rehabilitate, or construct NCS units to serve individuals applicable to HOME-ARP NCS.

I.B SERVICES & SCOPE TO BE PERFORMED

Following submittal of a qualifying, responsible bid by CONTRACTOR and acceptance by CITY as required under law, CONTRACTOR shall utilize provided funds to renovate their existing administrative building into six (6) non-congregant housing units for homeless families. In this contract, “Work” means the services that the CONTRACTOR is required to perform pursuant to this contract and all of the CONTRACTOR’S duties to the CITY that arise out of this contract.

I.C COMPENSATION

The CITY shall pay the CONTRACTOR for the Work as follows: three (3) payments; consisting of two (2) interim payments and one (1) Final payment amounting to a total of seven hundred twenty five thousand dollars (\$725,000.00) The CITY shall determine in its sole discretion the percentage of work in place and the amount paid. The CITY shall not be obligated to pay the CONTRACTOR any payments, fees, expenses, or compensation other than those authorized by this section. The CONTRACTOR will perform the Work under this AGREEMENT in accordance with all applicable federal, state and local laws, regulations and safety guidelines.

I.D ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this AGREEMENT and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given the following order:

1. This AGREEMENT with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the CONTRACTOR's Proposal which have been incorporated by reference to the final AGREEMENT;
3. CITY'S Request for Proposal and amendments, if any, *attached as Attachment "A" and hereby incorporated herein by reference and made a part hereof as if fully set forth herein*; and
4. CONTRACTOR's Proposal, *attached as Attachment "B" and hereby incorporated herein by reference and made a part hereof as if fully set forth herein*.

I.E SUBCONTRACTS

The CONTRACTOR and/or subcontractor will not sublet any portion of the work covered by this AGREEMENT without prior written approval by the CITY.

- I.E.1. The CONTRACTOR will be responsible for the schedule of any work sublet to others so as to assure the overall schedule of the project is maintained.
- I.E.2. The CONTRACTOR will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.
- I.E.3. The CONTRACTOR shall notify all subcontractors under this contract of ALL new work assignments made by the CITY to the CONTRACTOR regardless of any particular subcontractor's engagement level under a particular task order. This notification information may be requested by the CITY in the form of a report.

ARTICLE II – PUBLIC RECORDS & CONFIDENTIALITY

II. PUBLIC RECORDS & CONFIDENTIALITY

- II.A. CITY is required to comply with certain applicable statutes of the State of North Carolina regarding open meetings and/or open records. Notwithstanding anything to the contrary within the Contract, CITY shall not be liable to any party for disclosing the Contract, or any documents or communications made or received within its sole discretion, to comply with provisions of the North Carolina Uniform Commercial Code, if applicable.

ARTICLE III – TIME OF BEGINNING AND COMPLETION

III.A PERIOD OF PERFORMANCE

Work can begin immediately following written Notice of Execution of this AGREEMENT and Notice to Proceed to begin work on specified tasks. The work will be completed according to a written schedule mutually agreed upon by the CITY and the CONTRACTOR. The CONTRACTOR will be responsible for implementing and monitoring the schedule.

This AGREEMENT will expire after 2 years.

ARTICLE IV – COMPENSTATION AND PAYMENTS

IV.A FEES AND COSTS

As compensation for the CONTRACTOR’s services as outlined in ARTICLE I, a maximum fee amount is established. The contract services will be performed as individual assignments and paid in accordance with the prices submitted by the CONTRACTOR and accepted by the CITY, and attached hereto as Attachment “B”. The prices accepted for each task will be full compensation for all costs incurred for the duration of the task.

IV.B PAYMENT

Upon receipt of invoices and appropriate supporting documentation by the CITY, the invoices are payable within thirty (30) days from receipt, provided they have first been approved by the CITY. The CITY does not agree to the payment of late charges or finance charges assessed by the CONTRACTOR for any reason. Invoices are payable in U.S. funds.

The CONTRACTOR shall pay subcontractors for work performed within seven (7) days after CONTRACTOR receives payment from the CITY for work performed by the subcontractor. This requirement must be incorporated into all subcontractor agreements. Failure to comply with the seven (7) day requirement may cause the CITY to withhold payments to the CONTRACTOR and the CITY may suspend work until the subcontractor is paid.

All invoices shall be directed to: NEIGHBORHOOD AND BUSINESS SERVICES

It shall be the responsibility of the CONTRACTOR and all subcontractors to keep records of all payments requested and the dates received. The CITY may request copies of this information in the form of a report.

ARTICLE V - GENERAL TERMS AND CONDITIONS

V.A TERMINATION

The CITY may terminate this AGREEMENT at any time upon any of the following grounds:

- V.A.1 DEFAULT.** The CONTRACTOR fails to perform any of the services required in this AGREEMENT.
- V.A.2 CONVENIENCE.** The CITY may terminate this agreement by giving thirty (30) calendar days written notice. CONTRACTOR shall be paid for services provided up to the date of termination. The CITY shall not be liable to CONTRACTOR for any additional compensation, or for any consequential or incidental damages.
- V.A.3 FUNDING.** In accordance with paragraph V.G.13, this agreement shall automatically terminate should funding cease to be available.
- V.A.4 FORCE MAJEURE.** This includes but is not limited to any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes,

lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the CITY. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved.

V.A.5 **EXPIRATION.** Upon expiration of this AGREEMENT, this AGREEMENT is terminated, if not extended, in accordance with the terms and conditions of this AGREEMENT.

V.B **CONTRACTOR’S RESPONSIBILITY**

V.B.1 CONTRACTOR shall perform the Work under this AGREEMENT as an independent contractor and not as CITY’s agent or employee. CONTRACTOR shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

V.B.2 The standard of care applicable to CONTRACTOR’s performance will be the degree of skill and diligence normally employed by professional Contractors performing the same or similar services at the time and location said services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation.

V.B.3 CONTRACTOR shall furnish at no cost to the CITY all necessary labor, materials, tools, equipment, superintendence, delivery and perform all necessary services to perform and complete the Work under this AGREEMENT. CONTRACTOR shall be responsible for all travel and related expenses, if necessary.

V.B.4 CONTRACTOR shall be responsible for all federal, state and local taxes incurred, owed or payable as a result of the performance of the Work.

V.B.5 In the performance of the Work under this AGREEMENT, CONTRACTOR shall comply with all federal, state, county and CITY statutes, ordinances, regulations, and rules, which are applicable.

V.C **INDEMNIFICATION AND INSURANCE**

V.C.1 **INDEMNITY AND HOLD HARMLESS REQUIREMENTS:**

- a. To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless the CITY of Greenville, its employees, agents and **Contractors** against any liability arising out of or in connection with any of the operations or obligations of **CONTRACTOR** including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity from claims, damages, losses, and expenses, including but not limited to attorneys' fees, which is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused by acts or omissions of **CONTRACTOR**

from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations. Additionally, the **CITY** must be added as an Additional Insured to the Commercial General Liability policy.

c. Commercial Automobile Liability:

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

d. Cancellation:

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

e. Proof of Carriages:

- i. The **CONTRACTOR** shall provide the **CITY** with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the **CITY** prior to the commencement of services. Said policies shall provide that the **CITY** be an additional named insured.
- ii. The **CITY** shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.
- iii. All insurance policies shall be issued by responsible companies who are acceptable to the **CITY** and licensed and authorized to do business under the laws of North Carolina.

V.D CORRECTION OF WORK

The **CONTRACTOR** shall promptly correct all Work rejected by the **CITY** as failing to conform to this AGREEMENT. The **CONTRACTOR** shall bear all costs of correcting such rejected work. Rejected work shall consist of that Work which is deemed ineligible by the **CITY**'s representative.

V.E NOTICE

Any notice or communication required or permitted by this AGREEMENT shall be deemed sufficiently given if in writing and when delivered personally or three (3) days after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY:

CITY OF GREENVILLE
P.O. BOX 7207
GREENVILLE, NC 27835
ATTN: CITY MANAGER

CONTRACTOR:

COMMUNITY CROSSROADS
207 MANHATTAN AVENUE
GREENVILLE, NC. 27834

V.F ADDITIONAL PROVISIONS

V.F.1 **TIME IS OF THE ESSENCE**

The parties agree that **TIME IS OF THE ESSENCE** in the completion of the Work to be performed pursuant to this AGREEMENT.

The CONTRACTOR agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

V.F.2 **OWNERSHIP OF DOCUMENTS**

If and when applicable, all tracings, documents, technical reports, charts, plans, specifications, photographic negatives, survey notes, computations, and maps and other data or documents prepared or obtained under the terms of this AGREEMENT shall be delivered to and become the property of the CITY without restriction or limitation on their use. However, in the event of any reuse or alteration of any documents furnished to the CITY, such alteration or reuse shall be at the CITY'S sole risk.

V.F.3 **MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM AND NON-DISCRIMINATION**

The CITY has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The CONTRACTOR attests that it also shall take affirmative action to insure equality of opportunity in all aspects of employment and to utilize MWBE suppliers of materials and labor when available.

CONTRACTOR further agrees that in the performance of these services that it will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

V.F.4 **E-VERIFY**

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

V.F.5 **ASSIGNMENT**

There shall be no assignment, subletting or transfer of the interest (including payments) of the CONTRACTOR in any of the work covered by the AGREEMENT without the written consent of the CITY.

V.F.6 **GENERAL COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of Work under this AGREEMENT.

V.F.7 **AMENDMENTS AND WAIVER**

No waiver, alterations, consent or modification of any of the provisions of this AGREEMENT shall be binding unless in writing and signed by both parties.

V.F.8 **PERMITS, LICENSES, AND CERTIFICATES**

If applicable, the CONTRACTOR is to procure all permits, licenses, and certificates, or any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this AGREEMENT.

V.F.9 **CHOICE OF LAW AND VENUE**

This AGREEMENT is deemed to be under and shall be governed by and construed according to the laws of the State of North Carolina and the ordinances of the CITY of Greenville. The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this AGREEMENT shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.

V.F.10 **AUTHORITY TO CONTRACT**

The undersigned hereby certify that this AGREEMENT is made without prior understanding, agreement, or connection with any corporation, firm, or person who submitted bids for the Work covered by this AGREEMENT and is in all respects fair and without collusion or fraud. As to CONTRACTOR, the undersigned hereby warrants and certifies that they are authorized to enter into this AGREEMENT and to execute same on behalf of the CONTRACTOR as the act of the said CONTRACTOR.

V.F.11 **DISPUTE RESOLUTION**

In the event of a dispute between the Parties which the Parties are unable to resolve within the normal course of business, the Parties will, within fifteen (15) days after delivery of written notice of the dispute, promptly appoint a designated representative who has authority to settle the dispute. Their designated representatives shall meet as often as they deem reasonably necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. If the Parties are unable to resolve issues related to the dispute within thirty (30) days after the Parties' appointment of their designated representatives, then either party may submit their dispute to non-binding mediation before the regulatory authority's rules and practices for handling such disputes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the mediator. The matters discussed or revealed in the mediation session shall not be revealed in any subsequent litigation. In the event the matter is not resolved in mediation, either Party may pursue alternative means

of resolving the issues. The dispute resolution procedures in this section shall not preclude either Party from filing a proceeding or commencing a dispute process before a regulatory authority having proper jurisdiction pursuant to such regulatory authority's rules and practices for handling such matters.

V.F.12

CONFLICT OF INTERESTS

- a. CONTRACTOR is aware of the conflict of interest laws of the CITY of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes), and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b. CONTRACTOR covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of CONTRACTOR, its employees or associated persons or entities shall be disclosed to the CITY.
- c. CONTRACTOR shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
- d. CONTRACTOR shall make any such disclosure to the CITY in writing and immediately upon the CONTRACTOR's discovery of such possible conflict. The CITY'S determination regarding the possible conflict of interest shall be binding on all parties.
- e. No employee, agent, CONTRACTOR, elected official or appointed official of the CITY, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or CONTRACTOR, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

V.F.13

NON-APPROPRIATION OF FUNDS

CONTRACTOR acknowledges that funding for this AGREEMENT is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this AGREEMENT. By written notice to CONTRACTOR at the earliest possible date, CITY may TERMINATE this AGREEMENT, in whole or in part, at any time for lack of appropriation of funds or other withdrawal, reduction, or limitation in any way of the CITY's budget, funding, or financial resources. Such termination is in addition to the CITY's rights to terminate for convenience or cause. If this AGREEMENT is terminated for non-

appropriation, the CITY will be liable only for payment in accordance with the terms of this AGREEMENT for Work completed and expenses incurred prior to the effective date of termination. The CONTRACTOR will not be compensated for any other costs in connection with a termination for non-appropriation. The CONTRACTOR will not be entitled to recover damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. CONTRACTOR shall be released from any further obligation to provide Work affected by such termination and Termination shall not prejudice any other right or remedy available to CITY.

V.F.14 **CONFIDENTIALITY**

Proprietary or confidential information (“confidential information”) developed or disclosed by either party under this agreement shall be clearly labeled and identified as confidential information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed to the extent allowable by law by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Confidential Information which: (1) is or was known by the receiving party at the time of disclosure due to circumstances unrelated to this agreement; (2) is generally available to the public without breach of this agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this agreement.

V.F.15 **SEVERABILITY**

No waiver of any breach of this agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this agreement. If any provision of this agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this agreement and to the extent possible, this agreement shall continue without affecting the remaining provisions.

V.F.16 **ENTIRE AGREEMENT**

This AGREEMENT, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind either party hereto.

V.F.17 **HEADINGS**

The headings of the various Articles and Sections herein are for convenience of reference only and shall not form part of this AGREEMENT or define or limit any of the terms or provisions hereof.

V.F.18 **PERFORMANCE OF GOVERNMENT FUNCTIONS**

Nothing contained in this AGREEMENT shall be deemed or construed so as to in any way estop, limit, or impair the CITY from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

V.F.19 **E-SIGNATURE AUTHORITY**

The parties hereto consent and agree that this AGREEMENT may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party’s handwritten signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking “sign”, such party is signing this AGREEMENT electronically, and (2) the electronic signatures appearing on this AGREEMENT shall be treated for purposes of validity, enforceability and admissibility, **the same as hand-written signatures.**

V.F.20 **CITY MANAGER’S AUTHORITY**

To the extent, if any, the City has the power to suspend or terminate this contract or the Consultant/Contractor’s services under this Agreement, that power may be exercised by the City Manager or their designee.

V.F.21 **SECTION RESERVED FOR FUTURE USE.**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrant and certify that they have read the AGREEMENT in its entirety, understand it and agree to be bound by all the terms and conditions stated herein. Further, they warrant and certify they are authorized to enter into this AGREEMENT and to execute same on behalf of the parties as the act of the said parties.

SIGNATURES BEGIN ON NEXT PAGE

SIGNATURE OF CITY

CITY OF GREENVILLE:

BY: _____
SIGNATURE

TITLE

DATE

APPROVED AS TO FORM:

BY: _____
City Attorney or Designee (Designee means Assistant City Attorney)

PRE-AUDIT CERTIFICATION:

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

BY: _____ **DATE:** _____

ACCOUNT NUMBER:

PROJECT CODE (IF APPLICABLE):

[Vendor Signature Page Follows]

SIGNATURE OF VENDOR

VENDOR:

BY: _____
SIGNATURE

TITLE

DATE

VENDOR:

BY: _____
SIGNATURE

TITLE

DATE