



Agenda

Greenville City Council

September 8, 2025

6:00 PM

City Hall Council Chambers, 200 West 5th Street

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

I. Call Meeting To Order

II. Invocation - Council Member Les Robinson

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Public Comment Period

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

VII. Consent Agenda

1. Resolution Approving Lease Agreements for Hazard Mitigation Grant Program Properties
2. Resolution Accepting Dedication of Rights-of-Way and Easements for Augusta Trails,

Section 4, Phase 2A & 2B

3. Resolution Accepting Dedication of Rights-of-Way and Easements for Brook Hollow, Phase 1A
4. Resolution and Deed of Release for Abandonment of (1) a Twenty Foot (20') Wide Sanitary Sewer Easement Across Tax Parcel Numbers 09071 and 53862, (2) a Ten Foot (10') Wide Water Easement Across Tax Parcel Numbers 09071 and 53862, and (3) a Twenty-Five Foot (25') Wide Electric and Sanitary Sewer Easement Across Tax Parcel Number 09071, Indigreen Subdivision, Section One
5. Resolution and Deed of Release for Abandonment of a Portion of a Ten Foot (10') Wide Electric Easement Across Tax Parcel No. 85672, Indigreen Subdivision, Section One
6. Ordinance and Reimbursement Resolution Amending Greenville Utilities Commission's Capital Project Budget for HVAC Upgrades
7. Resolution Approving an Exchange of Property with Evans Street Properties LLC
8. Resolution Adopting the *Neuse River Basin Regional Hazard Mitigation Plan*
9. Resolution Approving an Interlocal Agreement with Pitt County for Animal Shelter Services
10. Resolution Authorizing an Interlocal Agreement with Pitt County for Compactor Collection from Various Apartment Complexes Within the City of Greenville
11. Resolution Authorizing the Filing of Applications to the U.S. Department of Homeland Security for the FEMA Tropical Storm Helene Hazard Mitigation Grant Program DR-4827-NC for Various Stormwater Projects
12. Request by Police Department to Utilize Asset Forfeiture Funds to Purchase Equipment
13. Request to Purchase one (1) New Additional Trolley for the City of Greenville Public Works Department, Fleet Division
14. Resolution Designating the Director of Engineering/City Engineer as the Authorized Representative to Execute and Submit Environmental Permit Applications to Federal and State Agencies for Capital Improvement Projects
15. Approval of the Proposed 2026 Schedule of City Council Meetings
16. Budget Schedule for Fiscal Year 2026-2027
17. Various Tax Refunds Greater Than \$100

VIII. New Business

18. Lease Agreement with East Carolina University for Use of the North Recreation Complex

19. Budget Ordinance Amendment #2 Amending the 2025-2026 City of Greenville Budget (Ordinance #25-020), Health Fund (Ordinance #25-020), Vehicle Replacement Fund (Ordinance #25-020), Facilities Improvement Fund (Ordinance #25-020), Transit Fund (Ordinance #25-020), Fleet Maintenance Fund (Ordinance #25-020), Sanitation Fund (Ordinance #25-020), Stormwater Management Utility Fund (Ordinance #25-020), Engineering Capital Projects Fund (Ordinance #20-019), Donations Fund (Ordinance #18-062), Capital Project Management Fund (Ordinance #24-040), Occupancy Tax Fund (Ordinance #25-020), Capital Reserve Fund (Ordinance #25-020), and Pitt-Greenville Convention & Visitors Authority Fund (Ordinance #25-020)

IX. Review of September 11, 2025, City Council Agenda

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 09/08/2025

<u>Title of Item:</u>	Resolution Approving Lease Agreements for Hazard Mitigation Grant Program Properties
<u>Explanation:</u>	<p>North Carolina General Statute (G.S.) §160A-272 allows for any property owned by a city to be leased for such terms and conditions determined by a council for no more than 10 years, upon 30 days' public notice and a resolution of the council adopted at a regular meeting.</p> <p>The City of Greenville's Hazard Mitigation Grant Program (HMGP) allows for lease of City-owned properties at an approved annual rental rate of \$1.00 per property. This item requests for the City Council of the City of Greenville to approve a HMGP lease with the following:</p> <p>Leonard Sawyer:</p> <ul style="list-style-type: none">• 1640 Pactolus Highway- Parcel #63760, consisting of .32 acres• 1530 Pactolus Highway- Parcel #39355, consisting of .59 acres <p>Shirley Hunter:</p> <ul style="list-style-type: none">• 1500 Charter Drive - Parcel #13713, consisting of .13 acres <p>The intended use of these properties is to maintain its function as additional yard space and a community garden. The proposed lease is for a term of five (5) years with an option to renew for five (5) additional but separate one (1) year terms, for the annual rental sum of \$1.00 per property pursuant to G.S. §160A-272. A resolution approving the lease agreement for these specific Hazard Mitigation Grant Program properties is attached.</p>
<u>Fiscal Note:</u>	Annual rental sum of \$1.00 per property.
<u>Recommendation:</u>	Staff recommends approval of the resolution for the properties and leases for a term of five (5) years with an option to renew for five (5) additional but separate one (1) year terms, for the annual rental sum of \$1.00 per property and authorize the City Manager to execute the lease agreements and any additional documents, as required.

ATTACHMENTS

Item #1.

- ☐ **COG-#1186257-v3-2025_HMGP-_Resolutions_HMGP_Leases.docx**
- ☐ **COG-#1205713-v2-2025-_CURRENT_Updated_Lease-_HAZARD_MITIGATION_GRANT_PROGRAM_LOT(S)_LEASE_AND_MAINTENANCE_AC - S. HUNTER.docx**
- ☐ **Exhibit A - Hunter.pdf**
- ☐ **COG-#1205713-v3-2025-_CURRENT_Updated_Lease-_HAZARD_MITIGATION_GRANT_PROGRAM_LOT(S)_LEASE_AND_MAINTENANCE_AC - L. SAWYER.docx**
- ☐ **Exhibit A - Sawyer.pdf**
- ☐ **Public Notice.pdf**

RESOLUTION NO. – 2025

RESOLUTION APPROVING LEASE AGREEMENT FOR HAZARD MITIGATION GRANT
PROGRAM PROPERTIES

WHEREAS, North Carolina General Statute (G.S.) §160A-272 authorizes the City Council of the City of Greenville (“City Council”) to approve a lease of property for a term of less than ten (10) years for any property owned by the City for such terms and upon such conditions as City Council may determine upon 30 days’ public notice and pursuant to a resolution;

WHEREAS, the City is the owner of real property situated within the City of Greenville, Pitt County, North Carolina located at:

1500 Charter Drive - Parcel #13713, consisting of .13 acres,
1640 Pactolus Highway- Parcel #63760, consisting of .32 acres,
1530 Pactolus Highway - Parcel #39355, consisting of .59 acres;

WHEREAS, the City Council does hereby determine that the properties herein described will not be needed by the City for the term of the lease;

WHEREAS, the parties desire to enter a lease for the property(s) for a term of five (5) years with an option to renew for five (5) additional, but separate one (1) year terms, for the annual rental sum of \$1.00 pursuant to G.S. §160A-272; and

WHEREAS, the required notice has been published, and the City Council is convened in a regular meeting.

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

1. It does hereby approve the lease agreement for the properties and lessee cited herein for terms of less than ten years and a rental payment of \$1.00 per year, including:
 - Shirley Hunter
 - 1500 Charter Dr. - Parcel #13713, consisting of .13 acres
 - Leonard Sawyer
 - 1640 Pactolus Highway- Parcel #63760, consisting of .32 acres,
 - 1530 Pactolus Highway - Parcel #39355, consisting of .59 acres;
2. The City Manager is authorized to execute said lease agreement and other documents and negotiate any additional terms necessary that are in the best interest of the City that are not inconsistent with the terms herein to effectuate the intent of this resolution.

This the 8th day of September, 2025.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



HAZARD MITIGATION GRANT PROGRAM LOT(S) LEASE AND MAINTENANCE AGREEMENT

THIS LEASE AND MAINTENANCE AGREEMENT ("Agreement"), is made and entered into this date, the ____ **day of September, 2025**, by and between the City of Greenville, a municipal corporation of the State of North Carolina, whose principal mailing address is PO Box 7207, Greenville, NC 27835, hereinafter referred to as "Lessor," and **Shirley Hunter**, an individual, whose principal mailing address is **1520 Charter Dr., Greenville, NC, 27834**, hereinafter referred to as "Lessee;"

W I T N E S S E T H:

WHEREAS, the Lessor is the owner of certain land located in Pitt County, which is depicted and identified with particularity in the attached Exhibit A and consist of approximately 0.13 acre(s);

WHEREAS, pursuant to North Carolina General Statute, §160A-272, the Lessor is authorized to lease or rent any property it owns for such terms and conditions as may be determined by adopting a resolution at a regular council meeting upon 30 days' public notice;

WHEREAS, the Lessor is not currently using the proposed Leased Premises for any of its operations;

WHEREAS, the Lessor is desirous of leasing the Leased Premises for a permissible purpose and the Lessee is willing to lease the Premises for the proposed purpose on the terms and conditions hereinafter set forth; and

WHEREAS, the Lesser is willing to lease the Premises on that basis.

THEREFORE, Lessor and Lessee, in consideration of the following mutual covenants and promises, agrees as follows:

That the Lessor hereby leases to the Lessee the premises located at **1500 Charter Dr.** and commonly known as parcel number **13713**, consisting of approximately **.13** acre(s), in Pitt County, North Carolina, all as shown on the diagram or survey for the "City of Greenville" and marked by legal description as Exhibit "A" which is attached hereto, and hereinafter referred to as the "Leased Premises".

1. **TERM.** The term of this Agreement is five (5) years, commencing on this date, the ____ **of September, 2025** and ending this date, the ____ **of September, 2030**, unless sooner terminated as provided herein.
2. **EXTENSION OF TIME.** It is further understood and agreed, by and between the parties hereto that either party can exercise the option to renew the lease for an additional one (1) year period, up to a maximum of five (5) additional one (1) year periods, by giving notice to the other party in writing and not less than ninety (90) days prior to the expiration of the lease, and with the consent of the other party.
3. **EXCLUSIVE CONTROL.** Except as otherwise provided in this Agreement, Lessee shall have the exclusive use and control of the Leased Premises for the stated purpose, subject to the remaining terms, conditions and restrictions as are hereinafter provided, all of which are deemed and acknowledged by the parties to be material.
4. **RENT.** The Lessee agrees to pay rent to Lessor in the sum of **\$1.00 per parcel** per year for each year of the term of the Lease Agreement and any extension periods for the Leased Premises, and additional consideration in the form of the required maintenance of the Leased Premises according to the terms of this Agreement. Rent for this lease for a 5-year period will be **\$5.00 x 1 property(s)** totaling **\$5.00**, and is due at the time of execution of this Lease Agreement.
5. **ASSIGNMENT AND SUBLETTING.** This Agreement shall not be assigned, or the Leased Premises sublet, without the written consent of the Lessor.
6. **TERMINATION.** Either party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party. Termination of this Agreement for any reason shall require the Lessee to immediately surrender the Leased Premises to Lessor. In the event Lessor, in its sole discretion, determines that the Leased Premises, or any portion thereof, is needed for Lessor's public purposes prior to the expiration of the term of this Lease Agreement, this Agreement shall become void and of no effect. Possession of such required portions shall be immediately surrendered.
7. **MAINTENANCE.** It is understood and agreed that the LESSEE accepts said Leased Premises in the physical condition in which the same now are and that the Lessor shall be under no obligation whatever to make any repairs or replacements to said Leased Premises during the term of this Agreement. During the term of this Agreement, Lessee shall be fully responsible for the maintenance and upkeep of the Leased Premises in good condition, including but not limited to cutting grass (grass shall be cut and maintained at a reasonable lawn length) or other vegetation, trimming of shrubs and plants as necessary, and insuring that no trash or other debris accumulates upon the Leased Premises.
8. **REMOVAL OF TREES AND/OR SHRUBS.** Lessee shall not remove or cause to be removed any trees or shrubs from the Leased Premises without prior written approval of the City.
9. **PERMISSIBLE USES OF PROPERTY.** The Leased Premises, the subject of this Agreement, are restricted to certain uses, as follows:

a. **THE FOLLOWING USES OF THE LEASED PREMISES ARE NOT ALLOWED:**

- i. No commercial use of the property;
- ii. No hunting shall be allowed; and
- iii. No new structures may be placed or constructed upon the property.

b. **THE FOLLOWING ARE ALLOWED USES OF THE LEASED PREMISES:**

Open space, recreational, or wetland, which includes, but not limited to: Parks, outdoor recreational activities, gardening, nature reserves, cultivation, grazing and temporary parking areas provided that such lots receive site plan approval, meet all zoning regulations and are found to be in conformity to all storm water, watershed and FEMA environmental regulations.

c. **NO OTHER USES ARE PERMITTED ON THE LEASED PREMISES.**

- d. Furthermore, any use of the property shall be in conformity with all existing zoning regulations, deed restrictions and covenants of record in the office of the Register of Deeds in Pitt County, North Carolina, and Lessee shall make no unlawful or offensive use of the premises, including waste, nuisance or other act or thing outside of the operation or allowable activities, nor allow any others to do so.

10. **INSPECTION.** Lessor shall periodically visit and examine the property to assure that all provisions of this Agreement are being followed.
11. **TAXES AND FEES.** In addition to the rent payments provided for in paragraph 3, Lessee shall also promptly pay when and as due all taxes, assessments, fees, or charges that might be levied upon the Leased Premises that is covered by this Agreement, and shall otherwise promptly pay all costs and expenses relating to their operations on the premises throughout the term of this Agreement, and Lessor shall have no responsibility of any kind for such costs or expenses. Lessee further agrees to and shall keep the Leased Premises free from liens of any kind or nature.
12. **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.
13. **SURRENDER OF PREMISES.** At the end of the term, any final extension thereof, or termination of this Agreement, Lessee shall immediately and peaceably yield up the Leased Premises to the Lessor in as good repair and condition as when taken. If applicable, Lessee agrees to have all crops removed from the Leased Premises not later than midnight at the expiration of this Lease Agreement. In the event that all crops are not removed from the Lease Premises by said date and time, the crops then remaining shall become the property of Lessor, and Lessor shall have the sole and exclusive right to them, including the right to enter upon the affected acreage, harvest and sell the crops then remaining thereon, and retain all proceeds as liquidated damages.

14. **EXERCISE OF RIGHTS AND NOTICE.** The exercise of any right or privilege by a party hereunder shall be made effective by the personal delivery or by the mailing of a written notice of such exercise to the other party unless a specific provision of this Agreement provides otherwise. Notice shall be effective upon any actual delivery or five (5) days after mailing by first class, United States mail, postage prepaid, addressed to the other party at the address set forth below:

Lessor:

Michael Cowin, City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

Lessee:

Shirley Hunter
1520 Charter Drive
Greenville, NC 27834

15. **SURVIVAL AND BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, beneficiaries, legal representatives, successors and assigns.
16. **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.
17. **DEFAULT.** Failure of Lessee to comply with the terms and conditions of this Agreement shall constitute a breach of the Agreement. In the event of such a breach, the Lessee shall be in default, and if such default shall not have been cured within 30 days of receipt by Lessee of a written notice of such default, the Lessor, without any other notice or demand, may terminate this Agreement and require Lessee to immediately surrender the premises.
18. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.** The Lessee, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that Lessee will maintain and operate the Leased Premises and associated services in compliance with all requirements imposed by Title VI of the Civil Rights Act of 1964, and other nondiscrimination authorities, as may be amended, such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency will be excluded from participation in , denied the benefits of, or be otherwise subjected to discrimination in the use of said Leased Premises. With respect to this Lease, in the event of breach of any of the above Non-discrimination covenants, City will have the right to terminate the Lease, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease was never made or issued.
19. **INSURANCE.** Lessee shall, during the entire term of this Agreement, keep in full force and effect a policy of **public liability insurance** with respect to the Leased Premises. Lessee further agrees to hold harmless, defend and indemnify Lessor, its mayor, council, managers, directors, employees and agents from any and all claims of liability or loss resulting in damage or loss to property, body or life alleged to have occurred during the term of this Agreement or any extensions thereto. A copy of such

insurance policies and the applicable declaration sheet and proof of renewal thereof shall be provided to Lessor as a prerequisite to the continuance of this Agreement.

20. **PUBLIC LIABILITY, INDEMNITY AND HOLD HARMLESS.** Lessor shall not be liable to Lessee or to Lessee's employees, agents, licensees, invitees, contractors, visitors, or to any other person or persons, for any damage or injury to person or property arising out of or in any way connected with the Leased Premises. Lessee shall and does hereby covenant and agree to defend, indemnify and hold Lessor, its officers, officials, independent contractors, agents, and employees harmless from and against any and all claims, demands, causes of action, lawsuits, damages, injuries, liabilities, costs, losses, of whatever kind or nature whatsoever, and expenses (including, without limitation, reasonable attorneys' fees) arising from, out of or because of any acts and/or omissions and in any way connected with the Leased Premises, use of the Leased Premises by Lessee, or failure of Lessee to maintain the Leased Premises in good condition.
21. **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.
22. **THIRD PARTY RIGHTS.** No Third Party Rights Created. This Agreement is intended for the benefit of the Lessor and Lessee and not any other person or entity.
23. **MODIFICATION AND WAIVER.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by written instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Failure by the Lessor or Lessee to insist on strict compliance with any term or condition shall not be deemed a waiver of said compliance.
24. **GOVERNING 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 Lease 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.
25. **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.
26. **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.

27. **COUNTERPARTS.** This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.
28. **ENTIRE AGREEMENT.** This Agreement and the exhibits attached hereto set forth all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the premises and there are no other covenants, promises, agreements, conditions, or understandings, either oral or written, between them. All prior communications, negotiations, arrangements, representations, agreements, and understandings between the parties hereto, and their respective representatives, whether oral, written, or both, are merged into this Agreement and extinguished, this Agreement superseding and canceling the same. No changes, additions, or interlineations made to this Agreement shall be binding unless initialed by each of the parties. Except as otherwise provided in this Agreement, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon Lessor or Lessee, unless reduced to writing and executed by both parties.

Lessee(s):

Shirley Hunter

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of Pitt County, North Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the ____ day of _____, 2025.

Notary Public

My Commission Expires: _____

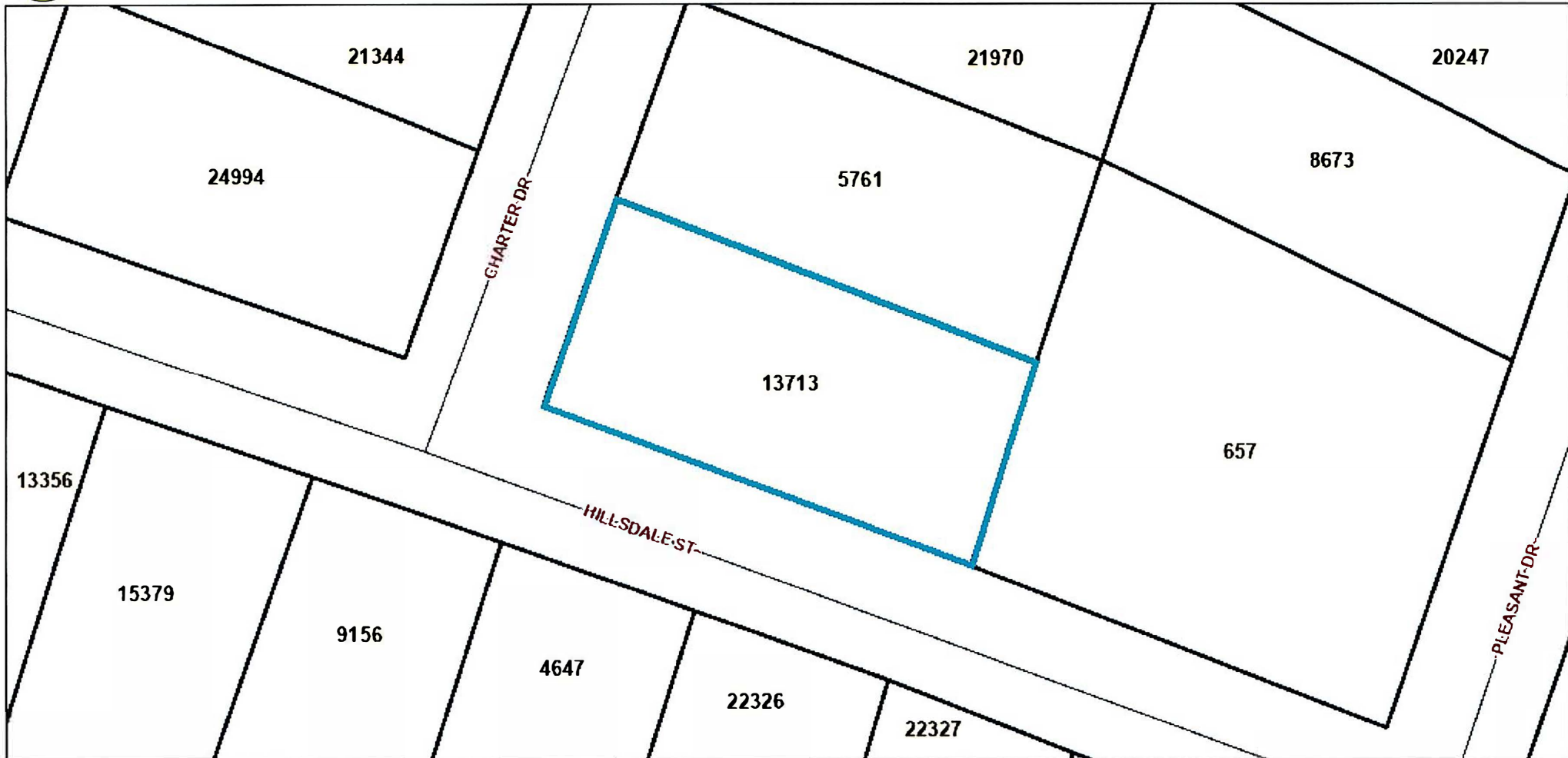
NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of Pitt County, North Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the ____ day of _____, 2025.

Notary Public

My Commission Expires: _____



Parcel #: 13713
Physical Address: 1500 CHARTER DR
Owner(s): GREENVILLE CITY OF

Mail Address: PO BOX 7207

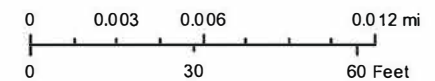
City/State/Zip: GREENVILLE NC 27835
NC PIN: 4679713555

Subdivision/
Section/Phase: HILLSDALE
Prior Legal
Description: HILLSDALE
Block/Lot: 67
Tract:

Building # / Unit:
Acreage: 0.13
Current Owner
Deed/Document:
Map Book: DB1171-373
Deed/Doc. Date: 05/01/2007
Deed/Document
Sales Price: 0
Building Type/Use:
Number of Buildings: 0
Year Built:
Total Living Area: 0
Building Value: 0
Extra Features Value: 0

Land Value: 651
Total Current
Market Value: 651
Total 2023
Market Value: 552
Municipality:
Township: GREENVILLE
Census Tract: 800
Neighborhood: 001034
Elementary School: Belvoir ES
Middle School: Wellcome MS
High School: North Pitt HS
Fire Service District: STATON HOUSE FIRE SERVICE DISTRICT

Scale: 1:424 1 inch = 35 feet



Map Produced: August 26, 2025

Disclaimer: This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.
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1288

BOOK 1171 PAGE 370

PITT COUNTY NC

07/18/2001

\$72.00



Real Estate
Excise Tax

File: 01 L 50
Cit4-Dee

file:

Mail to: Grantee: City of Greenville
Attn: Carl J. Rees, Flood Recovery Manager
Post Office Box 7207
Greenville, North Carolina 27835-7207
Telephone: (252) 329-4507

This Instrument prepared by: Conrad E. Paysour, III
Attorney at Law (Grantee's Attorney)
Post Office Box 686
Greenville, North Carolina 27835-0686
Phone: (252) 758-3430

Revenue Stamps: \$72.00

GENERAL WARRANTY DEED
CITY OF GREENVILLE, NORTH CAROLINA
(4 PAGES)

GREENVILLE, N.C. 27835-0686

THIS DEED made this 18th day of JULY, 2001, by and between the Grantor and Grantee identified below:

GRANTOR:

PERCY O. MACK and wife,
MARY S. LEWIS MACK

GRANTEE:

City of Greenville,
A North Carolina County

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by contact.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the State of North Carolina and more particularly described as follows:

Being the Grantor's realty located at the current address of 115 HILLSDALE STREET, in the City of Greenville, Pitt County, North Carolina, which is further identified as Pitt County Tax Parcel ID #13713, and which is depicted on the attached Map of Survey which is incorporated herein for a more accurate and complete Description.

This realty is conveyed subject to the following Restrictive Covenants as required by the Federal Emergency Management Agency and the North Carolina Department of Crime Control and Public Safety, Division of Emergency Management, pursuant to the Robert T. Stafford Disaster Act, Public Law 93-288 and 44 CFR 206.434 and 209.10:

MATTOX, DAVIS & BARNHILL, P.A.
ATTORNEYS AT LAW

- GREENVILLE, N.C. 27639-0888
ATTORNEYS AT LAW
- (1) LAND USE: The realty conveyed herein shall be used for purposes compatible with open space, recreational activities, or wetlands management practices. Allowable uses for this property are open space, recreational activities, nature reserves, cultivation, grazing, camping (except for where adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles that are easily moveable (except mobile homes), unimproved permeable parking lots and buffer zones. Allowable uses generally do not include walled buildings, flood reduction levees, or other uses that obstruct the natural and beneficial functions of flood plain.
 - (2) STRUCTURES: No new structures or improvements shall be erected on this realty except for the following: (I) A public facility that is open on all sides and functionally related to a designated open space or recreational use; or (II) A public restroom; or (III) A structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which the Director of the Federal Emergency Management Agency approves in writing before the construction of the structure begins. Any structure built on this realty must be located to minimize the potential for flood damage, and shall be flood-proofed or be elevated to the Base Flood Elevation plus one foot of freeboard.
 - (3) ASSISTANCE: After completing the project no application for additional disaster assistance shall be made for any purpose with respect to this realty to any Federal entity or source, and no Federal entity or source will provide such assistance.
 - (4) REPORTING: Every two (2) years beginning on October 1st, 2001 and thereafter City of Greenville (or the owner of this realty) shall report to the North Carolina Division of Emergency Management to certify that this property is maintained consistent with these Restrictive Covenants.

The foregoing Restrictive Covenants shall run with the land and be binding upon all parties having any right, title or interest in the described realty, and upon their successors and assigns. However, these Restrictions are not intended to restrict the rights of third parties in existing easements for public roads, highways, public utilities, railroads and pipelines.

TO HAVE AND TO HOLD the aforesaid parcel of land and all privileges and appurtenance thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

-----All matters revealed by the attached Incorporated Map of Survey

-----The provisions of the Restrictive Covenants set forth above.

-----Taxes for subsequent years, if any, right-of-ways for streets, highways, roads and utilities (over, under and upon the described realty), easements and

restrictions of public record, and noncompliance, if any, with local, county, state or federal government laws, ordinances, or regulations relative to zoning, environment, subdivision, occupancy, use, construction or the development of the subject property.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Percy O. Mack
PERCY O. MACK

(SEAL)

Mary S. Lewis Mack
MARY S. LEWIS MACK

(SEAL)



NORTH CAROLINA, Pitt County.

I, JOANNA A. WORMELL,
a Notary Public of the County and state aforesaid, certify
that PERCY O. MACK, Grantor, personally appeared before me
this day and acknowledged the execution of the foregoing
instrument. Witness my hand and official stamp or seal, this
18th day of JULY, 2001.

My Commission expires: MAY 20, 2006

Joanna A. Wormell
Notary Public

ATTORNEYS AT LAW



NORTH CAROLINA, Pitt County.

I, JOANNA A. WORMELL,
a Notary Public of the County and state aforesaid, certify
that MARY S. LEWIS MACK, Grantor, personally appeared before
me this day and acknowledged the execution of the foregoing
instrument. Witness my hand and official stamp or seal, this
18th day of JULY, 2001.

My Commission expires: MAY 20, 2006

Joanna A. Wormell
Notary Public

NORTH CAROLINA: Pitt County
The foregoing certificate(s) of

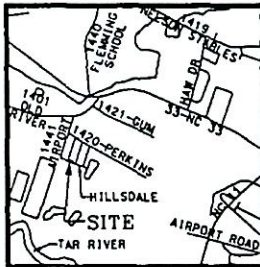
Joanna A. Wormell

Notary(ies) Public is (are) certified to be correct. Filed for registration at 10:11 o'clock A M. this 18
day of July 20 01

JUDY J. TART, Register of Deeds

By

Judy J. Tart
Assistant (Deputy) Register of Deeds



VICINITY MAP



BOOK 1171 PAGE 373

PROPERTY INFORMATION

LOT 67, HILLSDALE
OWNER: MARY S. LEWIS
ADDRESS: 115 HILLSDALE DRIVE
HMGP APP NO.: 275
PARCEL NO.: 13713
REFERENCE: DB Q-35, PG 154

LEGEND:

EIP= EXISTING IRON PIPE
NPS= NO POINT SET
R/W= RIGHT-OF-WAY
BC= BACK OF CURB

NOTES:

1. THIS MAP IS OF A SURVEY OF AN EXISTING PARCEL OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
2. SURVEY PERFORMED FOR THE CITY OF GREENVILLE HAZARD MITIGATION GRANT PROGRAM.
3. AREAS CALCULATED BY COORDINATE GEOMETRY.
4. ONE STORY ALUMINUM SIDING DWELLING LOCATED ON LOT.

I, DEBORAH T. BOYETTE, HEREBY CERTIFY THAT THIS MAP WAS DRAWN UNDER MY DIRECTION AND SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY DIRECTION AND SUPERVISION, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1 : 10,000+.

WITNESS MY HAND AND SEAL
17th DAY OF APRIL

DEBORAH T. BOYETTE



Mary S. Lewis Mack
Terry O. Mack

LS526 BG057
FB 104, PG 55

SURVEY FOR
THE CITY OF GREENVILLE

LOT 67, HILLSDALE

REFERENCE: MAP BOOK 6, PAGE 3 OF THE
PITT COUNTY REGISTRY

CITY OF GREENVILLE, PITT COUNTY, NC

DATE: APRIL 17, 2001 SCALE: 1" = 40'



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

LS526 DGN NAME: BG057.DGN DRAWING NO.: 035



HAZARD MITIGATION GRANT PROGRAM LOT(S) LEASE AND MAINTENANCE AGREEMENT

THIS LEASE AND MAINTENANCE AGREEMENT ("Agreement"), is made and entered into this date, the ____ **day of September, 2025**, by and between the City of Greenville, a municipal corporation of the State of North Carolina, whose principal mailing address is PO Box 7207, Greenville, NC 27835, hereinafter referred to as "Lessor," and **Leonard Sawyer**, an individual, whose principal mailing address is **1610 Pactolus Highway, Greenville, NC, 27834**, hereinafter referred to as "Lessee;"

WITNESSETH:

WHEREAS, the Lessor is the owner of certain land located in Pitt County, which is depicted and identified with particularity in the attached Exhibit A and consist of approximately 0.91 acre(s);

WHEREAS, pursuant to North Carolina General Statute, §160A-272, the Lessor is authorized to lease or rent any property it owns for such terms and conditions as may be determined by adopting a resolution at a regular council meeting upon 30 days' public notice;

WHEREAS, the Lessor is not currently using the proposed Leased Premises for any of its operations;

WHEREAS, the Lessor is desirous of leasing the Leased Premises for a permissible purpose and the Lessee is willing to lease the Premises for the proposed purpose on the terms and conditions hereinafter set forth; and

WHEREAS, the Lessee is willing to lease the Premises on that basis.

THEREFORE, Lessor and Lessee, in consideration of the following mutual covenants and promises, agrees as follows:

That the Lessor hereby leases to the Lessee the premises located at **1640 Pactolus Highway**, and commonly known as parcel number **63760**, consisting of approximately **.32** acre(s), in Pitt County, North Carolina, and **1530 Pactolus Highway**, and commonly known as parcel number **39355**, consisting of approximately **.59** acre(s), in Pitt County, North Carolina North

Carolina, all as shown on the diagram or survey for the “City of Greenville” and marked by legal description as Exhibit “A” which is attached hereto, and hereinafter referred to as the “Leased Premises”.

1. **TERM.** The term of this Agreement is five (5) years, commencing on this date, the ____ **of September, 2025** and ending this date, the ____ **of September, 2030**, unless sooner terminated as provided herein.
2. **EXTENSION OF TIME.** It is further understood and agreed, by and between the parties hereto that either party can exercise the option to renew the lease for an additional one (1) year period, up to a maximum of five (5) additional one (1) year periods, by giving notice to the other party in writing and not less than ninety (90) days prior to the expiration of the lease, and with the consent of the other party.
3. **EXCLUSIVE CONTROL.** Except as otherwise provided in this Agreement, Lessee shall have the exclusive use and control of the Leased Premises for the stated purpose, subject to the remaining terms, conditions and restrictions as are hereinafter provided, all of which are deemed and acknowledged by the parties to be material.
4. **RENT.** The Lessee agrees to pay rent to Lessor in the sum **of \$1.00 per parcel** per year for each year of the term of the Lease Agreement and any extension periods for the Leased Premises, and additional consideration in the form of the required maintenance of the Leased Premises according to the terms of this Agreement. Rent for this lease for a 5-year period will be **\$5.00 x 2 property(s)** totaling **\$10.00**, and is due at the time of execution of this Lease Agreement.
5. **ASSIGNMENT AND SUBLETTING.** This Agreement shall not be assigned, or the Leased Premises sublet, without the written consent of the Lessor.
6. **TERMINATION.** Either party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party. Termination of this Agreement for any reason shall require the Lessee to immediately surrender the Leased Premises to Lessor. In the event Lessor, in its sole discretion, determines that the Leased Premises, or any portion thereof, is needed for Lessor’s public purposes prior to the expiration of the term of this Lease Agreement, this Agreement shall become void and of no effect. Possession of such required portions shall be immediately surrendered.
7. **MAINTENANCE.** It is understood and agreed that the Lessee accepts said Leased Premises in the physical condition in which the same now are and that the Lessor shall be under no obligation whatever to make any repairs or replacements to said Leased Premises during the term of this Agreement. During the term of this Agreement, Lessee shall be fully responsible for the maintenance and upkeep of the Leased Premises in good condition; including but not limited to cutting grass (grass shall be cut and maintained at a reasonable lawn length) or other vegetation, trimming of shrubs and plants as necessary, and insuring that no trash or other debris accumulates upon the Leased Premises.

8. **REMOVAL OF TREES AND/OR SHRUBS.** Lessee shall not remove or cause to be removed any trees or shrubs from the Leased Premises without prior written approval of the City.
9. **PERMISSIBLE USES OF PROPERTY.** The Leased Premises, the subject of this Agreement, are restricted to certain uses, as follows:
- a. **THE FOLLOWING USES OF THE LEASED PREMISES ARE NOT ALLOWED:**
 - i. No commercial use of the property;
 - ii. No hunting shall be allowed; and
 - iii. No new structures may be placed or constructed upon the property.
 - b. **THE FOLLOWING ARE ALLOWED USES OF THE LEASED PREMISES:**

Open space, recreational, or wetland, which includes, but not limited to: Parks, outdoor recreational activities, gardening, nature reserves, cultivation, grazing and temporary parking areas provided that such lots receive site plan approval, meet all zoning regulations and are found to be in conformity to all storm water, watershed and FEMA environmental regulations.
 - c. **NO OTHER USES ARE PERMITTED ON THE LEASED PREMISES.**
 - d. Furthermore, any use of the property shall be in conformity with all existing zoning regulations, deed restrictions and covenants of record in the office of the Register of Deeds in Pitt County, North Carolina, and Lessee shall make no unlawful or offensive use of the premises, including waste, nuisance or other act or thing outside of the operation or allowable activities, nor allow any others to do so.
10. **INSPECTION.** Lessor shall periodically visit and examine the property to assure that all provisions of this Agreement are being followed.
11. **TAXES AND FEES.** In addition to the rent payments provided for in paragraph 3, Lessee shall also promptly pay when and as due all taxes, assessments, fees, or charges that might be levied upon the Leased Premises that is covered by this Agreement, and shall otherwise promptly pay all costs and expenses relating to their operations on the premises throughout the term of this Agreement, and Lessor shall have no responsibility of any kind for such costs or expenses. Lessee further agrees to and shall keep the Leased Premises free from liens of any kind or nature.
12. **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.
13. **SURRENDER OF PREMISES.** At the end of the term, any final extension thereof, or termination of this Agreement, Lessee shall immediately and peaceably yield up the Leased Premises to the Lessor in as good repair and condition as when taken. If applicable, Lessee

agrees to have all crops removed from the Leased Premises not later than midnight at the expiration of this Lease Agreement. In the event that all crops are not removed from the Lease Premises by said date and time, the crops then remaining shall become the property of Lessor, and Lessor shall have the sole and exclusive right to them, including the right to enter upon the affected acreage, harvest and sell the crops then remaining thereon, and retain all proceeds as liquidated damages.

14. **EXERCISE OF RIGHTS AND NOTICE.** The exercise of any right or privilege by a party hereunder shall be made effective by the personal delivery or by the mailing of a written notice of such exercise to the other party unless a specific provision of this Agreement provides otherwise. Notice shall be effective upon any actual delivery or five (5) days after mailing by first class, United States mail, postage prepaid, addressed to the other party at the address set forth below:

Lessor:

Michael Cowin, City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

Lessee:

Leonard Sawyer
1610 Pactolus Highway
Greenville, NC 27834

15. **SURVIVAL AND BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, beneficiaries, legal representatives, successors and assigns.
16. **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.
17. **DEFAULT.** Failure of Lessee to comply with the terms and conditions of this Agreement shall constitute a breach of the Agreement. In the event of such a breach, the Lessee shall be in default, and if such default shall not have been cured within 30 days of receipt by Lessee of a written notice of such default, the Lessor, without any other notice or demand, may terminate this Agreement and require Lessee to immediately surrender the premises.
18. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.** The Lessee, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that Lessee will maintain and operate the Leased Premises and associated services in compliance with all requirements imposed by Title VI of the Civil Rights Act of 1964, and other nondiscrimination authorities, as may be amended, such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency will be excluded from participation in , denied the benefits of, or be otherwise subjected to discrimination in the use of said Leased Premises. With respect to this Lease, in the event of breach of any of the above Non-discrimination covenants, City will have the right to terminate the Lease, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease was never made or issued.

19. **INSURANCE.** Lessee shall, during the entire term of this Agreement, keep in full force and effect a policy of **public liability insurance** with respect to the Leased Premises. Lessee further agrees to hold harmless, defend and indemnify Lessor, its mayor, council, managers, directors, employees and agents from any and all claims of liability or loss resulting in damage or loss to property, body or life alleged to have occurred during the term of this Agreement or any extensions thereto. A copy of such insurance policies and the applicable declaration sheet and proof of renewal thereof shall be provided to Lessor as a prerequisite to the continuance of this Agreement.
20. **PUBLIC LIABILITY, INDEMNITY AND HOLD HARMLESS.** Lessor shall not be liable to Lessee or to Lessee's employees, agents, licenses, invitees, contractors, visitors, or to any other person or persons, for any damage or injury to person or property arising out of or in any way connected with the Leased Premises. Lessee shall and does hereby covenant and agree to defend, indemnify and hold Lessor, its officers, officials, independent contractors, agents, and employees harmless from and against any and all claims, demands, causes of action, lawsuits, damages, injuries, liabilities, costs, losses, of whatever kind or nature whatsoever, and expenses (including, without limitation, reasonable attorneys' fees) arising from, out of or because of any acts and/or omissions and in any way connected with the Leased Premises, use of the Leased Premises by Lessee, or failure of Lessee to maintain the Leased Premises in good condition.
21. **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.
22. **THIRD PARTY RIGHTS.** No Third Party Rights Created. This Agreement is intended for the benefit of the Lessor and Lessee and not any other person or entity.
23. **MODIFICATION AND WAIVER.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by written instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Failure by the Lessor or Lessee to insist on strict compliance with any term or condition shall not be deemed a waiver of said compliance.
24. **GOVERNING 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 Lease 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.
25. **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.

26. **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.
27. **COUNTERPARTS.** This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.
28. **ENTIRE AGREEMENT.** This Agreement and the exhibits attached hereto set forth all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the premises and there are no other covenants, promises, agreements, conditions, or understandings, either oral or written, between them. All prior communications, negotiations, arrangements, representations, agreements, and understandings between the parties hereto, and their respective representatives, whether oral, written, or both, are merged into this Agreement and extinguished, this Agreement superseding and canceling the same. No changes, additions, or interlineations made to this Agreement shall be binding unless initialed by each of the parties. Except as otherwise provided in this Agreement, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon Lessor or Lessee, unless reduced to writing and executed by both parties.

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.

Lessor: CITY OF GREENVILLE

BY: _____
Michael Cowin, City Manager

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of Pitt County, North Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the ____ day of _____, 2025.

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

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

PRE-AUDIT CERTIFICATION:

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

BY: _____
Jacob Joyner, Director of Financial Services

Account Number: Deposit Account 010-01-00-000-000-462002

Project Code (if applicable) _____

Lessee(s):

Leonard Sawyer

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of Pitt County, North Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the ____ day of _____, 2025.

Notary Public

My Commission Expires: _____

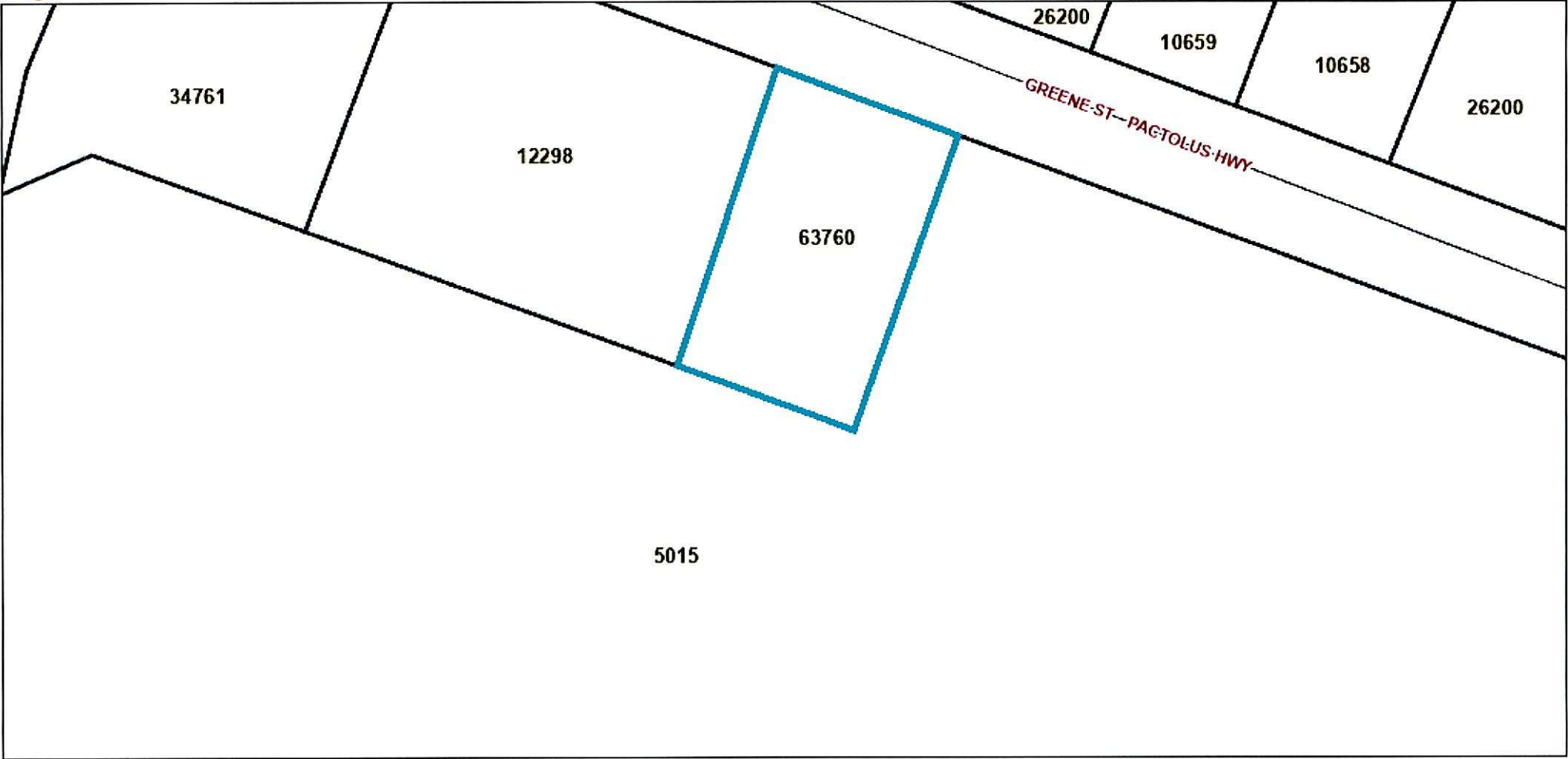
NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of Pitt County, North Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the ____ day of _____, 2025.

Notary Public

My Commission Expires: _____



Parcel #: 63760
Physical Address: 1640 PACTOLUS HW
Owner(s): GREENVILLE CITY OF

Mail Address: PO BOX 7207
City/State/Zip: GREENVILLE NC 27835
NC PIN: 4698077799

Subdivision/Section/Phase:
Prior Legal Description: COX
Block/Lot:
Tract: 28

Building # /Unit:
Acreage: 0.32
Current Owner
Deed/Document:
Map Book: DB1182-740
Deed/Doc. Date: 5/1/2007
Deed/Document Sales Price: 0
Building Type/Use:
Number of Buildings: 0
Year Built:
Total Living Area: 0
Building Value: 0
Extra Features Value: 0

Land Value: 3600
Total Current Market Value: 3600
Total 2023 Market Value: 3200
Municipality:
Township: PACTOLUS
Census Tract: 800
Neighborhood: 004051
Elementary School: Belvoir ES
Middle School: Wellcome MS
High School: JH Rose HS
Fire Service District: STATON HOUSE FIRE SERVICE DISTRICT

Scale: 1:847 1 inch = 71 feet

0 0.005 0.01 0.02 mi
0 65 130 Feet

Map Produced: August 26, 2025

Disclaimer: This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.
Copyright © 2023, Pitt County, North Carolina.

12288

Prepared By: L. ALLEN HAHN, P.A.

Return To:

file CITY of GREENVILLE

NORTH CAROLINA
COUNTY OF PITT

THIS DEED, made and entered into this the 13 day of August 2001, by and between FRANCES JOLLIE, widow, of Pitt County, North Carolina, hereinafter called GRANTOR, and CITY OF GREENVILLE, A North Carolina Municipality, hereinafter called GRANTEE;

WITNESSETH:

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

That certain tract or parcel of land lying and being situate in the City of Greenville, Pitt County, North Carolina and being more particularly described as follows:

Beginning at a PK nail set in the southern right of way line of NCSR 33 which point of beginning is also designated as Point A on the survey attached hereto and running from said beginning point S 26-00-00 W 180.00 feet to a point, a corner; thence along and with the centerline of a canal N 64-00-00 W 98.80 feet to a point, a corner; thence N 26-00-00 E 180.00 feet to a point in the southern right of way line of NCSR 33, a corner, thence; S 64-00-00 E 98.80 feet to the point and place of beginning and being all of that property as shown on the map entitled "Survey for The City of Greenville" dated December 5, 2000 which map is attached hereto for a more clear and accurate description.

Pitt COUNTY NC

08/13/2001

\$95.00

Real Estate
Excise Tax

L. ALLEN HAHN, P.A., ATTORNEY AT LAW, 504 A RED BANKS ROAD, POST OFFICE DRAWER 661, GREENVILLE, NC 27831-0661

There is also conveyed herewith all right title and interest in all property shown on the Survey attached hereto entitled "Survey for City of Greenville" dated December 5, 2000 and drawn by Parker and Associates Land Surveying, P.A.

This realty is conveyed subject to the following Restrictive Covenants as required by the Federal Emergency Management Agency and the North Carolina Department of Crime Control and Public Safety, Division of Emergency Management, pursuant to the Robert T. Stafford Disaster Act, Public Law 93-288 and 44 CFR 206.434:

- (1) This property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; and
- (2) No new structure(s) shall be built on this property except for the following:
 - (i) A public facility that is open on all sides and functionally related to a designated open space or recreational use; or
 - (ii) A public restroom; or
 - (iii) A structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which the Director of the Federal Emergency Management Agency (FEMA) approves in writing before the construction of the structure begins; and
- (3) No application for State or Federal disaster assistance will be made for this property for any purpose and no such assistance shall be provided; and
- (4) Any structure built on this property shall be located to minimize the potential for flood damage, be flood-proofed, or be elevated to the Base Flood Elevation plus one foot of freeboard; and
- (5) On October 1, 2001, and every two (2) years following this date, the City of Greenville shall report to the North Carolina Division of Emergency Management (NCDEM) to certify that this property is maintained consistent with the deed restrictions listed herein; and
- (6) Allowable uses for this property are open spaces, recreational, and wetland management uses such as parks for outdoor recreational activities, nature reserves, cultivation, grazing, camping (except for where adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles that are easily

moveable (except mobile homes), unimproved, permeable parking lots, and buffer zones. Allowable uses do not include walled buildings, flood reduction levees, or other uses that obstruct the natural and beneficial functions of the floodplain.

The foregoing Restrictive Covenants shall run with the land and be binding upon all parties having any right, title or interest in the described realty, and upon their successors and assigns. However, these Restrictions are not intended to restrict the rights of third parties in existing easements for public roads, highways, public utilities, railroads and pipelines.

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

And the Grantor, for himself, his heirs and assigns, covenants with Grantee, his heirs and assigns, that he is seized of said premises in fee and has the right to convey the same in fee simple; that the same is free and clear from all encumbrances except easements and restrictions of record and 2001 ad valorem taxes which are to be prorated between Grantor and Grantee at the time of closing, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, occupancy, use, construction or the development of the subject property, if any, and that he will warrant and defend the title to the same against the lawful claims of all persons whomsoever.

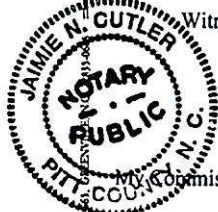
When reference is made to the Grantor or Grantee, the singular shall include the plural, and any reference to gender shall include masculine, feminine and neuter.

IN WITNESS WHEREOF, Grantor has adopted the word "SEAL" as his seal and has hereunto set his hand and seal on this the day and year first above written.

Frances Jollie (SEAL)
FRANCES JOLLIE

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, Jaime N. Cutler, a Notary Public of the aforesaid County and State do hereby certify that FRANCES JOLLIE personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance.



Witness my hand and Notarial Seal, this the 13 day of August, 2001.

My Commission Expires: 8/9/2005

Jaime N. Cutler
NOTARY PUBLIC

STATE OF NORTH CAROLINA
COUNTY OF PITT

The foregoing certificate of Jaime N. Cutler, a Notary Public of the aforesaid County and State, is certified to be correct.

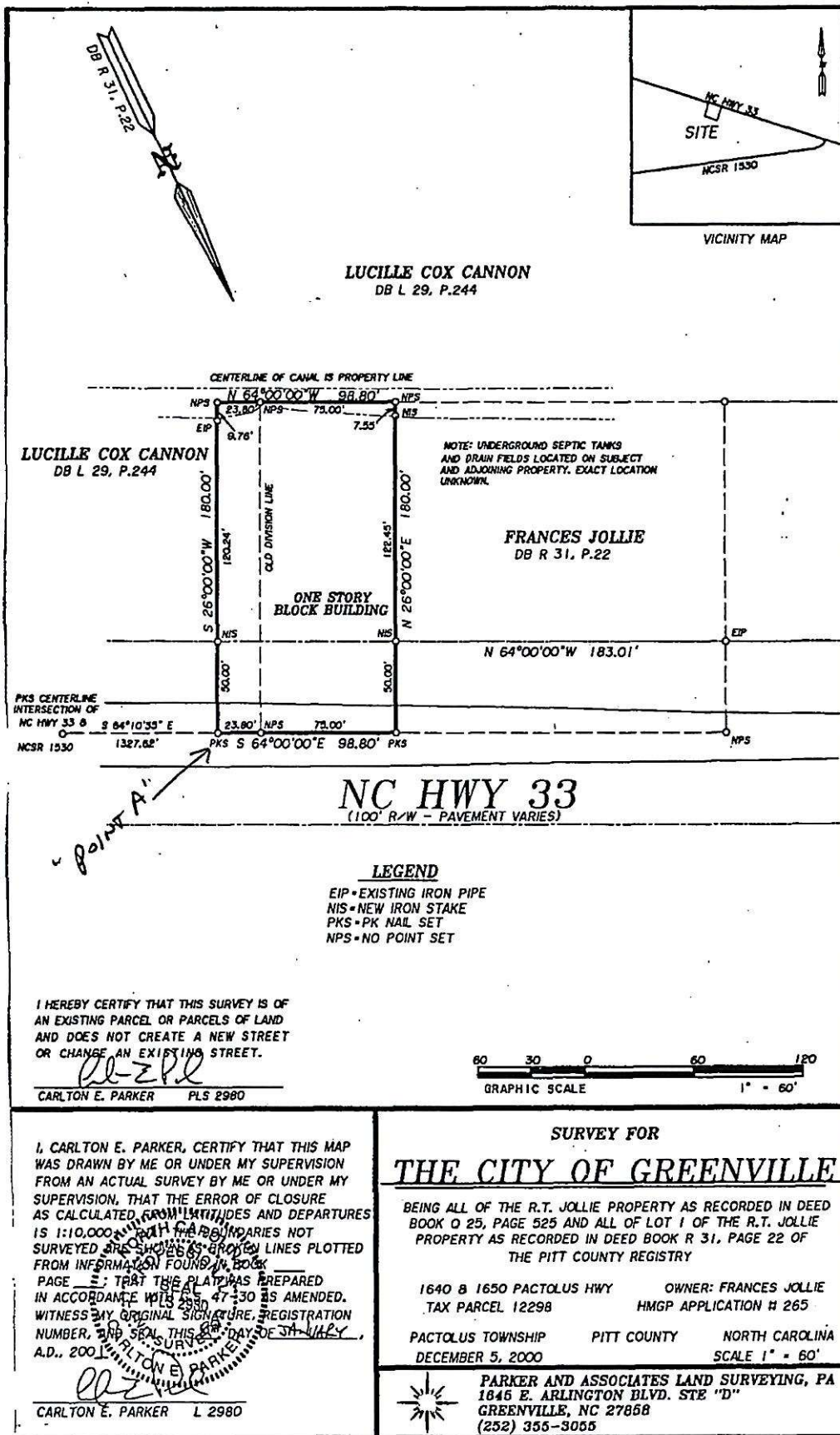
Filed for registration at 11:30 AM this the 13 day of August, 2001.

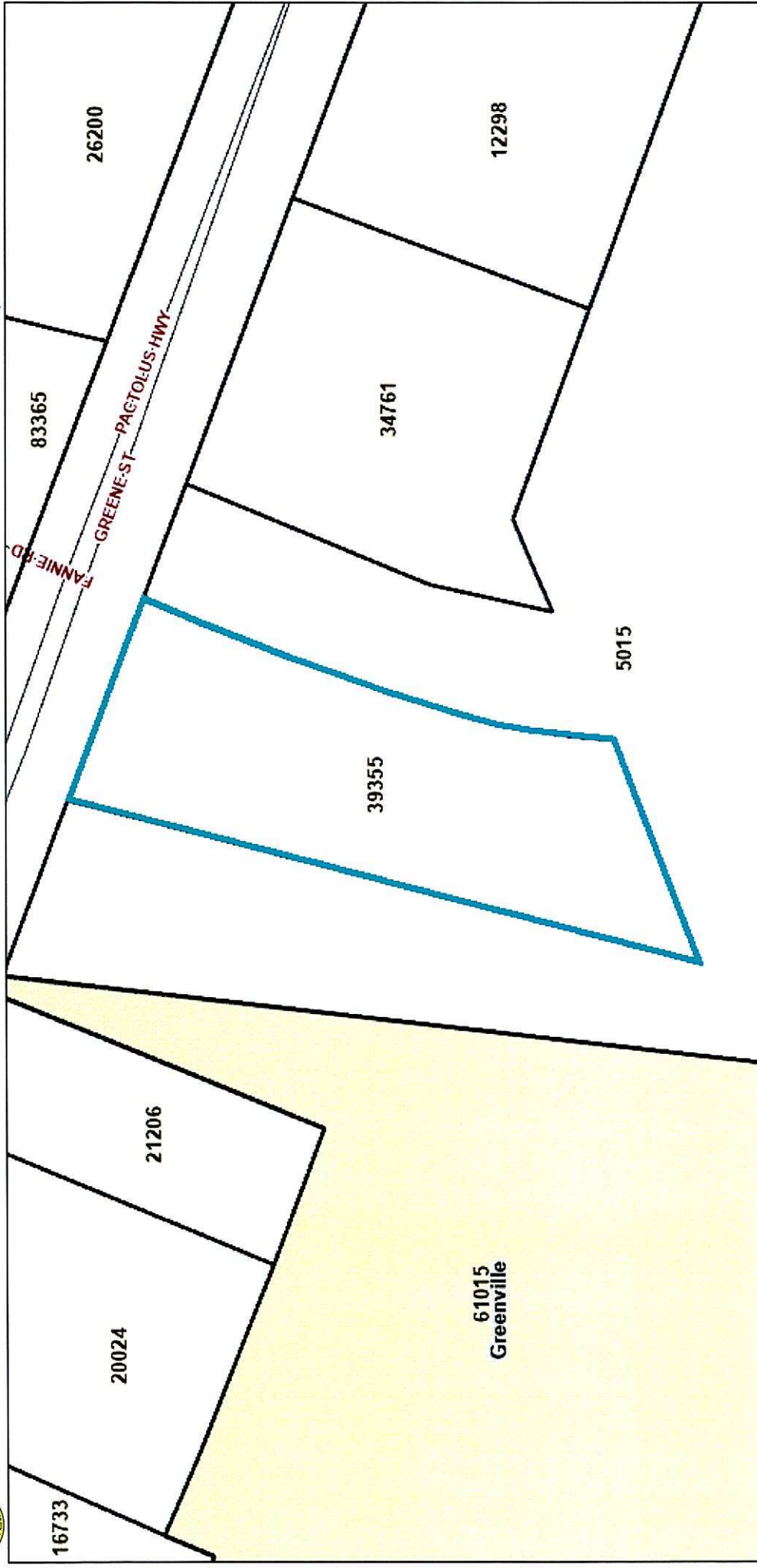
JUDY J. TART, REGISTER OF DEEDS
PITT COUNTY, NORTH CAROLINA

BY:

Judy Tart

L. ALLEN HARR, P.A., ATTORNEY AT LAW, 304 A RED BANKS ROAD, POST OFFICE DRAWER 100, PITT COUNTY, N.C. 28581





Parcel #:	39355	Building # / Unit:		Land Value:	3600
Physical Address:	1530 PACTOLUS HW	Acreage:	0.59	Total Current Market Value:	3600
Owner(s):	GREENVILLE CITY OF	Current Owner:		Total 2023 Market Value:	3200
		Map Book:	DBX50-497	Municipality:	PACTOLUS
		Deed/Doc. Date:	05/01/2007	Township:	
		Deed/Document Sales Price:	0	Census Tract:	800
		Building Type/Use:		Neighborhood:	004051
		Number of Buildings:	0	Elementary School:	Belvoir ES
		Year Built:		Middle School:	Wellcome MS
		Total Living Area:	0	High School:	JH Rose HS
		Building Value:	0	Fire Service District:	STATON HOUSE FIRE SERVICE DISTRICT
		Extra Features Value:	0		
City/State/Zip:	GREENVILLE NC 27835				
NC PIN:	4698073922				
Subdivision/Section/Phase:					
Prior Legal Description:	NC 33				
Block/Lot:					

Scale: 1:847

1 inch = 71 feet

0 0.005 0.01 0.02 mi

0 65 130 Feet

Map Produced: August 26, 2025

Disclaimer: This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.

N

Prepared by: Phillip R. Dixon

Return to: The City of Greenville, P.O. Box 7207, Greenville, NC 27835-7207

File:

NORTH CAROLINA
PITT COUNTY

11208

This DEED, made and entered into this the 19th day of March, 2001, by and between GRACE R. SUTTON (widow), of Pitt County, by and through her ATTORNEY-IN-FACT, SARA SUTTON EAKES, of Pitt County, North Carolina, hereinafter referred to as GRANTOR, and the CITY OF GREENVILLE, of Pitt County, North Carolina, hereinafter referred to as GRANTEE;

WITNESSETH:

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

Situate on the south side of N.C. 33 Highway in Pactolus Township, Pitt County, North Carolina, being more particularly described as follows: Beginning at a point in the centerline of N.C. 33 Highway, said point being 2042.4 feet westerly from the centerline of S.R. 1530 as measured along the center of N.C. 33, thence S. 11-45 W. a distance of 51.59 feet to an iron stake in the center of a path; thence S. 64-00-58 E. and along the south line of N.C. 33, a distance of 91.45 feet to an iron stake; thence from the true point of beginning thus found S. 64-00-58 W. and along the right of way of said highway a distance of 100.00 feet to an iron stake; thence S. 26-03-54 W. a distance of 109.42 feet to an iron stake; thence on a curve to the left having a radius of 280.00 feet and a chord bearing S. 18-54-27 W. a distance of 69.77 feet to a point; thence S. 12-02-29 W. a distance of 38.65 feet to a point in the center of the canal a distance of 111.42 feet to a point; thence N. 18-34-37 E. a distance of 296.71 feet to the point of beginning, containing 22, 848 sq. ft., more or less. And being the same property as shown on that survey entitled "Survey Plat for Lewis Sutton and Grace R. Sutton" dated June 9, 1982 by Willard Hall, Registered Surveyor, which survey is attached hereto and made a part of this deed for particular reference. Reference is made to Deed dated June 9, 1982 from Jesse G. Cannon and wife, Lucille C. Cannon to Lewis Sutton and wife, Grace R. Sutton, appearing of record in Book X-50, at Page 495, Pitt County Public Registry.

This conveyance is subject to the following restrictions:

1. LAND USE: This property shall be dedicated and maintained in perpetuity for uses compatible with open

Pitt County NC
03/19/2001
\$112.00

Real Estate
Excise Tax



STATE OF
NORTH
CAROLINA

LAW OFFICES OF DIXON, DOUB & CONNER, P.O. Drawer 8668, Greenville N.C. 27835-8668 (252) 355-8100

space, recreation, wetlands management practices;

2. **STRUCTURES:** No new structure(s) shall be built on this property except for the following:

- (i) A public facility that is open on all sides and functionally related to a designated open space or recreational use; or
- (ii) A public restroom; or
- (iii) A structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which the Director of the Federal Emergency Management Agency (FEMA) approves in writing before the construction of the structure begins; and

3. **ASSISTANCE:** No application for State or Federal disaster assistance will be made for this property for any purpose and no such assistance shall be provided; and

4. **CONVEYANCE:** Any structure built on this property shall be located to minimize the potential for flood damage, be flood-proofed, or be elevated to the Base Flood Elevation plus one foot of freeboard; and.

5. On October 1, 2001, and every two (2) years following this date, the City of Greenville shall report to the North Carolina Division of Emergency Management (NCDEM) to certify that this property is maintained consistent with the Deed restrictions listed herein; and

6. **TERM AND BINDING EFFECT:** Allowable uses for this property are open space, recreational, and wetland management uses such as parks for outdoor recreational activities, nature reserves, cultivation, grazing, camping (except for where adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles that are easily movable (except mobile homes), unimproved, permeable parking lots, and buffer zones. Allowable uses do not include walled buildings, flood reduction levees, or other uses that obstruct the natural and beneficial functions of the floodplain.

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

And the Grantor, for itself, its successors and assigns, covenants with Grantee, its successors and assigns, that it is seized of said premises in fee and has the right to convey the same in fee simple; that the same is free and clear from all encumbrances, except easements and restrictions of record and 2001 ad valorem taxes, which are to be prorated between Grantor and Grantee at the time of closing, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, occupancy, use, construction or the development of the subject property, if any, and that he will warrant and defend the title to the same against the lawful claims of all persons whomsoever.

The designation Grantor and Grantee as used herein shall include said parties, its heirs, successors, and assigns, and shall include singular, plural, masculine, feminine and neuter as required by context.

IN WITNESS WHEREOF, Grantor has adopted the word "SEAL" as her seal and has hereunto set her hand and seal on this the day and year first above written.

*Grace R. Sutton by
Sara Sutton Eakes her
attorney in fact*
(SEAL)
GRACE R. SUTTON, BY SARA
SUTTON EAKES, HER ATTORNEY-IN-FACT

NORTH CAROLINA
PITT COUNTY

I, *Theresa A. Locascio*, a Notary Public of the aforesaid County and State, do hereby certify that SARA SUTTON EAKES, Attorney-in-Fact for GRACE R. SUTTON, personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing instrument for and on behalf of GRACE R. SUTTON that her authority to execute and acknowledge said instrument is contained in an instrument duly recorded and acknowledged and recorded in the Office of the Pitt County Public Registry in Book 1119, at Page 71, on the 19th of March, 2001 and that this instrument was executed in the capacity indicated by virtue of the authority given by said instrument granting SARA SUTTON EAKES the Power of Attorney, that the said SARA SUTTON EAKES acknowledged due execution of the foregoing instrument for the purposes therein expressed for and in behalf of GRACE R. SUTTON.

WITNESS my hand and notarial seal, this the 19th day of March, 2001.

Theresa A. Locascio
NOTARY PUBLIC

My commission expires: 6/23/03




FAWP\PRD\RE\COGESUTTON.DEE

NORTH CAROLINA: Pitt County
The foregoing certificate(s) of

Theresa A. Locascio

Notary(ies) Public is (are) certified to be correct. Filed for registration at 4:17 o'clock P M. this 19 day of March 2001.

JUDY J. TART, Register of Deeds
By *Deborah J. Tart*
Assistant/Deputy Register of Deeds



GreenvilleCityPage

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August 9, 2025-August 15, 2025

Public Meetings

City Council will meet for a workshop on Monday, August 11, at 4:00 p.m. in City Hall Conference Room 337, 200 West Fifth Street.

City Council will meet on Monday, August 11, at 4:00 p.m. in the Council Chambers of City Hall, 200 West Fifth Street.

Affordable Housing Loan Committee will meet on Wednesday, August 13, at 4:00 p.m. in the Council Chambers of City Hall, 200 West Fifth Street.

City Council will meet on Thursday, August 14, at 6:00 p.m. in the Council Chambers of City Hall, 200 West Fifth Street.

Notice of Public Comment Period for DRAFT 2025-26 Annual Action Plan

Pursuant to the National Affordable Housing Act, the City of Greenville is advertising a public comment period from June 26, 2025, to August 11, 2025. Staff wishes to receive comments on the 2025-2026 Annual Action Plan. The City seeks to receive comments from the community and stakeholders for the allocation of resources and funds provided through the Community Development Block Grant and HOME Investment Partnership Program funds from the U.S. Department of Housing and Urban Development. Public meetings were held on July 9 and July 15. The public hearing is scheduled for Monday, August 11, 2025, at 6:00 p.m. during the City Council meeting in the Council Chambers of City Hall, 200 West Fifth Street. Anyone with questions or comments should contact Renee Skeen, Program Manager, at (252) 329-4487 or rskeen@greenvillenc.gov.

Public Notice of Lease of City Property

The City Council of the City of Greenville (the "City") intends to enter leases of the following city-owned property(ies) purchased through the Hazard Mitigation Grant Program:

- 1) Shirley Hunter- 1500 Charter Drive - Parcel #12713, consisting of 13 acres
- 2) Leonard Sawyer- 1640 Pictolus Highway - Parcel #63760, consisting of 32 acres
- 3) Leonard Sawyer- 1530 Pictolus Highway- Parcel #39355 consisting of 50 acres

The City intends to lease the property(s) to the identified Lessees for a term of five (5) years with an option to renew for five (5) additional, but separate one (1) year terms, at \$1.00 per parcel per year.

All persons interested in these leases are invited to attend the City Council meeting to be held in the Council Chambers of City Hall, 200 West Fifth Street, 3rd Floor, Greenville, North Carolina at 6:00 p.m. on September 8, 2025. At that time the City Council intends to authorize the lease(s) of the property(ies) described above.

Public Hearings

NOTICE IS HEREBY given that the City Council of the City of Greenville will hold a public hearing on August 14, 2025, at 6:00 p.m., in the Council Chambers of City Hall, 200 West Fifth Street, Greenville, NC, in order to consider adoption of a resolution amending a previously entered partnership development grant agreement with North Carolina Biotechnology Center. The substantive changes proposed involve extending the previously agreed time for performance, reallocation of how grant funds will be utilized, and redefining key project milestones. On the basis of objections, debate and discussion at the hearing, changes may be made from what has been proposed. Persons having interest in this matter and desiring to speak either for or against the proposed resolution are invited to be present and will be given an opportunity to be heard. A copy of the proposed agreement amending the previously entered development agreement is available upon request to the City Clerk's Office.

NOTICE IS HEREBY given that the City Council of the City of Greenville will hold a public hearing on August 14, 2025, at 6:00 p.m., in the Council Chambers of City Hall, 200 West Fifth Street, in order to consider the adoption of the following: 1) An ordinance requested by Håpserle, LLC to rezone 23.858 acres located near the northeastern corner of Dickinson Avenue Extension and Allen Road from RA20 (Residential-Agricultural) to R6 (Residential High Density Multi-Family). Persons having interest in this matter and desiring to speak either for or against the proposed ordinance are invited to be present and will be given an opportunity to be heard. On the basis of objections, debate, and discussion at the hearings, changes may be made from what has been proposed. The City Council may make substantial changes to any ordinance or development regulation (including zoning map or text amendments) to the extent changes are made of the same fundamental character as contained in the notice, and/or substantial changes, without the necessity of withdrawal or modification of the petition. A copy of maps, plans, and ordinances are on file at the City Clerk's Office located at 200 West Fifth Street and are available for public inspection during normal business hours Monday through Friday.

NOTICE IS HEREBY given that the Planning and Zoning Commission of the City of Greenville will hold a public hearing on August 19, 2025, at 6:00 p.m. in the Council Chambers of City Hall, 200 West Fifth Street, in order to consider the adoption of the following: 1) A request by Stroud Engineering, PA for a preliminary plat entitled, "Hudson Meadows Cluster Subdivision" located along the northern right-of-way of Hudson Crossroads Rd. and 1947th Ave. north from Mile Rd. The property is further designated as Pitt County tax parcel numbers 11003 and 22677. The proposed plat consists of 448 single-family lots totaling 187.58 +/- acres.

On the basis of objections, debate, and discussion at the hearing, changes may be made from what has been proposed. Persons having interest in this matter and desiring to speak either for or against the proposed request are invited to be present and will be given an opportunity to be heard. A copy of maps, plans, and ordinances are on file at the City Clerk's Office located at 200 West Fifth Street and are available for public inspection during normal business hours Monday through Friday.

Public Notice of the Sale of City and County-Owned Property

The public will take notice that the City Council of the City of Greenville proposes to accept sealed bids for the purchase of the following properties identified as:

Pitt County tax parcel 29072 located at 2815 East 10th Street and Pitt County tax parcel 29310 located at 0 East Fifth Street.

An aerial map of the properties, a sales map (recombination map), and a bid form can be found at the City of Greenville's website at the following link: www.greenvillenc.gov. Printed copies of the aerial map, sales map (recombination map), and bid form can also be obtained from the City Clerk's Office located in City Hall at 200 West Fifth Street, Greenville, NC, 27834. Persons wishing to update the offer that has been received shall submit a sealed bid with their offer to the Office of the City Clerk at the following address: City of Greenville, Office of the City Clerk, Attn: Ms. Valene Sheuevagar, 200 West Fifth Street, Greenville, NC, 27858.

All bids shall be submitted and delivered to the office of the City Clerk located on the first floor of City Hall at 200 West Fifth Street by Monday, August 11, 2025, at 2:00 p.m. At that time, the City Clerk shall open the bids, if any, and the highest qualifying bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer. The new offer will be re-advertised and the process continued until a ten (10) day period has passed without receipt of a qualifying upset bid. No bids shall be accepted unless upon time of filing it is accompanied by a bid deposit of cash, cashier or certified check that is equal to 5% of the amount bid and a completed bid form. The minimum acceptable bid shall be \$1,923,635.00.

The City will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing. The buyer must pay cash at closing. The City Council must approve the final high offer before the sale is closed, which it will do within 60 days after the final upset bid period has passed.

The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject all bids at any time. Further information may be obtained from 9:00 a.m.-5:00 p.m. at the Office of the City Clerk, 200 West Fifth Street, Greenville, NC, or by telephone at (252) 329-4422.



City of Greenville, North Carolina

Meeting Date: 09/08/2025

<u>Title of Item:</u>	Resolution Accepting Dedication of Rights-of-Way and Easements for Augusta Trails, Section 4, Phase 2A & 2B
<u>Explanation:</u>	In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Augusta Trails, Section 4, Phase 2A & 2B. (Map Book 92 at Page 65). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
<u>Fiscal Note:</u>	Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2025-2026 budget.
<u>Recommendation:</u>	City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Augusta Trails, Section 4, Phase 2A & 2B.

ATTACHMENTS

- ☐ [Augusta_Trails__Sec_4__Ph_2A_&_2B.doc](#)
- ☐ [FP24-7 Augusta Trails Sec4, Ph 2A&2B.pdf](#)

RESOLUTION NO.
A RESOLUTION ACCEPTING DEDICATION TO THE PUBLIC OF
RIGHTS-OF-WAY AND EASEMENTS ON SUBDIVISION PLATS

WHEREAS, G.S. 160D-806 authorizes any City Council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

WHEREAS, the Subdivision Review Board of the City of Greenville has acted to approve the final plats named in this resolution, or the plats or maps that predate the Subdivision Review Process; and

WHEREAS, the final plats named in this resolution contain dedication to the public of lands or facilities for streets, parks, public utility lines, or other public purposes; and

WHEREAS, the Greenville City Council finds that it is in the best interest of the public health, safety, and general welfare of the citizens of the City of Greenville to accept the offered dedication on the plats named in this resolution.

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

Section 1. The City of Greenville accepts the dedication made to the public of lands or facilities for streets, parks, public utility lines, or other public purposes offered by, shown on, or implied in the following approved subdivision plats:

Augusta Trails, Section 4, Phase 2A & 2B

Map Book 92 at Page 65

Section 2. Acceptance of dedication of lands or facilities shall not place on the City any duty to open, operate, repair, or maintain any street, utility line, or other land or facility except as provided by the ordinances, regulations or specific acts of the City, or as provided by the laws of the State of North Carolina.

Section 3. Acceptance of the dedications named in this resolution shall be effective upon adoption of this resolution.

Adopted the 8th day of September, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

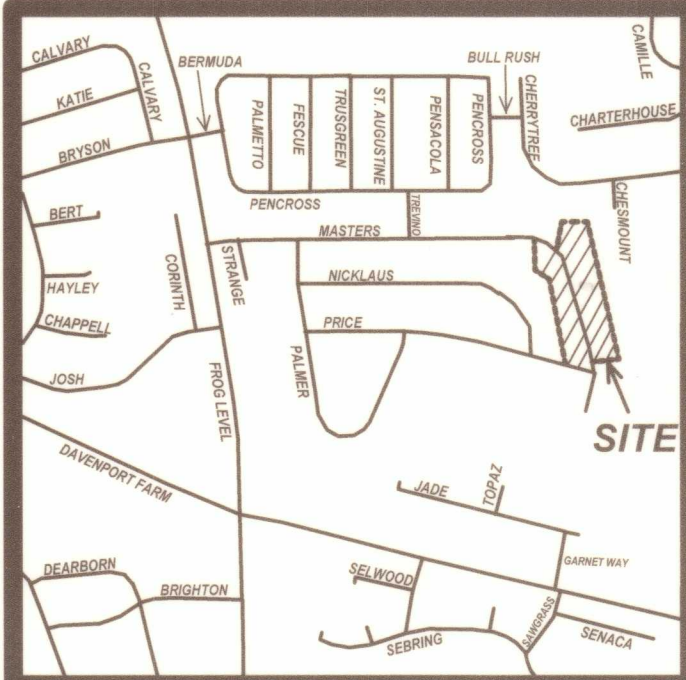
NORTH CAROLINA
PITT COUNTY

I, _____, 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 the 8th day of September, 2025.

Notary Public

My Commission Expires:

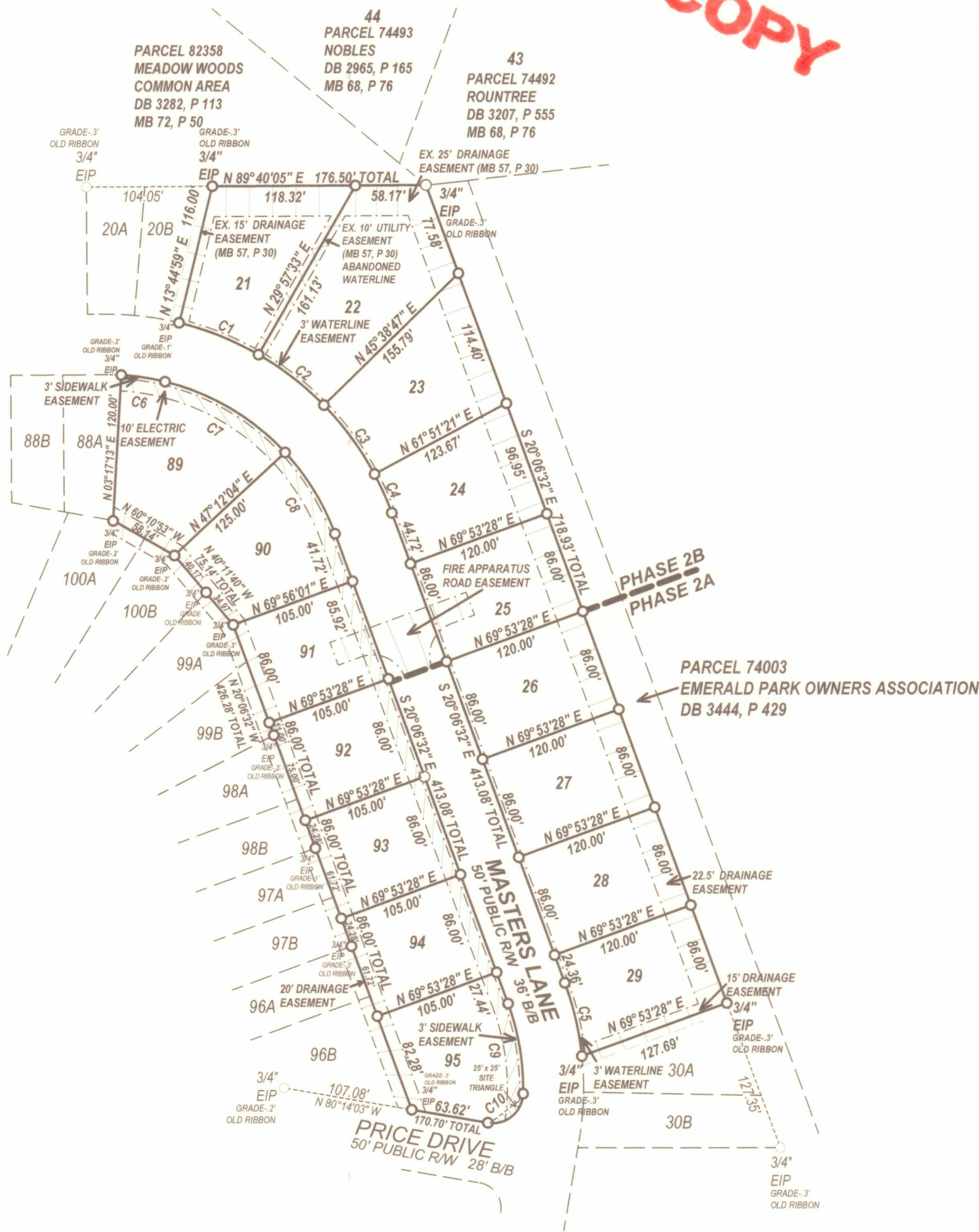


CURVE DATA

C1: CHORD = S 68-08-44 E 70.49' RADIUS = 250.00'
C2: CHORD = S 52-11-50 E 68.23' RADIUS = 250.00'
C3: CHORD = S 36-14-56 E 70.49' RADIUS = 250.00'
C4: CHORD = S 24-07-36 E 35.03' RADIUS = 250.00'
C5: CHORD = S 13-00-06 E 62.11' RADIUS = 251.00'
C6: CHORD = S 81-28-54 E 36.47' RADIUS = 200.00'
C7: CHORD = S 59-31-29 E 115.12' RADIUS = 200.00'
C8: CHORD = S 31-27-14 E 78.69' RADIUS = 200.00'
C9: CHORD = S 09-17-55 E 75.40' RADIUS = 201.00'
C10: CHORD = S 50-38-05 W 37.81' RADIUS = 25.00'

AREA SUMMARY

LOT 21: 12,161 SF
LOT 22: 16,122 SF
LOT 23: 12,323 SF
LOT 24: 10,646 SF
LOT 25: 10,320 SF
LOT 27: 10,320 SF
LOT 28: 10,320 SF
LOT 29: 10,477 SF
LOT 89: 13,248 SF
LOT 90: 11,460 SF
LOT 91: 9,026 SF
LOT 92: 9,030 SF
LOT 93: 9,030 SF
LOT 94: 9,030 SF
LOT 95: 10,576 SF



COPY

Doc ID: 016032880001 Type: CRP
Recorded: 07/17/2024 at 11:09:32 AM
Fee Amt: \$21.00 Page 1 of 1
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK 92 PG 65

NOTES:

1. THIS IS A SUBDIVISION OF PARCEL 61445.
2. AREA CALCULATED BY COORDINATE GEOMETRY.
3. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
4. SUBJECT PROPERTY NOT LOCATED WITHIN 2000' OF ANY NCGS MONUMENTS.
5. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS, OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF THE SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
6. EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF SAID UTILITIES WITHIN THOSE DESIGNATED AREAS.
7. NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES SHALL ENCRUMB WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE, OR GREENVILLE UTILITIES COMMISSION.
8. SUBJECT PROPERTY NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REFERENCE PITT COUNTY FIRM 3720466600J, DATED JULY 7, 2014.
9. WATER, ELECTRIC, GAS, AND SEWER DISPOSAL PROVIDED BY GREENVILLE UTILITIES COMMISSION.
10. COMMON AREA TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

ADJOINERS:

LOT 98B PARCEL 79510 EDMONSON PROPERTIES DB 3881, P 148 MB 72, P 105
LOT 98A PARCEL 79509 EDMONSON PROPERTIES DB 3881, P 148 MB 72, P 105
LOT 97B PARCEL 79512 EDMONSON PROPERTIES DB 3881, P 148 MB 72, P 105
LOT 97A PARCEL 79511 EDMONSON PROPERTIES DB 3881, P 148 MB 72, P 105
LOT 98B PARCEL 79514 EDMONSON PROPERTIES DB 4382, P 462 MB 72, P 105
LOT 98A PARCEL 79513 EDMONSON PROPERTIES DB 4382, P 462 MB 72, P 105
LOT 99B PARCEL 79516 EDMONSON PROPERTIES DB 4382, P 462 MB 72, P 105
LOT 99A PARCEL 79515 EDMONSON PROPERTIES DB 4382, P 462 MB 72, P 105
LOT 100B PARCEL 64854 HOMETOWN PROPERTIES DB 3165, P 44 MB 57, P 30
LOT 100A PARCEL 64855 MURDOCK DB 3817, P 16 MB 57, P 30
LOT 88A PARCEL 64853 SUTTON DB 2218, P 323 MB 57, P 30
LOT 20B PARCEL 64831 BAILEY DB 4252, P 420 MB 57, P 30
LOT 30A PARCEL 79491 EDMONSON PROPERTIES DB 4382, P 462 MB 72, P 105

SURVEYOR'S CERTIFICATION

I, JAMES L. EDWARDS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 4206, PAGE 470, OR FROM BOOKS REFERENCED HEREIN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK N/A, PAGE N/A, OR AS A REFERENCED HEREIN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
I FURTHER CERTIFY PURSUANT TO G.S. 47-30(f)(11)(a). THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 1ST DAY OF MAY, 2024.

SIGNED *James L. Edwards*
PROFESSIONAL LAND SURVEYOR NO. L-4867

REVIEW OFFICER'S CERTIFICATION

I, *Malcolm Johnson*, A REVIEW OFFICER OF PITT COUNTY, NC, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

BY *Malcolm Johnson* REVIEW OFFICER
DATE: *7/16/24*

FINAL PLAT

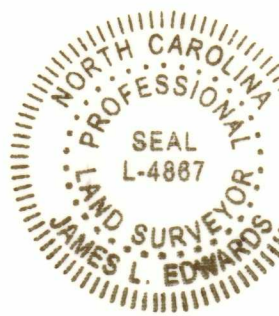
AUGUSTA TRAILS

SECTION 4, PHASE 2A & 2B

GREENVILLE, WINTERVILLE TOWNSHIP,
PITT COUNTY, NORTH CAROLINA

SITE DATA

NUMBER OF LOTS CREATED: 16
TOTAL ACREAGE IN TRACT: 4.731 ACRES
STREETS=0.73 ACRES, 662 LINEAR FEET
ACREAGE IN COMMON AREAS: 0
ACREAGE IN PARKS AND RECREATION AREAS: 0



SCALE: 1 INCH EQUALS ONE HUNDRED FEET.

100 75 50 25 0 100

LEGEND:

○= NEW 5/8" REBAR SET WITH RIBBON BELOW GRADE 0.3' UNLESS OTHERWISE NOTED
EIP = EXISTING IRON PIPE
EIS = EXISTING IRON STAKE

SOURCE OF TITLE

THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:
DEED BOOK 4206 PAGE 470
DEED BOOK PAGE
DEED BOOK PAGE
N.C. LIC. NO. L-4867

OWNERS STATEMENT

THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF
Reginald E. Spivey
SWORN AND SUBSCRIBED TO BEFORE ME THIS *24* DAY of *July*, 2024
NOTARY PUBLIC
Pitt County, NC
My Commission Expires November 12, 2028

APPROVAL

THIS FINAL PLAT, NO. *24-7* WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE *16* DAY OF *July*, 2024
SIGNED *Malcolm Johnson*
CITY PLANNER

DEDICATION

THIS UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE(S) TO PUBLIC USE AS STREETS, PARKS, PLAY- GROUND, OPEN SPACES AND EASEMENTS FOR- EVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.
SIGNED *Reginald E. Spivey*
ATTEST *Reginald E. Spivey*

OWNERS(S) AUGUSTA TRAILS DUPLEXES, LLC

ADDRESS 609 D COUNTRY CLUB DR, GREENVILLE, NC, 27834

PHONE (252) 814-8211

JAMES L. EDWARDS
LAND SURVEYING
369 SECOND ST.
AYDEN, NC, 28513
252-714-7374

SURVEYED: JLE

APPROVED: JLE

DRAWN: JLE

DATE: MAY 1, 2024

CHECKED: JLE

SCALE: 1" = 100'

L-4867



City of Greenville, North Carolina

Meeting Date: 09/08/2025

<u>Title of Item:</u>	Resolution Accepting Dedication of Rights-of-Way and Easements for Brook Hollow, Phase 1A
<u>Explanation:</u>	In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Brook Hollow, Phase 1A. (Map Book 91 at Page 22-23). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
<u>Fiscal Note:</u>	Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2025-2026 budget.
<u>Recommendation:</u>	City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Brook Hollow, Phase 1A.

ATTACHMENTS

- ☐ [Brook_Hollow_1A_Resolution.doc](#)
- ☐ [Brook Hollow Phase 1A FP23-36.pdf](#)

RESOLUTION NO.
A RESOLUTION ACCEPTING DEDICATION TO THE PUBLIC OF
RIGHTS-OF-WAY AND EASEMENTS ON SUBDIVISION PLATS

WHEREAS, G.S. 160D-806 authorizes any City Council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

WHEREAS, the Subdivision Review Board of the City of Greenville has acted to approve the final plats named in this resolution, or the plats or maps that predate the Subdivision Review Process; and

WHEREAS, the final plats named in this resolution contain dedication to the public of lands or facilities for streets, parks, public utility lines, or other public purposes; and

WHEREAS, the Greenville City Council finds that it is in the best interest of the public health, safety, and general welfare of the citizens of the City of Greenville to accept the offered dedication on the plats named in this resolution.

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

Section 1. The City of Greenville accepts the dedication made to the public of lands or facilities for streets, parks, public utility lines, or other public purposes offered by, shown on, or implied in the following approved subdivision plats:

Brook Hollow, Phase 1A

Map Book 91 at Page 22-23

Section 2. Acceptance of dedication of lands or facilities shall not place on the City any duty to open, operate, repair, or maintain any street, utility line, or other land or facility except as provided by the ordinances, regulations or specific acts of the City, or as provided by the laws of the State of North Carolina.

Section 3. Acceptance of the dedications named in this resolution shall be effective upon adoption of this resolution.

Adopted the 8th day of September, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

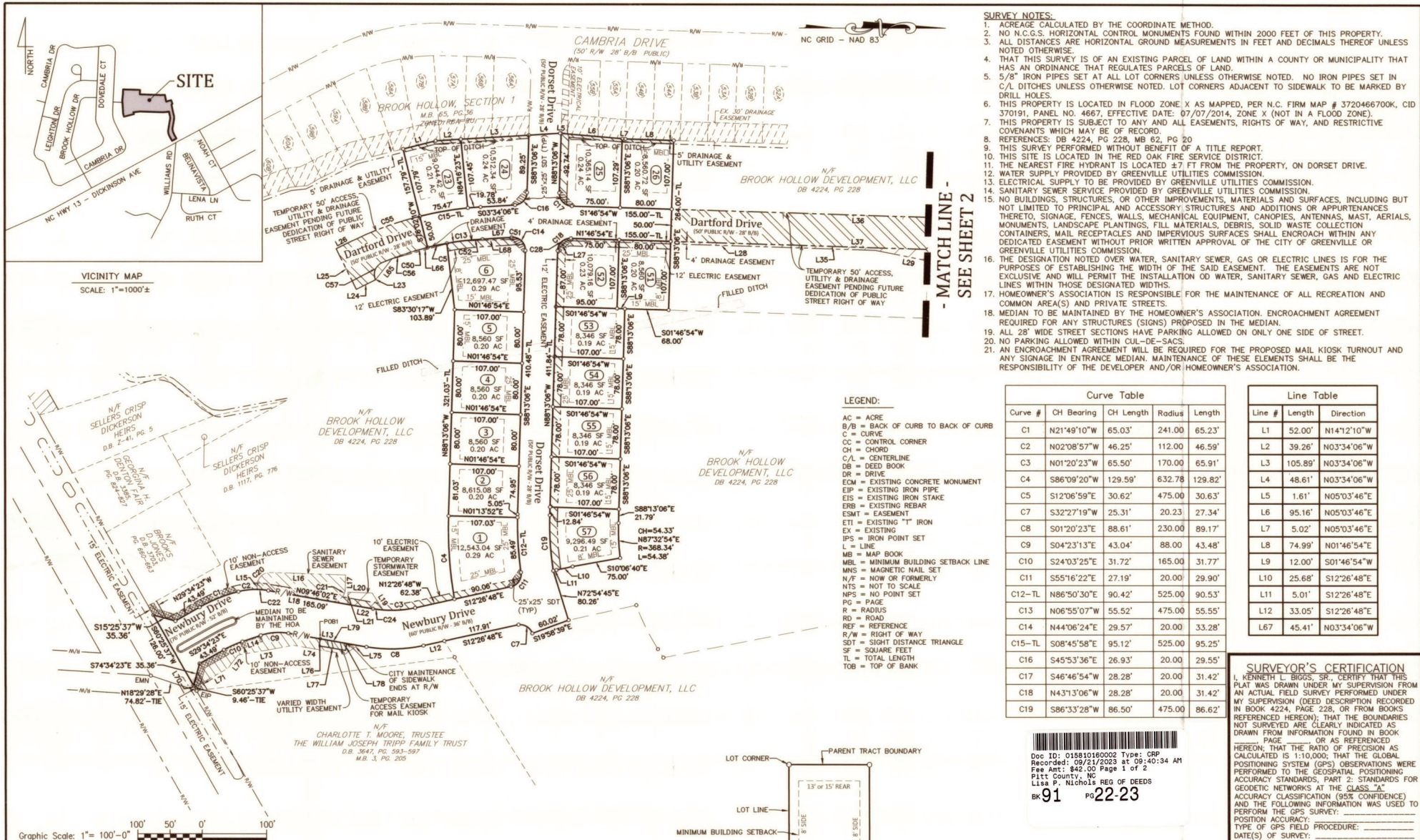
NORTH CAROLINA
PITT COUNTY

I, _____, 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 the 8th day of September, 2025.

Notary Public

My Commission Expires:



- SURVEY NOTES:**
1. ACREAGE CALCULATED BY THE COORDINATE METHOD.
 2. NO N.C.G.S. HORIZONTAL CONTROL MONUMENTS FOUND WITHIN 2000 FEET OF THIS PROPERTY.
 3. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS IN FEET AND DECIMALS THEREOF UNLESS NOTED OTHERWISE.
 4. THAT THIS SURVEY IS OF AN EXISTING PARCEL OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
 5. 5/8" IRON PIPES SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED. NO IRON PIPES SET IN C/L DITCHES UNLESS OTHERWISE NOTED. LOT CORNERS ADJACENT TO SIDEWALK TO BE MARKED BY DRILL HOLES.
 6. THIS PROPERTY IS LOCATED IN FLOOD ZONE X AS MAPPED, PER N.C. FIRM MAP # 3720466700K, CID 370191, PANEL NO. 4667, EFFECTIVE DATE: 07/07/2014, ZONE X (NOT IN A FLOOD ZONE).
 7. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, AND RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
 8. REFERENCES: DB 4224, PG 228, MB 62, PG 20
 9. THIS SURVEY PERFORMED WITHOUT BENEFIT OF A TITLE REPORT.
 10. THIS SITE IS LOCATED IN THE RED OAK FIRE SERVICE DISTRICT
 11. THE NEAREST FIRE HYDRANT IS LOCATED 47 FT FROM THE PROPERTY, ON DORSET DRIVE.
 12. WATER SUPPLY PROVIDED BY GREENVILLE UTILITIES COMMISSION.
 13. ELECTRICAL SUPPLY TO BE PROVIDED BY GREENVILLE UTILITIES COMMISSION.
 14. SANITARY SEWER SERVICE PROVIDED BY GREENVILLE UTILITIES COMMISSION.
 15. NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MAST, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE OR GREENVILLE UTILITIES COMMISSION.
 16. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSES OF ESTABLISHING THE WIDTH OF THE SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
 17. HOMEOWNER'S ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE OF ALL RECREATION AND COMMON AREA(S) AND PRIVATE STREETS.
 18. MEDIAN TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. ENCROACHMENT AGREEMENT REQUIRED FOR ANY STRUCTURES (SIGNS) PROPOSED IN THE MEDIAN.
 19. ALL 28' WIDE STREET SECTIONS HAVE PARKING ALLOWED ON ONLY ONE SIDE OF STREET.
 20. NO PARKING ALLOWED WITHIN CUL-DE-SACS.
 21. AN ENCROACHMENT AGREEMENT WILL BE REQUIRED FOR THE PROPOSED MAIL KIOSK TURNOUT AND ANY SIGNAGE IN ENTRANCE MEDIAN. MAINTENANCE OF THESE ELEMENTS SHALL BE THE RESPONSIBILITY OF THE DEVELOPER AND/OR HOMEOWNER'S ASSOCIATION.

Curve Table					Line Table		
Curve #	CH Bearing	CH Length	Radius	Length	Line #	Length	Direction
C1	N21°49'10"W	65.03'	241.00'	65.23'	L1	52.00'	N141°21'0"W
C2	N02°08'57"W	46.25'	112.00'	46.59'	L2	39.26'	N03°34'06"W
C3	N01°20'23"W	65.50'	170.00'	65.91'	L3	105.89'	N03°34'06"W
C4	S86°09'20"W	129.59'	632.78'	129.82'	L4	48.61'	N03°34'06"W
C5	S12°06'59"E	30.62'	475.00'	30.63'	L5	1.61'	N05°03'46"E
C7	S32°27'19"W	25.31'	20.23'	27.34'	L6	95.16'	N05°03'46"E
C8	S01°20'23"E	88.61'	230.00'	89.17'	L7	5.02'	N05°03'46"E
C9	S04°23'13"E	43.04'	88.00'	43.48'	L8	74.99'	N01°46'54"E
C10	S24°03'25"E	31.72'	165.00'	31.77'	L9	12.00'	N01°46'54"W
C11	S55°16'22"E	27.19'	20.00'	29.90'	L10	25.68'	S12°26'48"E
C12-TL	N86°50'30"E	90.42'	525.00'	90.53'	L11	5.01'	S12°26'48"E
C13	N06°55'07"W	55.52'	475.00'	55.55'	L12	33.05'	S12°26'48"E
C14	N44°06'24"E	29.57'	20.00'	33.28'	L67	45.41'	N03°34'06"W
C15-TL	S08°45'58"E	95.12'	525.00'	95.25'			
C16	S45°53'36"E	26.93'	20.00'	29.55'			
C17	S46°46'54"W	28.28'	20.00'	31.42'			
C18	N43°13'06"W	28.28'	20.00'	31.42'			
C19	S86°33'28"W	86.50'	475.00'	86.62'			

SURVEYOR'S CERTIFICATION

I, KENNETH L. BIGGS, SR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 4224, PAGE 228, OR FROM BOOKS REFERENCED HEREON) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK PAGE OR AS REFERENCED.

HEREON, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT THE CLASS "A" ACCURACY CLASSIFICATION (95% CONFIDENCE) AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS SURVEY:

POSITION ACCURACY: _____
TYPE OF GPS FIELD PROCEDURE: _____
DATE(S) OF SURVEY: _____
DATUM/EPHOC: _____
PUBLISHED/FIELD CONTROL MONUMENTS USED: _____

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I FURTHER CERTIFY PURSUANT TO G.S. 47-30(1)(1)(c), THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 31ST DAY OF JULY, 2023.

SIGNED: *Kenneth L. Biggs, Sr.*
KENNETH L. BIGGS, SR., P.L.S. L-3110

SHEET 1 of 2

FINAL PLAT FOR
BROOK HOLLOW, PHASE 1A
BEING A PORTION OF PITT COUNTY TAX PARCEL 86713,
AS RECORDED IN DEED BOOK 4224, PAGE 228 OF THE PITT COUNTY REGISTRY
GREENVILLE MUNICIPALITY, GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER(S) BROOK HOLLOW DEVELOPMENT, LLC

ADDRESS 1645 E. ARLINGTON BLVD, SUITE E, GREENVILLE, NC 27858

PHONE 252-714-8485

COASTAL CAROLINASURVEYORS, PLLC
LAND SURVEYORS
PO Box 2768, Winterville, NC 28590
KB cell (252) 702-1427
biggs.ccsurveyors@yahoo.com P-0790

SURVEYED: KLB
DRAWN: KLB/CT
CHECKED: KLB

APPROVED: KLB
DATE: 9/19/2023
SCALE: 1" = 100'

SOURCE OF TITLE
THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:
DEED BOOK 4224, PAGE 228
DEED BOOK 62, PAGE 20
MAP BOOK _____ PAGE _____

OWNERS STATEMENT
THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF
SWORN AND SUBSCRIBED TO BEFORE ME THIS 20TH DAY OF September, 2023
Kelli L. Gill
NOTARY PUBLIC
MY COMMISSION EXPIRES Sept. 25, 2026

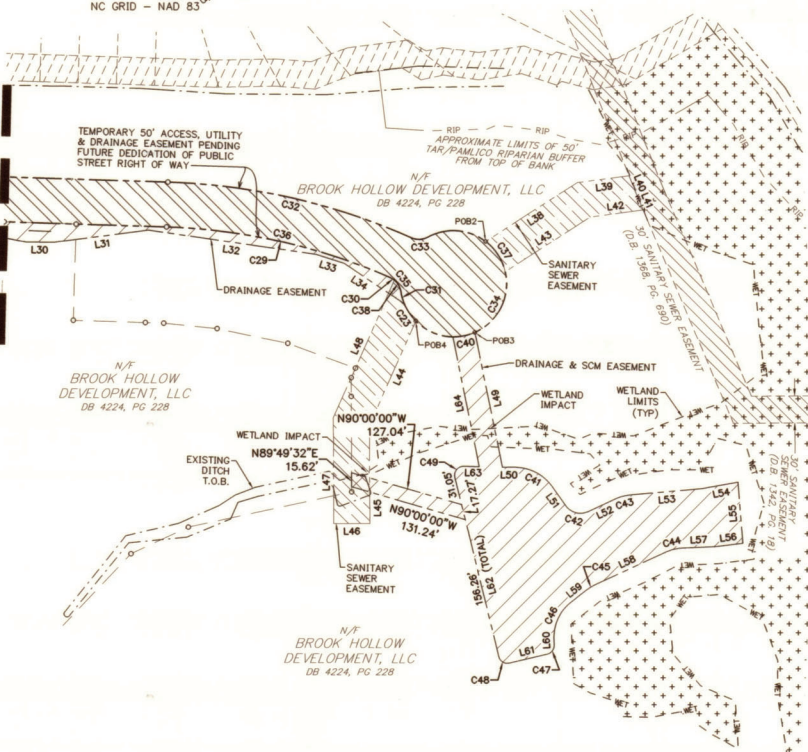
APPROVAL
THIS FINAL PLAT NO 23-36 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 20TH DAY OF September, 2023.
SIGNED: *Michael Johnson*
CITY PLANNER

DEDICATION
THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE FREE ACT AND DEED, AND HEREBY DEDICATE(S) TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOR EVER ALL AREAS AS SHOWN, OR SO INDICATED ON SAID PLAT.

REVIEW OFFICER
Chantae M. Gooby
OFFICER OF PITT COUNTY, N.C. CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
BY: *Chantae M. Gooby*
REVIEW OFFICER
DATE: 9/21/2023

NC GRID - NAD 83

- MATCH LINE -
SEE SHEET 1



LEGEND:

AC = ACRE
B/B = BACK OF CURB TO BACK OF CURB
C = CURVE
CC = CONTROL CORNER
CH = CHORD
C/L = CENTERLINE
DB = DEED BOOK
DR = DRIVE
EOM = EXISTING CONCRETE MONUMENT
EIP = EXISTING IRON PIPE
EIS = EXISTING IRON STAKE
ERB = EXISTING REBAR
ESMT = EASEMENT
ETI = EXISTING "I" IRON
EX = EXISTING
IPS = IRON POINT SET
L = LINE
MB = MAP BOOK
MBL = MINIMUM BUILDING SETBACK LINE
MMS = MAGNETIC NAIL SET
N/P = NOW OR FORMERLY
NTS = NOT TO SCALE
NPS = NO POINT SET
PG = PAGE
R = RADIUS
RD = ROAD
REF = REFERENCE
R/W = RIGHT OF WAY
SPT = SIGHT DISTANCE TRIANGLE
SF = SQUARE FEET
TL = TOTAL LENGTH

DRAINAGE EASEMENT

Line #	Length	Direction
L27	20.90'	N44°21'27"W
L28	479.17'	N01°46'54"E
L29	107.55'	N11°51'11"E
L30	30.80'	N00°41'56"E
L32	188.44'	N08°12'08"E
L33	32.55'	N17°38'42"E
L34	80.16'	N33°54'32"E
L35	735.36'	S01°46'54"W

Curve Table

Curve #	CH Bearing	CH Length	Radius	Length
C18	N43°13'06"W	28.28'	20.00	31.42'
C29	S12°38'52"W	254.49'	675.00	256.02'
C30	S52°32'55"W	19.41'	20.00	20.27'
C31	S74°35'33"W	14.36'	59.00	14.40'

SANITARY SEWER EASEMENT

Line #	Length	Direction
L44	127.21'	S66°00'58"E
L45	109.04'	N89°49'32"E
L46	40.00'	S00°10'28"E
L47	117.60'	S89°49'32"W
L48	167.71'	N66°00'58"W

Curve Table

Curve #	CH Bearing	CH Length	Radius	Length
C23	N63°22'45"E	36.86'	59.00	37.49'
C38	N60°34'42"E	14.34'	20.00	14.66'

Point of Beginning	North	East
1	670664.4195	2469842.5875
2	672143.7476	2469257.7700
3	672131.6520	2469358.7237
4	672066.1243	2469346.2767

TEMPORARY ACCESS, UTILITY & DRAINAGE EASEMENT

Line #	Length	Direction
L23	1.19'	S69°05'45"W
L24	33.36'	N26°19'34"W
L25	70.14'	N63°40'26"E
L26	26.66'	S26°19'34"E

Curve Table

Curve #	CH Bearing	CH Length	Radius	Length
C55	S20°08'42"E	113.06'	513.14	113.29'
C56	N18°27'40"W	74.49'	475.00	74.57'
C57	S67°00'27"E	27.81'	20.00	30.75'

DRAINAGE EASEMENT

Line #	Length	Direction
L23	1.19'	S69°05'45"W
L65	41.87'	N51°31'34"W
L66	94.69'	N15°20'44"W

Curve Table

Curve #	CH Bearing	CH Length	Radius	Length
C50	S16°13'37"E	111.36'	475.00	111.62'
C57	S67°00'27"E	27.81'	20.00	30.75'

DRAINAGE EASEMENT

Line #	Length	Direction
L67	45.41'	N03°34'06"W
L68	88.04'	S02°05'12"E

Curve Table

Curve #	CH Bearing	CH Length	Radius	Length
C51	N13°11'25"E	11.53'	20.00	11.70'
C52	N05°28'22"W	31.57'	475.00	31.58'

Doc ID: 015610160002 Type: CRP
Recorded: 09/21/2023 At: 09:40:34 AM
Fee Amt: \$42.00 Page 1 of 2
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK 91 Pg 22-23

COPY

DRAINAGE & SCM EASEMENT

Line #	Length	Direction
L49	152.94'	N78°34'02"E
L50	15.18'	N01°09'07"E
L51	26.27'	N54°40'55"E
L52	33.30'	N25°03'03"W
L53	80.18'	N05°03'50"W
L54	40.23'	N10°15'47"W
L55	68.01'	N85°39'52"E
L56	30.35'	S07°12'24"E
L57	36.78'	S02°26'39"E
L58	85.70'	S24°54'48"E
L59	21.88'	S38°02'15"E
L60	6.09'	N87°28'31"E
L61	42.85'	S13°25'03"E
L62	204.58'	S76°20'04"W
L63	17.10'	N01°09'07"E
L64	147.36'	S78°34'02"W

Curve Table

Curve #	CH Bearing	CH Length	Radius	Length
C40	N11°25'58"W	25.00'	59.00	25.19'
C41	N27°55'01"E	45.03'	50.00	46.71'
C42	N14°48'56"E	25.64'	20.00	27.83'
C43	N15°03'27"W	17.35'	50.00	17.44'
C44	S13°40'44"E	19.48'	50.00	19.61'
C45	S31°28'32"E	11.43'	50.00	11.45'
C46	S65°16'52"E	45.78'	50.00	47.55'
C47	S52°58'16"E	12.74'	10.00	13.81'
C48	S31°27'30"W	14.11'	10.00	15.66'
C49	N51°15'25"W	15.85'	10.00	18.29'

TEMPORARY ACCESS, UTILITY & DRAINAGE EASEMENT

Line #	Length	Direction
L36	580.36'	S01°46'54"W
L37	580.36'	N01°46'54"E

Curve Table

Curve #	CH Bearing	CH Length	Radius	Length
C32	S12°49'09"W	277.60'	725.00	279.33'
C33	S02°30'48"E	17.77'	20.00	18.41'
C34	N63°38'59"W	67.29'	59.00	299.11'
C35	N52°32'55"E	19.41'	20.00	20.27'
C36	N12°38'52"E	254.49'	675.00	256.02'

UTILITY EASEMENT

Line #	Length	Direction
L70	3.00'	N60°25'37"E
L71	59.89'	N29°34'23"W
L72	25.75'	N52°04'23"W
L73	87.79'	N10°04'23"W
L74	80.88'	N09°46'02"E
L75	24.04'	N35°13'58"W

TEMPORARY ACCESS EASEMENT FOR MAIL KIOSK

Line #	Length	Direction
L76	11.00'	S80°16'04"E
L77	41.73'	N09°43'56"E
L78	10.98'	N80°16'04"W
L79	41.73'	S09°46'02"W

Graphic Scale: 1" = 100'-0"

SHEET 2 of 2

FINAL PLAT FOR
BROOK HOLLOW, PHASE 1A

BEING A PORTION OF PITT COUNTY TAX PARCEL 86713,
AS RECORDED IN DEED BOOK 4224, PAGE 228 OF THE PITT COUNTY REGISTRY
GREENVILLE MUNICIPALITY, GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER(S) **BROOK HOLLOW DEVELOPMENT, LLC**

ADDRESS **1645 E. ARLINGTON BLVD, SUITE E, GREENVILLE, NC 27858**

PHONE **252-714-8485**

COASTAL CAROLINASURVEYORS, PLLC
LAND SURVEYORS

PO Box 2768, Winterville, NC 28590
KB cell (252) 702-1427
cgsurveys@yahoo.com P-7090

SURVEYED: KLB
DRAWN: KLB/CT
CHECKED: KLB
APPROVED: KLB
DATE: 9/19/2023
SCALE: 1" = 100'





City of Greenville, North Carolina

Meeting Date: 09/08/2025

Title of Item: Resolution and Deed of Release for Abandonment of (1) a Twenty Foot (20') Wide Sanitary Sewer Easement Across Tax Parcel Numbers 09071 and 53862, (2) a Ten Foot (10') Wide Water Easement Across Tax Parcel Numbers 09071 and 53862, and (3) a Twenty-Five Foot (25') Wide Electric and Sanitary Sewer Easement Across Tax Parcel Number 09071, Indigreen Subdivision, Section One

Explanation: The (1) twenty foot (20') wide Sanitary Sewer Easement across Tax Parcel Numbers 09071 and 53862, (2) ten foot (10') wide Water Easement across Tax Parcel Numbers 09071 and 53862, and (3) twenty-five foot (25') wide Electric and Sanitary Sewer Easement across Tax Parcel No. 09071 were granted to Greenville Utilities Commission with the establishment of a cul-de-sac commonly known as Proctor Circle. Per Map Book 92 at Page 18 recorded on May 7, 2024, Pitt County Public Registry, the City of Greenville, North Carolina, has closed and abandoned Proctor Circle.

The (1) twenty foot (20') wide Sanitary Sewer Easement across Tax Parcel Numbers 09071 and 53862, (2) ten foot (10') wide Water Easement across Tax Parcel Numbers 09071 and 53862, and (3) twenty-five foot (25') wide Electric and Sanitary Sewer Easement across Tax Parcel No. 09071 are no longer needed by Greenville Utilities Commission.

At its August 21, 2025, regular meeting, the GUC Board of Commissioners authorized the execution of a Resolution requesting the City Council of the City of Greenville, North Carolina, to abandon such (1) twenty foot (20') wide Sanitary Sewer Easement across Tax Parcel Numbers 09071 and 53862, (2) ten foot (10') wide Water Easement across Tax parcel Numbers 09071 and 53862, and (3) twenty-five foot (25') wide Electric and Sanitary Sewer Easement across Tax Parcel No. 09071, and request the execution of a Resolution and a Deed of Release in favor of the current owner.

Fiscal Note: No cost to the City

Recommendation: Authorize the execution of Resolution and Deed of Release for the abandonment of such easements across Tax Parcel Numbers 09071 and 53862.

ATTACHMENTS

- ☐ **City Resolution - Tax Parcel Nos. 09071 and 53862.doc**
- ☐ **Exhibit A to Resolution - Tax Parcel Nos. 09071 and 53862.pdf**
- ☐ **Exhibit B to Resolution - Tax Parcel Nos. 09071 and 53862.pdf**
- ☐ **Deed of Release - Tax Parcel Nos. 09071 and 53862.docx**
- ☐ **Exhibit A to Deed of Release - Tax Parcel Nos. 09071 and 53862.pdf**
- ☐ **Exhibit B to Deed of Release - Tax Parcel Nos. 09071 and 53862.pdf**
- ☐ **Exhibit C to Deed of Release - Tax Parcel Nos. 09071 and 53862.pdf**

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, ABANDONING (1) A TWENTY FOOT (20') WIDE SANITARY SEWER EASEMENT ACROSS TAX PARCEL NUMBERS 09071 AND 53862 , (2) A TEN FOOT (10') WIDE WATER EASEMENT ACROSS TAX PARCEL NUMBERS 09071 AND 53862, AND (3) A TWENTY-FIVE FOOT (25') WIDE ELECTRIC AND SANITARY SEWER EASEMENT ACROSS TAX PARCEL NO. 09071, INDIGREEN SUBDIVISION, SECTION ONE (AS SHOWN ON MAP BOOK 92 AT PAGE 18, PITT COUNTY PUBLIC REGISTRY) (REFERENCE IS HEREBY MADE TO PARCEL NUMBERS 09071 AND 53862, ACCORDING TO THE RECORDS IN THE OFFICE OF THE TAX ADMINISTRATION OF PITT COUNTY, NORTH CAROLINA, AND TO DEED BOOK 4539 AT PAGE 497 AND DEED BOOK 4518 AT PAGE 339, PITT COUNTY PUBLIC REGISTRY), AND AUTHORIZING EXECUTION OF A DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained the following Easements: (1) a twenty foot (20') wide Sanitary Sewer Easement across Tax Parcel Numbers 09071 and 53862, (2) a ten foot (10') wide Water Easement across Tax Parcel Numbers 09071 and 53862, and (3) a twenty-five foot (25') wide Electric and Sanitary Sewer Easement across Tax Parcel Number 09071, all as are more particularly shown on Map Book 92 at Page 18, Pitt County Public Registry; and

WHEREAS, such Grant of Easements was in connection with the establishment of a cul-de-sac commonly known as Proctor Circle (80' R/W; unimproved); and

WHEREAS, per Map Book 92 at Page 18, the City of Greenville, North Carolina, has closed and abandoned such street commonly known as Proctor Circle; and

WHEREAS, the Commission anticipates no use or need now or in the future for (1) such twenty foot (20') wide Sanitary Sewer Easement, (2) such ten foot (10') wide Water Easement, or (3) such twenty-five foot (25') wide Electric and Sanitary Sewer Easement; and

WHEREAS, the Commission therefore desires to abandon (1) such twenty foot (20') wide Sanitary Sewer Easement, (2) such ten foot (10') wide Water Easement, and (3) such twenty-five foot (25') wide Electric and Sanitary Sewer Easement as previously granted; and

WHEREAS, the current owner of such Tax Parcel Numbers 09071 and 53862, Boviet USA Property LLC, has requested the City of Greenville, North Carolina, and Commission to abandon (1) such twenty foot (20') wide Sanitary Sewer Easement, (2) such ten foot (10') wide Water Easement, and (3) such twenty-five foot (25') wide Electric and Sanitary Sewer Easement and requests the City of Greenville, North Carolina, for the use and benefit of Commission, to acknowledge such abandonments and releases; and

WHEREAS, Commission deems such abandonments to be reasonable and in the best interests of Commission and all parties, and therefore requests that the City of Greenville, North Carolina, acknowledge such abandonments and releases of (1) such twenty foot (20') wide Sanitary Sewer Easement, (2) such ten foot (10') wide Water Easement, and (3) such twenty-five foot (25') wide Electric and Sanitary Sewer Easement, which are shown on a map entitled "Street Closing Map for Proctor Circle City of Greenville, Pactolus Township, Pitt Co., N.C." dated January 16, 2024 and prepared by Patrick W. Hartman, Professional Land Surveyor, License Number L-4262, Rivers & Associates, Inc., 107 East Second Street, Greenville, NC 27858, telephone (252) 752-4135 (Exhibit "A"), and a map entitled "Boviet USA Property, LLC Easements to be Abandoned Pitt Co., NC" dated July 15, 2025 and prepared by Greenville Utilities Commission, GDS Department (Exhibit "B"), both of which are attached hereto and made a part hereof, and which are hereby incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, AS FOLLOWS:

Section 1. That the City Council of the City of Greenville, North Carolina, does hereby abandon such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, heretofore granted to the City

of Greenville, for the use and benefit of Greenville Utilities Commission, per Map Book 84 at Page 119, Pitt County Public Registry.

Section 2. That the appropriate City officials be and they hereby are empowered to make, execute, and deliver to Boviet USA Property, LLC, 1125 Sugg Parkway, Greenville, North Carolina 27834, or the then current owner of the subject property encumbered by such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, to be abandoned, an instrument in a form suitable for recording to release whatever interests the City of Greenville, North Carolina, for the use and benefit of Commission, might have in and to such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, which is shown as to be abandoned on Exhibit "A" and Exhibit "B" which are attached hereto and made a part hereof.

Section 3. This Resolution shall take effect immediately upon its adoption.

This the _____ day of _____, 2025.

CITY OF GREENVILLE

By: _____
P.J. CONNELLY, MAYOR

ATTEST:

VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]

A meeting of the City Council of the City of Greenville, North Carolina, was held on _____, 2025.

Present: _____

Absent: _____

Also Present: _____

After consideration of the foregoing Resolution, Council member _____, moved for the passage thereof, which motion was duly seconded by Council member _____, and the foregoing Resolution was passed by the following vote:

Ayes: _____

Noes: _____

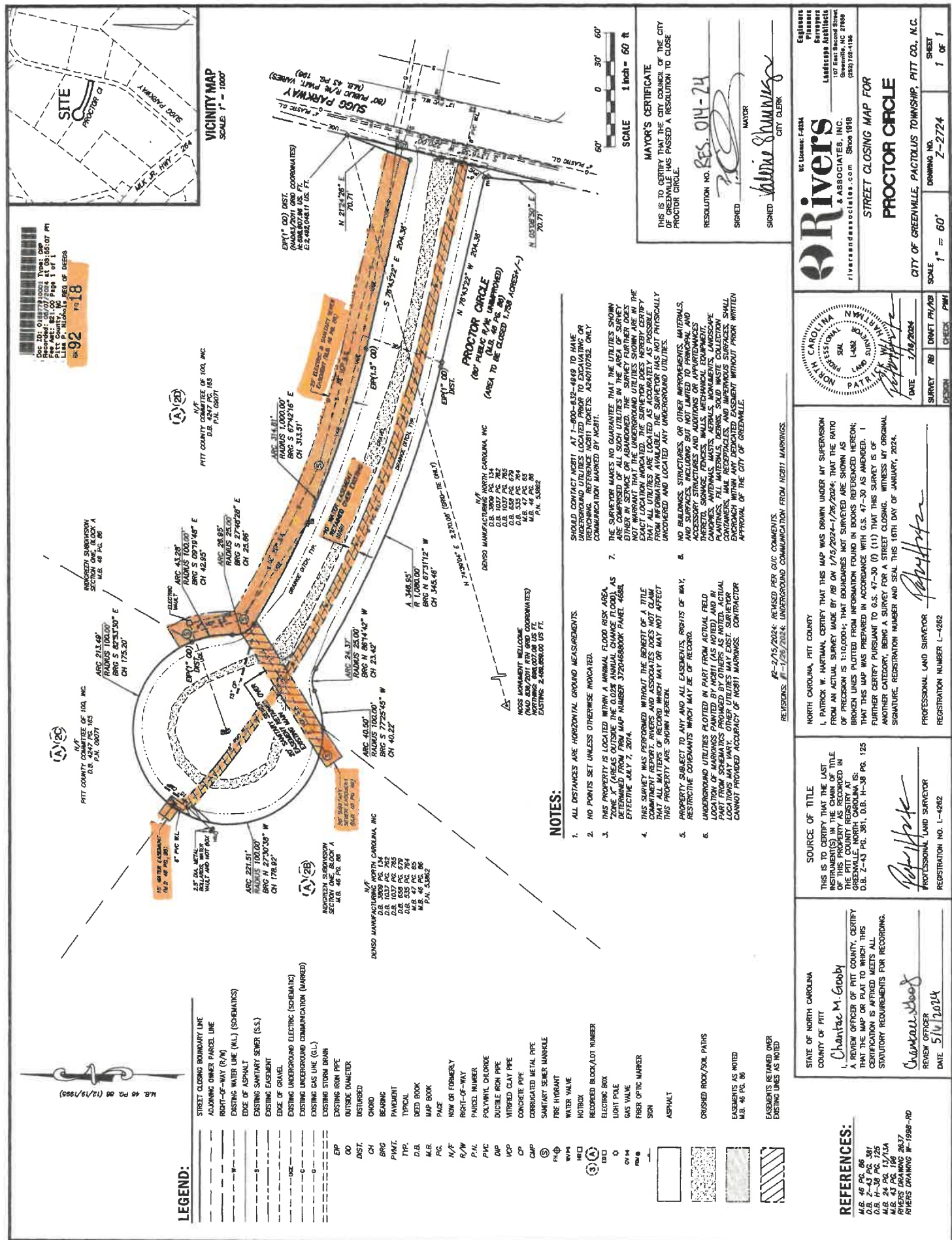
* * * * *

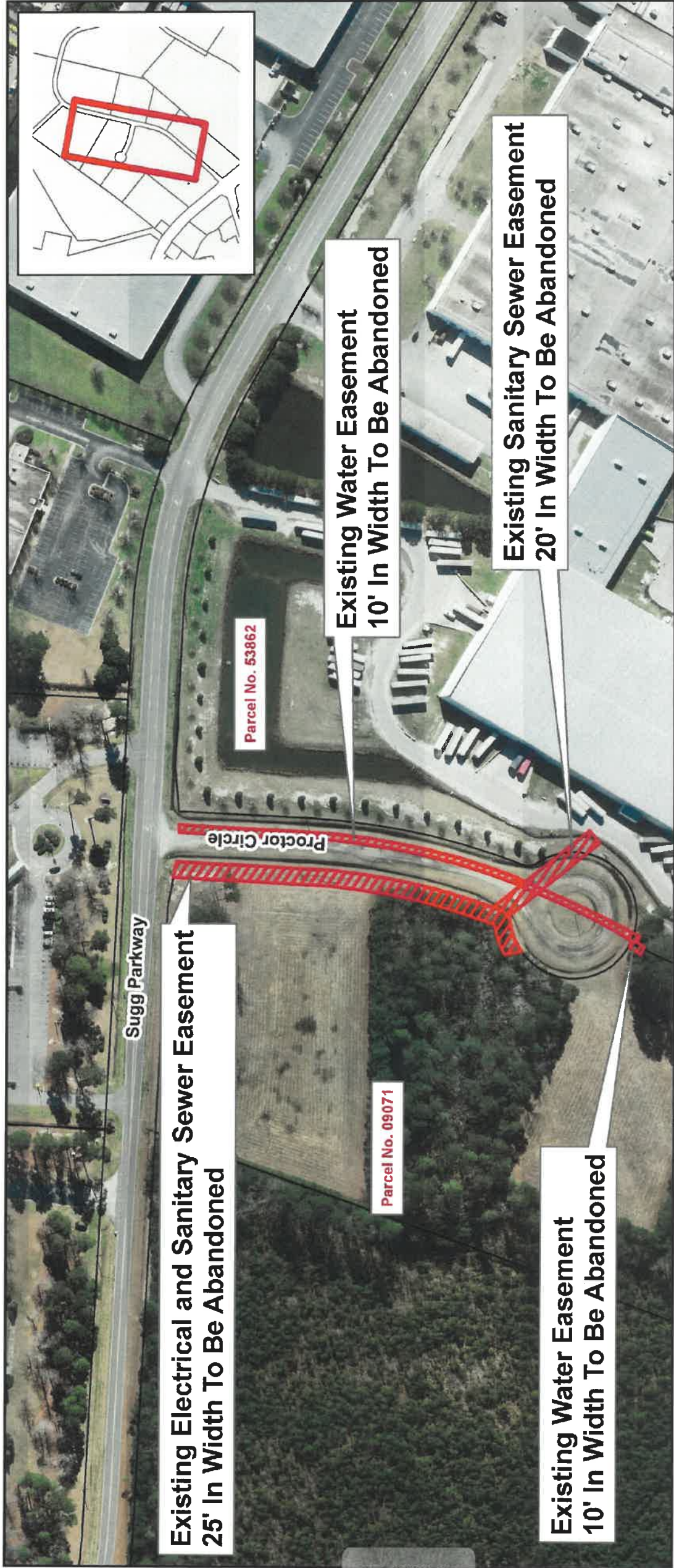
I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina, DO HEREBY CERTIFY that the foregoing accurately reflects the proceedings as recorded in the minutes of the City Council of said City at a meeting held on the _____ day of _____, 2025 and contains the verbatim text of Resolution No. _____ which was duly adopted by said City Council at said meeting.

WITNESS my hand and the official seal of said City, this _____ day of _____, 2025.

City Clerk

[SEAL]





Disclaimer:
Easements depicted on this map are for illustrative purposes only and may not be relied upon as an accurate representation for spatial reference. This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulation. The source data is referenced from Pitt County Planning Department, the City of Greenville and GUC.

Boviet USA Property, LLC
Easements to be Abandoned
Pitt Co., NC



Date Created: 7/15/2025

Created By: GDS

Requested By: Debra Nash



Greenville Utilities
P.O. Box 1847
Greenville, NC 27835
Phone: (252) 752-7166
Fax: (252) 329-2172

Greenville
Utilities

Exhibit "B"

Prepared by: Phillip R. Dixon, Attorney
File: Greenville Utilities Commission
Post Office Box 1847
Greenville, NC 27835

NORTH CAROLINA

DEED OF RELEASE

PITT COUNTY

THIS DEED OF RELEASE, made and entered into this the _____ day of _____, 2025, by and between the City of Greenville, North Carolina, a municipal corporation in Pitt County, North Carolina, party of the first part (hereinafter called GRANTOR), and Boviet USA Property, LLC, 1125 Sugg Parkway, Greenville, North Carolina 27834, party of the second part (hereinafter called GRANTEE).

THAT WHEREAS, the GRANTOR, for the use and benefit of Greenville Utilities Commission (hereinafter referred to as "Commission"), previously obtained the following Easements: (1) a twenty foot (20') wide Sanitary Sewer Easement across Tax Parcel Numbers 09071 and 53862, (2) a ten foot (10') wide Water Easement across Tax Parcel Numbers 09071 and 53862, and (3) a twenty-five foot (25') wide Electric and Sanitary Sewer Easement across Tax Parcel Number 09071, all as are more particularly shown on Map Book 92 at Page 18, Pitt County Public Registry; and

WHEREAS, such Grant of Easements was in connection with the establishment of a cul-de-sac commonly known as Proctor Circle (80' R/W; unimproved); and

WHEREAS, per Map Book 92 at Page 18, the City of Greenville, North Carolina, has closed and abandoned such street commonly known as Proctor Circle; and

WHEREAS, the Commission anticipates no use or need now or in the future for (1) such twenty foot (20') wide Sanitary Sewer Easement, (2) such ten foot (10') wide Water Easement, or (3) such twenty-five foot (25') wide Electric and Sanitary Sewer Easement; and

WHEREAS, the Commission therefore desires to abandon (1) such twenty foot (20') wide Sanitary Sewer Easement, (2) such ten foot (10') wide Water Easement, and (3) such twenty-five foot (25') wide Electric and Sanitary Sewer Easement as previously granted; and

WHEREAS, the current owner of such Tax Parcel Numbers 09071 and 53862, Boviet USA Property LLC, has requested the City of Greenville, North Carolina, and Commission to abandon (1) such twenty foot (20') wide Sanitary Sewer Easement, (2) such ten foot (10') wide Water Easement, and (3) such twenty-five foot (25') wide Electric and Sanitary Sewer Easement and requests the City of Greenville, North Carolina, for the use and benefit of Commission, to acknowledge such abandonments and releases; and

WHEREAS, Commission deems such abandonments to be reasonable and in the best interests of Commission and all parties, and therefore requests that the City of Greenville, North Carolina, acknowledge such abandonments and releases of (1) such twenty foot (20') wide Sanitary Sewer Easement, (2) such ten foot (10') wide Water Easement, and (3) such twenty-five foot (25') wide Electric and Sanitary Sewer Easement, which are shown on a map entitled "Street Closing Map for Proctor Circle City of Greenville, Pactolus Township, Pitt Co., N.C." dated January 16, 2024 and prepared by Patrick W. Hartman, Professional Land Surveyor, License Number L-4262, Rivers & Associates, Inc., 107 East Second Street, Greenville, NC 27858, telephone (252) 752-4135 (Exhibit "A"), and a map entitled "Boviet USA Property, LLC Easements to be Abandoned Pitt Co., NC" dated July 15, 2025 and prepared by Greenville Utilities Commission,

GDS Department (Exhibit “B”), both of which are attached hereto and made a part hereof, and which are hereby incorporated by reference.

WHEREAS, Commission has therefore requested GRANTOR to execute a Deed of Release to GRANTEE, or the current owner(s) of (1) such twenty foot (20’) wide Sanitary Sewer Easement, (2) such ten foot (10’) wide Water Easement, and (3) such twenty-five foot (25’) wide Electric and Sanitary Sewer Easement, which are shown on Exhibit “A” and Exhibit “B” as to be abandoned, which are attached hereto and made a part hereof, and which are hereby incorporated by reference; and

WHEREAS, the City Council of the GRANTOR, acting on the recommendation of Commission, has duly adopted the Resolution abandoning to GRANTEE (1) such twenty foot (20’) wide Sanitary Sewer Easement, (2) such ten foot (10’) wide Water Easement, and (3) such twenty-five foot (25’) wide Electric and Sanitary Sewer Easement, as shown on Exhibit “A” and Exhibit “B” as to be abandoned, and a copy of which said Resolution is attached hereto as Exhibit “C” and made a part hereof; and

NOW THEREFORE, pursuant to and in accordance with said Resolution, GRANTOR does hereby remise, release, discharge, and forever quitclaim unto Boviet USA Property, LLC, as the current owner of the subject property, its heirs and assigns, all the GRANTOR’s rights, title, and interest in and to (1) such twenty foot (20’) wide Sanitary Sewer Easement, (2) such ten foot (10’) wide Water Easement, and (3) such twenty-five foot (25’) wide Electric and Sanitary Sewer Easement, which is shown on Exhibit “A” and Exhibit “B” as to be abandoned, which are attached hereto and made a part hereof, and which are hereby incorporated by reference.

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

CITY OF GREENVILLE

By: _____
P.J. CONNELLY, MAYOR

ATTEST:

VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]

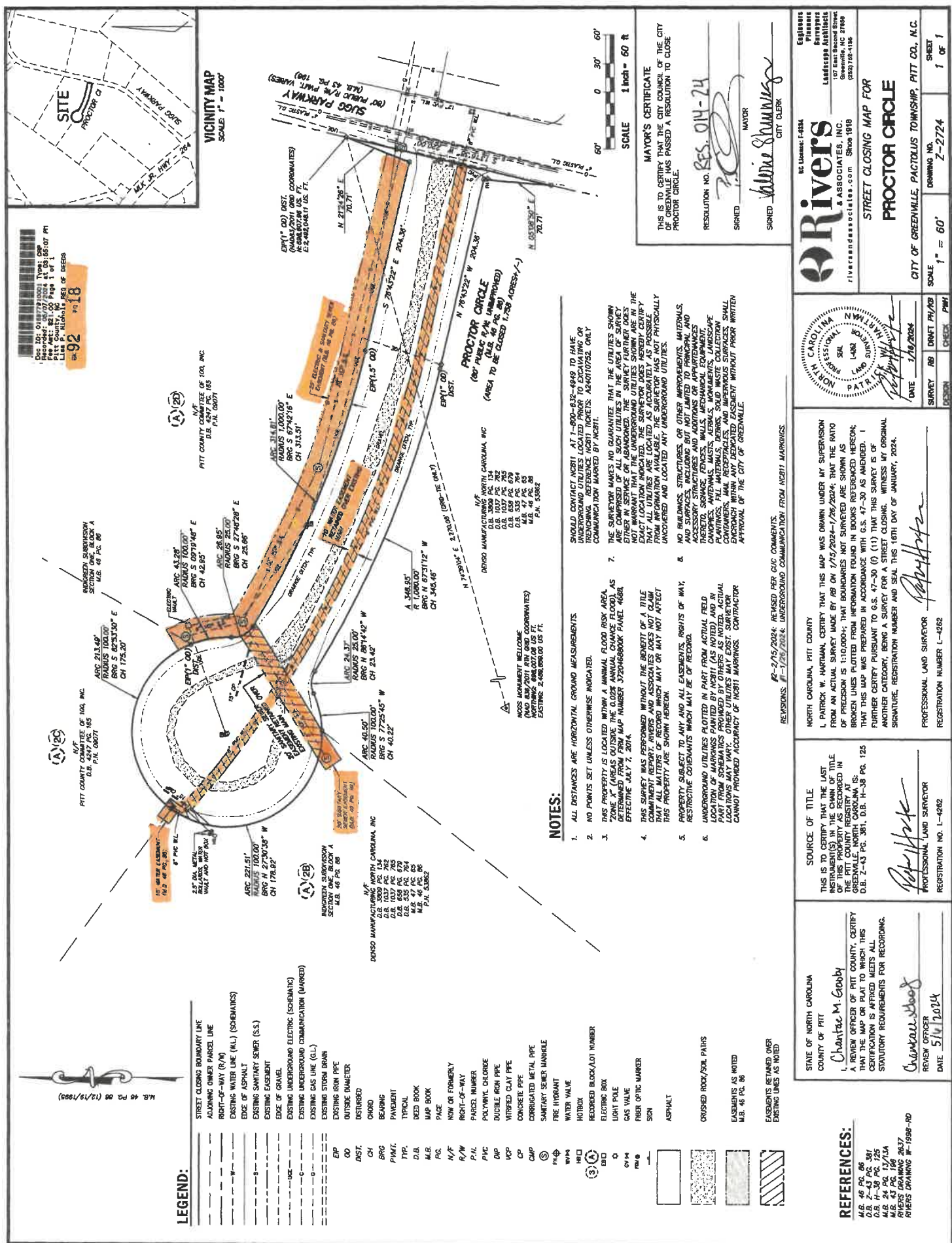
NORTH CAROLINA
PITT COUNTY

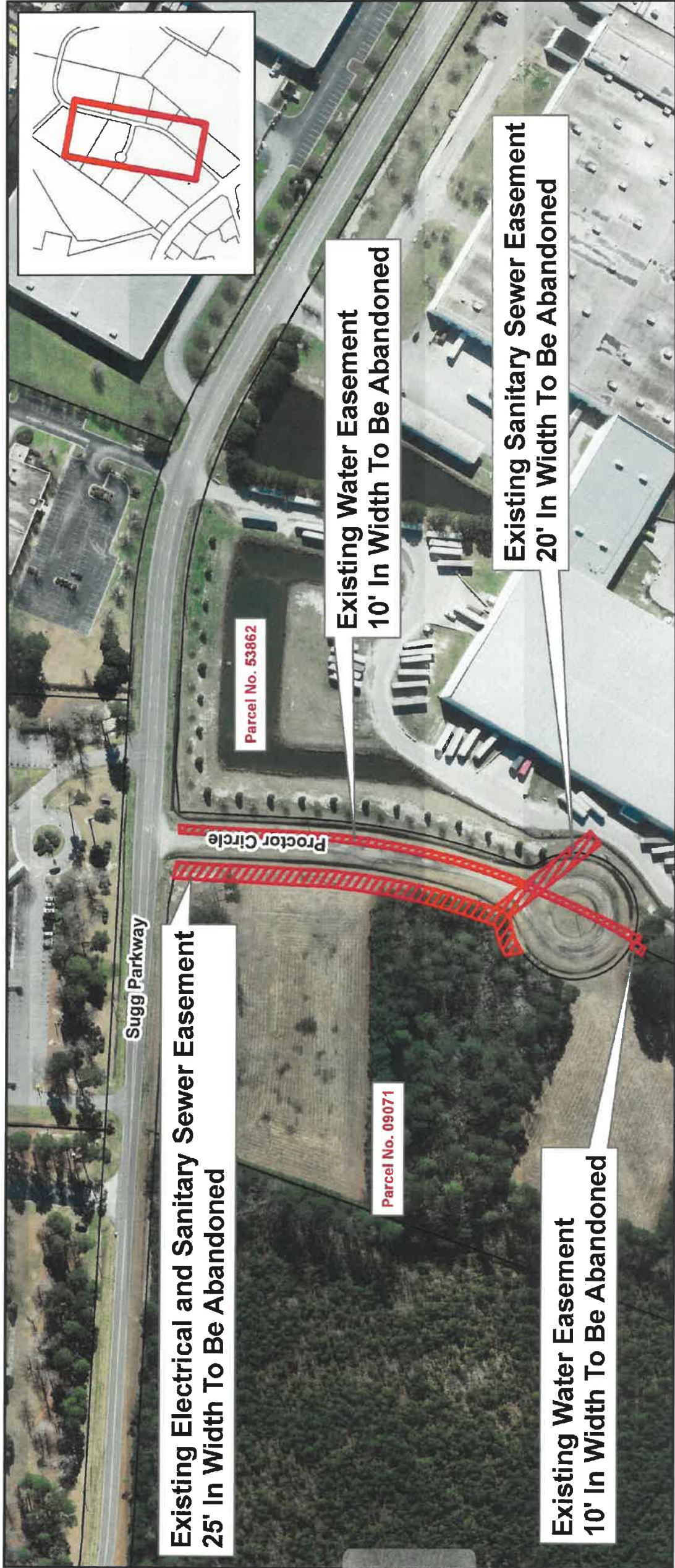
I, _____, a Notary Public of the aforesaid County and State, certify that VALERIE P. SHIUWEGAR personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, North Carolina, and that by authority duly given and as the act of the City of Greenville, North Carolina, the foregoing instrument was signed in its name by its Mayor, sealed with its official seal, and attested by her as its City Clerk.

WITNESS my hand and official stamp or seal, this the ____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires: _____





RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, ABANDONING (1) A TWENTY FOOT (20') WIDE SANITARY SEWER EASEMENT ACROSS TAX PARCEL NUMBERS 09071 AND 53862, (2) A TEN FOOT (10') WIDE WATER EASEMENT ACROSS TAX PARCEL NUMBERS 09071 AND 53862, AND (3) A TWENTY-FIVE FOOT (25') WIDE ELECTRIC AND SANITARY SEWER EASEMENT ACROSS TAX PARCEL NO. 09071, INDIGREEN SUBDIVISION, SECTION ONE (AS SHOWN ON MAP BOOK 92 AT PAGE 18, PITT COUNTY PUBLIC REGISTRY) (REFERENCE IS HEREBY MADE TO PARCEL NUMBERS 09071 AND 53862, ACCORDING TO THE RECORDS IN THE OFFICE OF THE TAX ADMINISTRATION OF PITT COUNTY, NORTH CAROLINA, AND TO DEED BOOK 4539 AT PAGE 497 AND DEED BOOK 4518 AT PAGE 339, PITT COUNTY PUBLIC REGISTRY), AND AUTHORIZING EXECUTION OF A DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained the following Easements: (1) a twenty foot (20') wide Sanitary Sewer Easement across Tax Parcel Numbers 09071 and 53862, (2) a ten foot (10') wide Water Easement across Tax Parcel Numbers 09071 and 53862, and (3) a twenty-five foot (25') wide Electric and Sanitary Sewer Easement across Tax Parcel Number 09071, all as are more particularly shown on Map Book 92 at Page 18, Pitt County Public Registry; and

WHEREAS, such Grant of Easements was in connection with the establishment of a cul-de-sac commonly known as Proctor Circle (80' R/W; unimproved); and

WHEREAS, per Map Book 92 at Page 18, the City of Greenville, North Carolina, has closed and abandoned such street commonly known as Proctor Circle; and

WHEREAS, the Commission anticipates no use or need now or in the future for (1) such twenty foot (20') wide Sanitary Sewer Easement, (2) such ten foot (10') wide Water Easement, or (3) such twenty-five foot (25') wide Electric and Sanitary Sewer Easement; and

WHEREAS, the Commission therefore desires to abandon (1) such twenty foot (20') wide Sanitary Sewer Easement, (2) such ten foot (10') wide Water Easement, and (3) such twenty-five foot (25') wide Electric and Sanitary Sewer Easement as previously granted; and

WHEREAS, the current owner of such Tax Parcel Numbers 09071 and 53862, Boviet USA Property LLC, has requested the City of Greenville, North Carolina, and Commission to abandon (1) such twenty foot (20') wide Sanitary Sewer Easement, (2) such ten foot (10') wide Water Easement, and (3) such twenty-five foot (25') wide Electric and Sanitary Sewer Easement and requests the City of Greenville, North Carolina, for the use and benefit of Commission, to acknowledge such abandonments and releases; and

WHEREAS, Commission deems such abandonments to be reasonable and in the best interests of Commission and all parties, and therefore requests that the City of Greenville, North Carolina, acknowledge such abandonments and releases of (1) such twenty foot (20') wide Sanitary Sewer Easement, (2) such ten foot (10') wide Water Easement, and (3) such twenty-five foot (25') wide Electric and Sanitary Sewer Easement, which are shown on a map entitled "Street Closing Map for Proctor Circle City of Greenville, Pactolus Township, Pitt Co., N.C." dated January 16, 2024 and prepared by Patrick W. Hartman, Professional Land Surveyor, License Number L-4262, Rivers & Associates, Inc., 107 East Second Street, Greenville, NC 27858, telephone (252) 752-4135 (Exhibit "A"), and a map entitled "Boviet USA Property, LLC Easements to be Abandoned Pitt Co., NC" dated July 15, 2025 and prepared by Greenville Utilities Commission, GDS Department (Exhibit "B"), both of which are attached hereto and made a part hereof, and which are hereby incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, AS FOLLOWS:

Section 1. That the City Council of the City of Greenville, North Carolina, does hereby abandon such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, heretofore granted to the City

of Greenville, for the use and benefit of Greenville Utilities Commission, per Map Book 84 at Page 119, Pitt County Public Registry.

Section 2. That the appropriate City officials be and they hereby are empowered to make, execute, and deliver to Boviet USA Property, LLC, 1125 Sugg Parkway, Greenville, North Carolina 27834, or the then current owner of the subject property encumbered by such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, to be abandoned, an instrument in a form suitable for recording to release whatever interests the City of Greenville, North Carolina, for the use and benefit of Commission, might have in and to such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, which is shown as to be abandoned on Exhibit "A" and Exhibit "B" which are attached hereto and made a part hereof.

Section 3. This Resolution shall take effect immediately upon its adoption.

This the _____ day of _____, 2025.

CITY OF GREENVILLE

By: _____
P.J. CONNELLY, MAYOR

ATTEST:

VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]

A meeting of the City Council of the City of Greenville, North Carolina, was held on _____, 2025.

Present: _____

Absent: _____

Also Present: _____

After consideration of the foregoing Resolution, Council member _____, moved for the passage thereof, which motion was duly seconded by Council member _____, and the foregoing Resolution was passed by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina, DO HEREBY CERTIFY that the foregoing accurately reflects the proceedings as recorded in the minutes of the City Council of said City at a meeting held on the _____ day of _____, 2025 and contains the verbatim text of Resolution No. _____ which was duly adopted by said City Council at said meeting.

WITNESS my hand and the official seal of said City, this _____ day of _____, 2025.

City Clerk

[SEAL]



City of Greenville, North Carolina

Meeting Date: 09/08/2025

Title of Item: Resolution and Deed of Release for Abandonment of a Portion of a Ten Foot (10') Wide Electric Easement Across Tax Parcel No. 85672, Indigreen Subdivision, Section One

Explanation: This ten foot (10') wide Electric Easement runs parallel to a forty foot (40') wide Drainage Easement, which runs parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, Indigreen Subdivision, Section One, across Tax Parcel No 85672. The portion of the ten foot (10') wide Electric Easement to be abandoned does not include the ten foot (10') wide Electric Easement which runs parallel to the western right of way of NCSR 1612, commonly known as Sugg Parkway, nor does it include an abandonment of the portion of the ten foot (10') wide Electric Easement running parallel to Prescott Drive; which said easements along the western right of way of Sugg Parkway and along the southern right of way of Prescott Drive are expressly retained by Greenville Utilities Commission

The portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, is no longer needed by Greenville Utilities Commission.

At its August 21, 2025, regular meeting, the GUC Board of Commissioners authorized the execution of a resolution requesting the City Council of the City of Greenville to abandon such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, across Tax Parcel No. 85672, and request the execution of a Deed of Release in favor of the current owner.

Fiscal Note: No cost to the City

Recommendation: Authorize the execution of the Resolution and Deed of Release for the abandonment of a portion only of a 10' wide Electric Easement across Tax Parcel No. 85672.

ATTACHMENTS

- ☐ [City Resolution - Tax Parcel No. 85672.doc](#)
- ☐ [Exhibit A to Resolution - Tax Parcel No. 85672.pdf](#)
- ☐ [Exhibit B to Resolution - Tax Parcel No. 85672.pdf](#)

- ☐ **Deed of Release - Tax Parcel No. 85672.docx**
- ☐ **Exhibit A to Deed of Release - Tax Parcel No. 85672.pdf**
- ☐ **Exhibit B to Deed of Release - Tax Parcel No. 85672.pdf**
- ☐ **Exhibit C to Deed of Release - Tax Parcel No. 85672.pdf**

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, ABANDONING A PORTION ONLY OF A TEN FOOT (10') WIDE ELECTRIC EASEMENT ACROSS TAX PARCEL NO. 85672, INDIGREEN SUBDIVISION, SECTION ONE (AS SHOWN ON MAP BOOK 84 AT PAGE 119, PITT COUNTY PUBLIC REGISTRY) (REFERENCE IS HEREBY MADE TO PARCEL NUMBER 85672, ACCORDING TO THE RECORDS IN THE OFFICE OF THE TAX ADMINISTRATION OF PITT COUNTY, NORTH CAROLINA, AND TO DEED BOOK 4539 AT PAGE 497, PITT COUNTY PUBLIC REGISTRY), AND AUTHORIZING EXECUTION OF A DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained a ten foot (10') wide Electric Easement running parallel to a forty foot (40') wide Drainage Easement which runs parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, Indigreen Subdivision, Section One (Map Book 46 at Page 86, Pitt County Public Registry), across Tax Parcel Number 85672, as shown on the plat which appears of record in Map Book 84 at Page 119, Pitt County Public Registry; and

WHEREAS, the portion of the ten foot (10') wide Electric Easement to be abandoned does not include the ten foot (10') wide Electric Easement which runs parallel to the western right of way of NCSR 1612, also commonly known as Sugg Parkway (80' Public R/W; 24' Pavement), as shown on Map Book 46 at Page 3, Pitt County Public Registry, nor does it include an abandonment of the portion of the ten foot (10') wide Electric Easement running parallel to Prescott Drive (80' Public R/W Unimproved), as shown on Map Book 51 at Page 110, Pitt County Public Registry, which said easements along the western right of way of Sugg Parkway and along the southern right of way of Prescott Drive are expressly retained by the Commission; and

WHEREAS, only the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, is to be abandoned; and

WHEREAS, the Commission anticipates no use or need now or in the future for such portion of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D as hereinabove described; and

WHEREAS, the Commission therefore desires to abandon such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D; and

WHEREAS, the current owner of such property, Boviet USA Property LLC, has requested the City of Greenville, North Carolina, and Commission to abandon such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, and requests the City of Greenville, North Carolina, for the use and benefit of Commission, to acknowledge such abandonment and release; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of Commission and all parties, and therefore requests that the City of Greenville, North Carolina, acknowledge such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, which is shown on a map entitled "Final Plat Indigreen Subdivision Block A, Lot 3 Pactolus Township, Pitt County, North Carolina" dated June 25, 2019 and prepared by Patrick W. Hartman, Professional Land Surveyor, License Number L-4262, Rivers & Associates, Inc., 107 East Second Street, Greenville, NC 27858, telephone (252) 752-4135 (Exhibit "A"), and a map entitled "Boviet USA Property, LLC Easement to be Abandoned Pitt Co., NC" dated July 15, 2025 and prepared by Greenville Utilities Commission, GDS Department (Exhibit "B"), both of which are attached hereto and made a part hereof, and which are hereby incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, AS FOLLOWS:

Section 1. That the City Council of the City of Greenville, North Carolina, does hereby abandon such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, heretofore granted to the City

of Greenville, for the use and benefit of Greenville Utilities Commission, per Map Book 84 at Page 119, Pitt County Public Registry.

Section 2. That the appropriate City officials be and they hereby are empowered to make, execute, and deliver to Boviet USA Property, LLC, 1125 Sugg Parkway, Greenville, North Carolina 27834, or the then current owner of the subject property encumbered by such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, to be abandoned, an instrument in a form suitable for recording to release whatever interests the City of Greenville, North Carolina, for the use and benefit of Commission, might have in and to such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, which is shown as to be abandoned on Exhibit "A" and Exhibit "B" which are attached hereto and made a part hereof.

Section 3. This Resolution shall take effect immediately upon its adoption.

This the _____ day of _____, 2025.

CITY OF GREENVILLE

By: _____
P.J. CONNELLY, MAYOR

ATTEST:

VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]

A meeting of the City Council of the City of Greenville, North Carolina, was held on _____, 2025.

Present: _____

Absent: _____

Also Present: _____

After consideration of the foregoing Resolution, Council member _____, moved for the passage thereof, which motion was duly seconded by Council member _____, and the foregoing Resolution was passed by the following vote:

Ayes: _____

Noes: _____

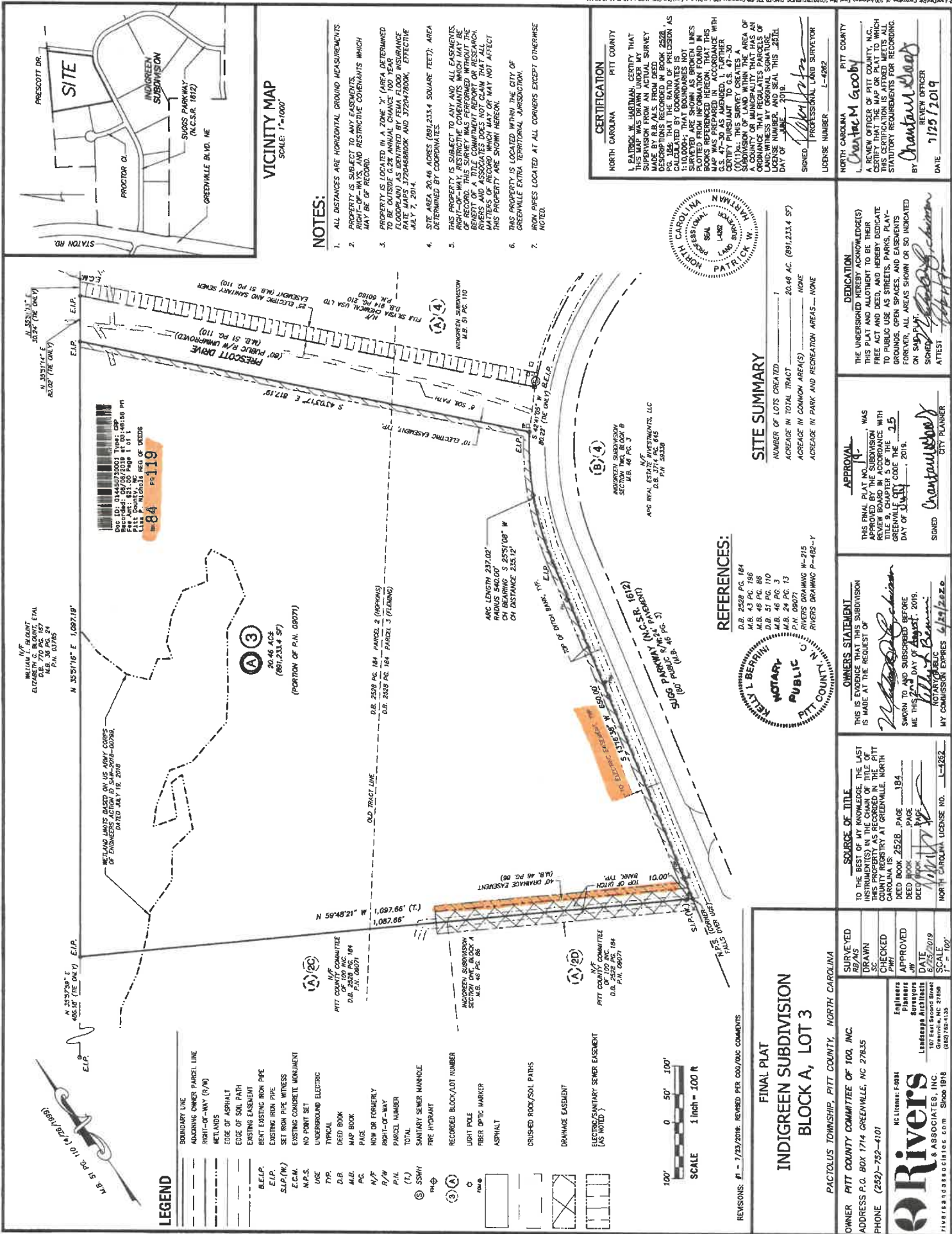
* * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina, DO HEREBY CERTIFY that the foregoing accurately reflects the proceedings as recorded in the minutes of the City Council of said City at a meeting held on the _____ day of _____, 2025 and contains the verbatim text of Resolution No. _____ which was duly adopted by said City Council at said meeting.

WITNESS my hand and the official seal of said City, this _____ day of _____, 2025.

City Clerk

[SEAL]





Disclaimer:
Easements depicted on this map are for illustrative purposes only and may not be relied upon as an accurate representation for spatial reference. This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulation. The source data is referenced from Pitt County Planning Department, the City of Greenville and GUC.

Boviet USA Property, LLC
Easement to be Abandoned
Pitt Co., NC



Date Created: 7/15/2025

Created By: GDS

Requested By: Debra Nash



Greenville Utilities
P.O. Box 1847
Greenville, NC 27835
Phone: (252) 762-7166
Fax: (252) 329-2172

Greenville
utilities

Exhibit "B"

Prepared by: Phillip R. Dixon, Attorney
File: Greenville Utilities Commission
Post Office Box 1847
Greenville, NC 27835

NORTH CAROLINA

DEED OF RELEASE

PITT COUNTY

THIS DEED OF RELEASE, made and entered into this the _____ day of _____, 2025, by and between the City of Greenville, North Carolina, a municipal corporation in Pitt County, North Carolina, party of the first part (hereinafter called GRANTOR), and Boviet USA Property, LLC, 1125 Sugg Parkway, Greenville, North Carolina 27834, party of the second part (hereinafter called GRANTEE).

THAT WHEREAS, the GRANTOR, for the use and benefit of Greenville Utilities Commission (hereinafter referred to as "Commission"), previously obtained a ten foot (10') wide Electric Easement running parallel to a forty foot (40') wide Drainage Easement which runs parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, Indigreen Subdivision, Section One (Map Book 46 at Page 86, Pitt County Public Registry), across Tax Parcel Number 85672, as shown on the plat which appears of record in Map Book 84 at Page 119, Pitt County Public Registry; and

WHEREAS, the portion of the ten foot (10') wide Electric Easement to be abandoned does not include the ten foot (10') wide Electric Easement which runs parallel to the western right of way of NCSR 1612, also commonly known as Sugg Parkway (80' Public R/W; 24' Pavement), as shown on Map Book 46 at Page 3, Pitt County Public Registry, nor does it include an abandonment of the portion of the ten foot (10') wide Electric Easement running parallel to Prescott Drive (80' Public R/W Unimproved), as shown on Map Book 51 at Page 110, Pitt County Public Registry, which said easements along the western right of way of Sugg Parkway and along the southern right of way of Prescott Drive are expressly retained by the Commission; and

WHEREAS, only the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, is to be abandoned; and

WHEREAS, the Commission anticipates no use or need now or in the future for such portion of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D as hereinabove described; and

WHEREAS, the Commission therefore desires to abandon such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D; and

WHEREAS, the current owner of such property, Boviet USA Property LLC, has requested the City of Greenville, North Carolina, and Commission to abandon such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, and requests the City of Greenville, North Carolina, for the use and benefit of Commission, to acknowledge such abandonment and release; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of Commission and all parties, and therefore requests that the City of Greenville, North Carolina, acknowledge such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, which is shown on a map entitled "Final Plat Indigreen Subdivision Block A, Lot 3 Pactolus Township, Pitt County, North Carolina" dated June 25, 2019 and prepared by Patrick W. Hartman, Professional Land Surveyor, License Number L-4262, Rivers & Associates, Inc., 107 East Second Street, Greenville,

NC 27858, telephone (252) 752-4135 (Exhibit “A”), and a map entitled “Boviet USA Property, LLC Easement to be Abandoned Pitt Co., NC” dated July 15, 2025 and prepared by Greenville Utilities Commission, GDS Department (Exhibit “B”), both of which are attached hereto and made a part hereof, and which are hereby incorporated by reference; and

WHEREAS, Commission has therefore requested GRANTOR to execute a Deed of Release to GRANTEE, or the current owner(s) of such portion only of the ten foot (10’) wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, which is shown on Exhibit “A” and Exhibit “B” as to be abandoned, which are attached hereto and made a part hereof, and which are hereby incorporated by reference; and

WHEREAS, the City Council of the GRANTOR, acting on the recommendation of Commission, has duly adopted the Resolution abandoning to GRANTEE, such portion only of the ten foot (10’) wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, as shown on Exhibit “A” and Exhibit “B” as to be abandoned, and a copy of which said Resolution is attached hereto as Exhibit “C” and made a part hereof; and

NOW THEREFORE, pursuant to and in accordance with said Resolution, GRANTOR does hereby remise, release, discharge, and forever quitclaim unto Boviet USA Property, LLC, as the current owner of the subject property, its heirs and assigns, all the GRANTOR’s rights, title, and interest in and to such portion only of the ten foot (10’) wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, which is shown on Exhibit “A” and Exhibit “B” as to be abandoned, which are attached hereto and made a part hereof, and which are hereby incorporated by reference.

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

CITY OF GREENVILLE

By: _____
P.J. CONNELLY, MAYOR

ATTEST:

VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of the aforesaid County and State, certify that VALERIE P. SHIUWEGAR personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, North Carolina, and that by authority duly given and as the act of the City of Greenville, North Carolina, the foregoing instrument was signed in its name by its Mayor, sealed with its official seal, and attested by her as its City Clerk.

WITNESS my hand and official stamp or seal, this the ____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires: _____



Disclaimer:
Easements depicted on this map are for illustrative purposes only and may not be relied upon as an accurate representation for spatial reference. This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulation. The source data is referenced from Pitt County Planning Department, the City of Greenville and GUC.

Boviet USA Property, LLC
Easement to be Abandoned
Pitt Co., NC



Date Created: 7/15/2025

Created By: GDS

Requested By: Debra Nash



Greenville Utilities
P.O. Box 1847
Greenville, NC 27835
Phone: (252) 762-7166
Fax: (252) 329-2172

Greenville
utilities

Exhibit "B"

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, ABANDONING A PORTION ONLY OF A TEN FOOT (10') WIDE ELECTRIC EASEMENT ACROSS TAX PARCEL NO. 85672, INDIGREEN SUBDIVISION, SECTION ONE (AS SHOWN ON MAP BOOK 84 AT PAGE 119, PITT COUNTY PUBLIC REGISTRY) (REFERENCE IS HEREBY MADE TO PARCEL NUMBER 85672, ACCORDING TO THE RECORDS IN THE OFFICE OF THE TAX ADMINISTRATION OF PITT COUNTY, NORTH CAROLINA, AND TO DEED BOOK 4539 AT PAGE 497, PITT COUNTY PUBLIC REGISTRY), AND AUTHORIZING EXECUTION OF A DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained a ten foot (10') wide Electric Easement running parallel to a forty foot (40') wide Drainage Easement which runs parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, Indigreen Subdivision, Section One (Map Book 46 at Page 86, Pitt County Public Registry), across Tax Parcel Number 85672, as shown on the plat which appears of record in Map Book 84 at Page 119, Pitt County Public Registry; and

WHEREAS, the portion of the ten foot (10') wide Electric Easement to be abandoned does not include the ten foot (10') wide Electric Easement which runs parallel to the western right of way of NCSR 1612, also commonly known as Sugg Parkway (80' Public R/W; 24' Pavement), as shown on Map Book 46 at Page 3, Pitt County Public Registry, nor does it include an abandonment of the portion of the ten foot (10') wide Electric Easement running parallel to Prescott Drive (80' Public R/W Unimproved), as shown on Map Book 51 at Page 110, Pitt County Public Registry, which said easements along the western right of way of Sugg Parkway and along the southern right of way of Prescott Drive are expressly retained by the Commission; and

WHEREAS, only the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, is to be abandoned; and

WHEREAS, the Commission anticipates no use or need now or in the future for such portion of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D as hereinabove described; and

WHEREAS, the Commission therefore desires to abandon such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D; and

WHEREAS, the current owner of such property, Boviet USA Property LLC, has requested the City of Greenville, North Carolina, and Commission to abandon such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, and requests the City of Greenville, North Carolina, for the use and benefit of Commission, to acknowledge such abandonment and release; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of Commission and all parties, and therefore requests that the City of Greenville, North Carolina, acknowledge such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, which is shown on a map entitled "Final Plat Indigreen Subdivision Block A, Lot 3 Pactolus Township, Pitt County, North Carolina" dated June 25, 2019 and prepared by Patrick W. Hartman, Professional Land Surveyor, License Number L-4262, Rivers & Associates, Inc., 107 East Second Street, Greenville, NC 27858, telephone (252) 752-4135 (Exhibit "A"), and a map entitled "Boviet USA Property, LLC Easement to be Abandoned Pitt Co., NC" dated July 15, 2025 and prepared by Greenville Utilities Commission, GDS Department (Exhibit "B"), both of which are attached hereto and made a part hereof, and which are hereby incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, AS FOLLOWS:

Section 1. That the City Council of the City of Greenville, North Carolina, does hereby abandon such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, heretofore granted to the City

of Greenville, for the use and benefit of Greenville Utilities Commission, per Map Book 84 at Page 119, Pitt County Public Registry.

Section 2. That the appropriate City officials be and they hereby are empowered to make, execute, and deliver to Boviet USA Property, LLC, 1125 Sugg Parkway, Greenville, North Carolina 27834, or the then current owner of the subject property encumbered by such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, to be abandoned, an instrument in a form suitable for recording to release whatever interests the City of Greenville, North Carolina, for the use and benefit of Commission, might have in and to such portion only of the ten foot (10') wide Electric Easement running parallel to the boundary line between Lot A, Block 3, and Lot A, Block 2D, which is shown as to be abandoned on Exhibit "A" and Exhibit "B" which are attached hereto and made a part hereof.

Section 3. This Resolution shall take effect immediately upon its adoption.

This the _____ day of _____, 2025.

CITY OF GREENVILLE

By: _____
P.J. CONNELLY, MAYOR

ATTEST:

VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]

A meeting of the City Council of the City of Greenville, North Carolina, was held on _____, 2025.

Present: _____

Absent: _____

Also Present: _____

After consideration of the foregoing Resolution, Council member _____, moved for the passage thereof, which motion was duly seconded by Council member _____, and the foregoing Resolution was passed by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina, DO HEREBY CERTIFY that the foregoing accurately reflects the proceedings as recorded in the minutes of the City Council of said City at a meeting held on the _____ day of _____, 2025 and contains the verbatim text of Resolution No. _____ which was duly adopted by said City Council at said meeting.

WITNESS my hand and the official seal of said City, this _____ day of _____, 2025.

City Clerk

[SEAL]



City of Greenville, North Carolina

Meeting Date: 09/08/2025

<u>Title of Item:</u>	Ordinance and Reimbursement Resolution Amending Greenville Utilities Commission's Capital Project Budget for HVAC Upgrades
<u>Explanation:</u>	<p>Greenville Utilities Commission's Admin HVAC Upgrades Project aims to modernize and replace outdated air conditioning, heating, ventilation, and mechanical equipment and controls for the 2nd and 3rd floors of the Administration Building. Major components of the existing system were installed in 1977 and have reached the end of their useful life. With the assistance of an engineering consultant, the scope of the project was revised and the budget was amended to \$2,500,000 in June 2025. In July 2025, new bids were received with the lowest responsive bid from Muter Construction, LLC in the amount of \$2,848,000 exceeding the revised budget.</p> <p>To proceed with the project, it is necessary to amend the project budget from \$2,500,000 to \$3,500,000. This will cover the cost of work as indicated in the bid and provide contingency for unforeseen items associated with the upgrade. Additionally, a reimbursement resolution needs to be approved, as the funding source for the project will be long-term debt.</p> <p>At its August 21, 2025, regular meeting, the GUC Board of Commissioners adopted the capital project budget amendment and associated reimbursement resolution, and recommends similar action be taken by the City Council.</p>
<u>Fiscal Note:</u>	No cost to the City
<u>Recommendation:</u>	Adopt the attached ordinance and reimbursement resolution amending Greenville Utilities Commission's capital project budget for the Admin HVAC Upgrades Project.

ATTACHMENTS

- ☐ [Ordinance Amending 25-016 Admin HVAC Upgrades.xlsx](#)
- ☐ [City Reimbursement Resolution amending GUC Admin HVAC Upgrades.docx](#)

ORDINANCE NO. 25- _____
CITY OF GREENVILLE, NORTH CAROLINA
TO AMEND A CAPITAL PROJECT BUDGET (ORDINANCE NO.25-016)
ADMIN HVAC UPGRADES

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

Section I. The Capital Projects Budget is amended, so that as amended it shall read as follows:

	<u>Current Budget</u>	<u>Change</u>	<u>Proposed Budget</u>
<u>Revenues</u>			
Long-Term Debt	<u>\$ 2,500,000</u>	<u>\$ 1,000,000</u>	<u>\$ 3,500,000</u>
	\$ 2,500,000	\$ 1,000,000	\$ 3,500,000
<u>Expenditures</u>			
Project Costs	<u>\$ 2,500,000</u>	<u>\$ 1,000,000</u>	<u>\$ 3,500,000</u>
	\$ 2,500,000	\$ 1,000,000	\$ 3,500,000

Section II. All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

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

Adopted this the _____ day of _____, 2025.

P. J. Connelly, Mayor

Attest:

Valerie Shiuwegar, City Clerk

RESOLUTION NO. 25-__
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; 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 \$1,000,000.

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 ____ day of _____, 2025.

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 _____, 2025 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 ____ day of _____, 2025.

City Clerk

[SEAL]



City of Greenville, North Carolina

Meeting Date: 09/08/2025

Title of Item: Resolution Approving an Exchange of Property with Evans Street Properties LLC

Explanation: North Carolina General Statute §160A-271 provides authority for a city to exchange any real or personal property belonging to the city for other real or personal property by private negotiation if the city receives full and fair consideration in exchange for its property.

Evans Street Properties LLC is the option purchaser of three (3) tracts of land located at 1511 Dickinson Avenue, Greenville, NC, 27834, which includes Tax Parcels 7202, 25116, 25118, 25117, 2817, 211809, 4721, 4720, 4718, and 4719, totaling 2.87 acres, with a total appraised value of \$1,402,000. The City owns a tract of land, consisting of .52 acres, located at 0 Cotanche Street, Greenville, NC, 27858, further identified as parcel number 23596, with a total appraised value of \$1,154,000.

City desires to acquire the subject property for use by the Public Works Department. The Street Division has currently outgrown their existing facility. Equipment is often stored in other facilities during the winter to prevent freezing and breaking of equipment.

Notice was published describing the aforementioned subject properties of this exchange, stating the value of the properties, and announcing the City Council's intent to authorize in accordance with §160A-271.

Fiscal Note: The City will be required to pay minimal attorney fees as part of the closing costs for this exchange.

Recommendation: The City Attorney's Office has reviewed the requisite documents, conferred with Evans Street Properties, LLC, and recommends City Council approve the resolution authorizing the exchange of property.

ATTACHMENTS

- ☐ [COG_Evans Street Properties LLC Property Exchange Resolution.DOCX](#)
- ☐ [COG_Evans Street Properties_ LLC Property Exchange Agreement.DOCX](#)
- ☐ [PLAT MAP - COTANCHE ST.pdf](#)

RESOLUTION NO. _____

RESOLUTION APPROVING AN EXCHANGE OF PROPERTY
WITH EVANS STREET PROPERTIES, LLC

WHEREAS, the City of Greenville (City) owns a tract of land, which is approximately .52 acres, located at 0 Cotanche St., Greenville, North Carolina, Pitt County Parcel No. 23596;

WHEREAS, Evans Street Properties, LLC (option purchaser, hereafter “Owner”) has an option to purchase three (3) tracts of land, which includes Tax Parcels 7202, 25116, 25118, 25117, 21817, 21809, 4721, 4720, 4718, and 4719, totaling 2.87 acres, and further identified as recorded in Deed Book 2566, Page 181, of the Pitt County Registry.

WHEREAS, the City (through its City Council) wishes to make an even exchange of the beforementioned properties; and

WHEREAS, N.C. Gen. Stat. § 160A-271 authorizes the exchange of real property by the City of Greenville by a resolution adopted at a regular meeting upon at least ten (10) days’ public notice;

WHEREAS, public notice of the intent of the City Council to authorize an exchange of real property at a regular meeting was published as required by law;

WHEREAS, the City Council has convened in a regular meeting; and

WHEREAS, the City Council has determined that the City of Greenville will receive full and fair consideration for its property in the exchange;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE THAT:

1. The exchange of property by and between the City of Greenville and Owner (Evans Street Properties, LLC) is hereby approved, said exchange involving the City conveying parcel number 23596, having an appraised value of \$1,154,000, approximately .52 acres, located at 0 Cotanche St., Greenville, NC 27858, in exchange for tax parcels 7202, 25116, 25118, 25117, 21817, 21809, 4721, 4720, 4718, and 4719, which is 2.87 acres and located at 1511 Dickinson Avenue, Greenville, NC, 27834, having an appraised value of approximately \$1,280,000.
2. Either the Mayor or City Manager is authorized to execute all required contracts and instruments for the above-described exchange of properties, including but not limited to the deed, exchange agreement, and any other contracts or instruments related to or necessary to effectuate the transaction.

Adopted this 8th day of September, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

**NORTH CAROLINA
PITT COUNTY**

PROPERTY EXCHANGE AGREEMENT

THIS PROPERTY EXCHANGE AGREEMENT (“Agreement”) is made as of _____, 2025 by and between **CITY OF GREENVILLE**, a body politic and corporate organized under the laws of the State of North Carolina (“City”), whose address is 200 West Fifth Street, Greenville, NC 27858, and **EVANS STREET PROPERTIES, LLC**, a North Carolina limited liability company (“Evans Street Properties”), whose address is 3 Rest Haven Road Ext., Bath, NC 27808, who for valuable consideration received, agree as follows. This Agreement is effective upon the date first written above (“Effective Date”).

WHEREAS, the City is the owner of that certain real property located in the southwest quadrant of the intersection of Second Street and Cotanche Street, and containing approximately 22,635 square feet as described on **Exhibit A** and incorporated herein by reference (the “City Property”);

WHEREAS, Evans Street Properties is the contract purchaser of those certain parcels of real property comprising 2.87 acres, more or less, and located at 1511 Dickinson Avenue, Greenville, NC, and being more particularly described on **Exhibit B** attached hereto and incorporated herein by reference (the “Evans Street Properties Property”);

WHEREAS, in order to promote development in the community and use the properties in the most efficient and effective manner, Evans Street Properties and the City desire to exchange ownership of the hereinabove described parcels in accordance with the terms and conditions herein;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions herein set forth and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION I

GENERAL PROVISIONS

1. **Property Exchange.** The City hereby agrees to convey and Evans Street Properties hereby agrees to accept all of the City’s right, title and interest in the City Property. Evans Street Properties hereby agrees to convey and the City hereby agrees to accept all of Evans Street Properties’ right, title and interest in the Evans Street Properties Property.

2. **Consideration.** The City and Evans Street Properties acknowledge and agree that the value of the property being conveyed to the City is greater than the value of the property being conveyed by the City, and therefore, the exchange of the parcels, is full and fair consideration for the parcels each shall convey.

3. **Title.**

- (a) **Evans Street Properties Property.** At Closing, Evans Street Properties shall convey to the City fee simple title to the Evans Street Properties Property by special warranty deed, free and clear of defects or encumbrances, except for any encumbrances permitted by the City as further described on **Exhibit C** attached hereto and incorporated by reference. Evans Street Properties shall satisfy at Closing any lien or unpaid delinquent taxes, deeds of trust, contractor's or materialmen's liens and any other liens that encumber the Evans Street Properties Property, except the lien of property taxes for the year of Closing, which shall be prorated at Closing.
- (b) **City Property.** At Closing, the City shall convey to Evans Street Properties fee simple title to the City Property by special warranty deed, free and clear of defects or encumbrances, except for any encumbrances permitted by the Evans Street Properties as further described on **Exhibit D** attached hereto and incorporated by reference.. The City shall satisfy at Closing any lien or unpaid delinquent taxes, deeds of trust, contractor's or materialmen's liens and any other liens that encumber the City Property, except the lien of property taxes for the year of Closing, which shall be prorated at Closing.

4. **Closing Documents.**

- (a) **City's Delivery.** At Closing, the City shall deliver to Evans Street Properties the following:
 - (i) An executed special warranty deed conveying the City Property to Evans Street Properties.
 - (ii) An executed affidavit regarding liens establishing that there are no lien claims of mechanics, laborers and materialmen on the City Property.
 - (iii) An executed settlement statement.
 - (iv) An executed Non-foreign Affidavit.
 - (v) Evidence of the City's authority to complete the transaction contemplated herein.
- (b) **Evans Street Properties' Delivery.** At Closing, the Evans Street Properties shall deliver to City the following:
 - (i) An executed special warranty deed conveying the Evans Street Properties Property to the City.
 - (ii) An executed affidavit regarding liens establishing that there are no lien claims of mechanics, laborers and materialmen on the Evans Street Properties Property.
 - (iii) An executed settlement statement.
 - (iv) An executed Non-foreign Affidavit.

- (v) Evidence of Evans Street Properties' authority to complete the transaction contemplated herein.

5. **Closing and Closing Date.** The Closing shall be on or before _____, 2025, unless extended in writing by the parties. Grantees shall be entitled to possession at Closing.

6. **Representations, Warranties and Covenants of the City.**

- (a) The City represents, warrants and agrees that:
 - (i) To the best of the City's knowledge, the City has not received any written notice from any governmental body having jurisdiction asserting the existence of any violations of any applicable laws with respect to the City Property; and
 - (ii) The City has good and marketable title to the City Property and the right to convey same consistent with the terms of this Agreement; and
 - (iii) The City represents and warrants that, to the City's knowledge, as of the Execution Date that the City Property is free of known or identified Hazardous Materials, no Hazardous Materials have ever been produced or disposed upon the City Property, no Release has occurred on the City Property and Hazardous Materials have not migrated to City Property; the City Property is in compliance with all Environmental Laws; the City Property is not subject to any Environmental Liability, threatened Environmental Liability or alleged Environmental Liability; and the City has not received notice of any violation of Environmental Laws affecting the City Property.
- (b) The City shall:
 - (i) Promptly deliver to Evans Street Properties copies of any notice received by the City after the Effective Date regarding all actions, suits, and other proceedings affecting the City Property, or the use, possession or occupancy thereof which may adversely affect Evans Street Properties or the City Property; and
 - (ii) Promptly deliver to Evans Street Properties copies of notices received by the City after the Effective Date of releases of toxic substances or any actual contamination of the City Property or any portion thereof given by or on behalf of any Federal, state or local agency.

7. **Representations, Warranties and Covenants of Evans Street Properties.**

- (a) Evans Street Properties represents, warrants and agrees that:
 - (i) To the best of Evans Street Properties' knowledge, Evans Street Properties has not received any written notice from any governmental

body having jurisdiction asserting the existence of any violations of any applicable laws with respect to the Evans Street Properties Property; and

(ii) Evans Street Properties has good and marketable title to the Evans Street Properties Property and the right to convey same consistent with the terms of this Agreement; and

(iii) Evans Street Properties represents and warrants that, to Evans Street Properties' knowledge, as of the Execution Date that Evans Street Properties has provided to the City all environmental reports available for the Evans Street Properties' Property, and the City will make its own independent determination regarding the presence or absence of Hazardous Materials on the Evans Street Properties Property.

(b) Evans Street Properties shall:

(i) Promptly deliver to the City copies of any notice received by Evans Street Properties after the Effective Date regarding all actions, suits, and other proceedings affecting the Evans Street Properties Property, or the use, possession or occupancy thereof which may adversely affect the City or the Evans Street Properties Property; and

(ii) Promptly deliver to the City copies of notices received by Evans Street Properties after the Effective Date of releases of toxic substances or any actual contamination of the Evans Street Properties Property or any portion thereof given by or on behalf of any Federal, state or local agency.

8. **Taxes, Closing Costs, Etc.** Taxes and assessments for the current calendar year shall be prorated at Closing. All costs associated with the conveyance of the Lots and closing of this transaction shall be paid as is customary in commercial transactions. Any cost and/or fees incurred by the City or Evans Street Properties in executing this Agreement shall be borne by the respective party incurring such cost and/or fee. Each party shall pay their own respective attorney fees.

9. **Oral Agreements and Representations.** This Agreement represents the final and complete expression of the parties hereto with respect to the subject matter hereof. There are no oral or other agreements, including but not limited to any representations or warranties, which modify or affect this Agreement.

10. **Survival.** If any provision or indemnity herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties herein until fully observed, kept or performed.

11. **Brokers.** The City and Evans Street Properties each represent to the other that they have not dealt with any real estate broker in connection with the negotiations leading to this Agreement.

12. **Counterparts/Facsimile.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile signature to this Agreement and to any amendments thereto may be deemed an original and all purposes.

13. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. 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.

SECTION II

MISCELLANEOUS TERMS AND CONDITIONS

1) **MODIFICATION.** This agreement may be expanded, modified, or amended, as needed, at any time by the written consent of all Parties to the Agreement.

2) **GENERAL COMPLIANCE WITH LAWS.** ESP and City shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of roles, responsibilities, and obligations under this Agreement.

3) **ASSIGNMENT.** This Agreement may not be assigned without the express written consent of both Parties.

4) **NO THIRD PARTY RIGHTS.** No Third-Party Rights Created. This Agreement is intended for the benefit of the City and Evans Street Properties and not any other party.

5) **GENERAL COMPLIANCE WITH LAWS.** Evans Street Properties and City shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of roles, responsibilities, and obligations under this Agreement.

6) **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.

7) **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.

8) **AUTHORITY TO CONTRACT.** The undersigned hereby certify that this

Agreement is in all respects fair and without collusion or fraud and warrant and certify that they are authorized to enter into this Agreement and to execute same on behalf of Evans Street Properties as the act of the said Evans Street Properties. City hereby warrants and certifies the same.

9) **DISPUTE RESOLUTION CLAUSE.** In the event of a dispute between the Parties which the Parties are unable to resolve within the normal course of business, the Parties within fifteen (15) days after delivery of written notice of the dispute, shall each 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.

10) **COUNTERPARTS.** This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.

11) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, related to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

CITY OF GREENVILLE

By: _____
Print Name:
Title:

EVANS STREET PROPERTIES, LLC

By: _____
Print Name:
Title:

Exhibit A

BEGINNING at the point of intersection of the new southern property line of Second Street with the new western property line of Cotanche Street, and which point is identified by a brass plate; and from said beginning point running South 11-03-04 West and along the new western property line of Cotanche Street, 143.9 feet to a spike; thence continuing with the western property line of Cotanche Street, South 2-51-26 East, 25.95 feet to a point; thence North 78-32-19 West, 136.87 feet to an iron stake; thence North 11-12-06 East, 39.3 feet to an iron stake; thence North 10-32-40 East, 129.5 feet to a spike in the new southern property line of Second Street; thence South 78-52-04 East and along the new southern property line of Second Street, 134.21 feet to the point of BEGINNING, containing 22,635 square feet, more or less, and being all of Lot 2, in Block "J", of the Greenville Central Business Project, N.C. R-66, as shown on map made by McDavid and Associates dated August 4, 1975, reference to which is hereby directed.

Exhibit B

Evans Street Properties Property

Pitt County Tax Parcel Nos. 7202, 25116, 25117, 25118, 21809, 21817, 4718, 4719, 4720, and 4721

[Being all of the real property described by deed from KDK, Inc. the Michael Wesley Kennedy, and being recorded in Deed Book 2566, Page 181, of the Pitt County Registry - legal descriptions to be attached]

Exhibit C

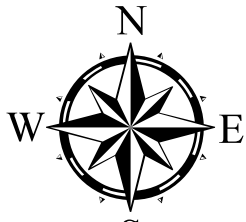
Permitted Encumbrances on City Property

1. Taxes or assessments for the year 2026, not yet due and payable.
2. General consumer utility right(s) of way and easements of record.

Exhibit D

Permitted Encumbrances on Evans Street Properties Property

1. Taxes or assessments for the year 2026, not yet due and payable.
2. General consumer utility right(s) of way and easements of record.



0 50 100 Feet

City Of Greenville

0 Cotanche St

Acres: 0.52

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





City of Greenville, North Carolina

Meeting Date: 09/08/2025

Title of Item: Resolution Adopting the *Neuse River Basin Regional Hazard Mitigation Plan*

Explanation: The Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that the plan must be updated and adopted every five years. More specifically, under North Carolina General Statute (G.S.) 166A-19.41(b)(2)a3, “For a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act”.

The citizens and property within Pitt County, including those within the City of Greenville, are subject to the effects of natural hazards and man-made hazard events that pose threats to lives and cause damage to property. Based on the knowledge and experience that certain areas of Pitt County and the City of Greenville are particularly vulnerable to flooding, high winds, and severe winter weather, Pitt County along with Greene, Jones, Lenoir, and Wayne Counties and the incorporated municipalities in those counties are included in the *Neuse River Basin Regional Hazard Mitigation Plan* (Plan) which is considered an All-Hazards Mitigation Plan.

This Plan was last adopted in 2020, and it is time for the Plan to be updated and re-adopted. Pitt County and its participating municipal jurisdictions, including the City of Greenville, have performed a comprehensive review and evaluation of each section of the previously approved Plan and have updated the Plan as required under federal regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management. Development of the draft document involved a series of four Hazard Mitigation Planning Committee meetings as well as two public input meetings. Each jurisdiction was represented by staff, as well as two citizen stakeholders for communities that are impacted by the Community Rating System for establishment of flood insurance rates.

The planning process began in 2024 and will be complete after adoption of this resolution by City Council and by formal certification of the Plan for the next five-year cycle. Attached are the draft strategies relative to Pitt County and the City of Greenville. A full copy of the 769-page draft Plan as well as materials associated with the planning process can be viewed through the following web

link: www.neuseriverhmp.com.

Fiscal Note: There is no fiscal impact for this item.

Recommendation: Staff recommends approval of the resolution adopting the *Neuse River Basin Regional Hazard Mitigation Plan*

ATTACHMENTS

- ☐ [Resolution.DOC](#)
- ☐ [Neuse River Regional Hazard Mitigation Plan Action Items.pdf](#)

RESOLUTION NO. _____
RESOLUTION OF THE CITY OF GREENVILLE, NORTH CAROLINA
ADOPTING THE *NEUSE RIVER BASIN REGIONAL HAZARD MITIGATION PLAN*

WHEREAS, the citizens and property within Pitt County, including the citizens and property within the City of Greenville, are subject to the effects of natural hazards and man-made hazard events that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of Pitt County and the City of Greenville are particularly vulnerable to flooding, high winds, and severe winter weather; and

WHEREAS, Pitt County and participating municipal jurisdictions, including the City of Greenville, desire to seek ways to mitigate the impact of identified hazard risks;

WHEREAS, the North Carolina General Assembly has in Part 6, Article 21 of Chapter 143, Parts 3, 5, and 8 of Article 19 of Chapter 160A, and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry;

WHEREAS, the North Carolina General Assembly has in North Carolina General Statute 166A-19.41(b)(2)a.3. stated that: “For a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act”;

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five-year cycle;

WHEREAS, Pitt County and its participating municipal jurisdictions, including the City of Greenville, have performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and have updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management;

WHEREAS, it is the intent of the Pitt County Board of Commissioners to fulfill this obligation in order that the county will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting Pitt County;

WHEREAS, it is the intent of the City Council of the City of Greenville to fulfill this obligation in order that the City of Greenville will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the City of Greenville; and

WHEREAS, the City of Greenville actively participated in the planning process of the *Neuse River Basin Regional Hazard Mitigation Plan* and has fulfilled all of its part of the multi-jurisdictional planning elements required by FEMA;

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

Section 1. That the City Council of the City of Greenville does hereby adopt the *Neuse River Basin Regional Hazard Mitigation Plan*.

Section 2. That the City Council of the City of Greenville does hereby separately adopt the sections of the *Neuse River Basin Regional Hazard Mitigation Plan* that are specific to the City of Greenville.

Section 3. That the City Council of the City of Greenville does hereby repeal the *Neuse River Basin Regional Hazard Mitigation Plan* adopted on June 15, 2020, by Resolution Number 027-20.

Section 4. That the City Council of the City of Greenville does hereby vest the Director of Planning and Development Service or his/her designee with the responsibility, authority, and the means to:

- (a) Inform all concerned parties of this action; and
- (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map, and identify floodplain or flood-related erosion areas, and cooperate with neighboring communities with respect to management of adjoining floodplain and/or flood-related erosion areas in order to prevent aggravation of existing hazards.

Section 5. That the City Council of the City of Greenville does hereby appoint the Director of Planning and Development Services or his/her designee to assure that, in cooperation with Pitt County, the *Neuse River Basin Regional Hazard Mitigation Plan* is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the City of Greenville City Council for consideration.

Section 6. That the City Council of the City of Greenville does hereby agree to take such other official action as may be reasonably necessary to carry out the objectives of the *Neuse River Basin Regional Hazard Mitigation Plan*.

Section 7. This resolution shall become effective immediately upon adoption.

Adopted this 8th day of September, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

Doc. 1207492

D.3 MITIGATION STRATEGY

Table D.43 – Mitigation Action Plan, Pitt County

Action #	Description	Applicable Jurisdictions	Hazards Addressed	Priority	Goal & Objective	Category	Lead/Participating Agencies	Estimated Cost	Potential Funding Sources	Implementation Schedule	2025 Status	2025 Status Comments/Explanation
P1	Review the County's Comprehensive Land Use Plan (adopted March 20, 2023 with an effective date of May 1, 2023) annually to ensure that the Future Land Use Map adequately delineates portions of the County deemed unsuitable for development due to existing environmental conditions.	Pitt County, Ayden, Bethel, Falkland, Farmville, Fountain, Greenville, Grifton, Grimesland, Simpson, Winterville	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms, Earthquake	High	1.3	P	Pitt County Planning Department, Pitt County Board of Commissioners, Municipal Administrations	Staff Time	General Fund	Ongoing – review annually	New	A new comprehensive land use plan was drafted and adopted in 2023 and takes into account areas that are unsuitable for development. These areas are shown clearly within the plan.
P2	Continue to coordinate and collaborate with East Carolina University and Pitt Community College through the development of their respective hazard mitigation plans. Through implementation of this update, Pitt County Planning will incorporate Vidant, GUC, and Duke Energy into the County's Mitigation Planning efforts.	Pitt County	All Hazards	High	3.2	P	Pitt County Administration, Municipal Administrations, East Carolina University, Pitt Community College	Staff Time	General Fund, NCDPS, UNC University System	Ongoing – over the next five years	Carry Forward	Planning staff continue to work closely with ECU & PCC on annual mitigation planning efforts, and grant applications for mitigation actions. Additionally, Planning staff will continue to educate students and staff about local hazards and mitigation opportunities.
P3	Continue to impose a two-foot freeboard requirement for all development located within a defined flood hazard area. Through this plan update, Pitt County will consider amending its Flood Damage Prevention Ordinance to require two feet finished floor elevation above the lowest adjacent grade within the FEMA defined shaded X zone.	Pitt County	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms	High	1.3	P	Pitt County Board of Commissioners, Pitt County Planning Board	Staff Time	General Fund	Ongoing – Review Annually	Carry Forward	Pitt County continues to impose a two-foot freeboard requirement for development in the SFHA. Staff will include the language for the freeboard within the shaded X zone for the next update of the Flood Damage Prevention Ordinance.
P4	Maintain all FEMA Elevation Certificates and FEMA Floodproofing Certificates for residential and non-residential structures for all structures built or floodproofed since application to the CRS. Non-CRS communities will also carry out this strategy in an effort to prepare for a potential application to the CRS Program.	Pitt County, Farmville, Greenville, Grifton, Winterville, Ayden, Bethel, Falkland, Fountain, Grimesland, Simpson	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms	High	2.2	P	Pitt County Planning Department, Municipal Administration	Staff Time	General Fund	Ongoing – over next five years	Carry Forward	Pitt County keeps all elevation certificates submitted for SFHA development in Pitt County's jurisdiction. County staff are currently researching electronic resources to help enhance tracking and recording of elevation certificates and how to make the information more accessible to the public.

Action #	Description	Applicable Jurisdictions	Hazards Addressed	Priority	Goal & Objective	Category	Lead/Participating Agencies	Estimated Cost	Potential Funding Sources	Implementation Schedule	2025 Status	2025 Status Comments/Explanation
P5	Consider the data and recommendations outlined within this plan when preparing updates to the County's Capital Improvements Plan. All recommendations regarding capital expenditures will focus on siting all infrastructure and critical facilities outside of the Flood Hazard Area.	Pitt County, Ayden, Bethel, Falkland, Farmville, Fountain, Greenville, Grifton, Grimesland, Simpson, Winterville	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms	High	1.3	P	Pitt County Planning Department, Pitt County Board of Commissioners, Municipal Administrations	Staff Time	General Fund, Grant Funds	Ongoing – Annually	Carry Forward	Pitt County will continue to consider all data within this plan when designing and reviewing projects to include within the County's Capital Improvements Plan.
P6	Continue to proactively seek out grant funding through NCEM and FEMA for mitigation of repetitive loss properties (RLP's) from future flooding events. The County will maintain a list of RLP's and will apply for funding for all structures that meet cost-benefit thresholds as defined by FEMA. Pitt County will assist all municipal jurisdictions in working through the structural mitigation grant funding process.	Pitt County, Ayden, Bethel, Falkland, Farmville, Fountain, Greenville, Grifton, Grimesland, Simpson, Winterville	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms	High	1.2	PP	Pitt County Board of Commissioners, Municipal Administrations	To be Determined	General Fund, NCPS, FEMA	Ongoing – as opportunities arise	Carry Forward	This effort was carried out following the effects of Hurricanes Irene, Matthew, and Florence. Five properties were acquired after Hurricane Matthew through 1 HMGP grant cycle, and the grant was completed in 2022. The County is finalizing the process of acquiring and demolishing 5 units funded as a result of Florence.
P7	Coordinate with NCDEQ to enforce all NC State Erosion and Sedimentation and Erosion Control Regulations.	Pitt County, Ayden, Bethel, Falkland, Farmville, Fountain, Greenville, Grifton, Grimesland, Simpson, Winterville	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms	High	2.2	P	Pitt County Planning Department, Municipal Administrations	Staff Time	General Fund, NCDEQ	Ongoing – over next five years	Carry Forward	Pitt County will continue to ensure the County's Soil Erosion and Sedimentation Control Ordinance is updated in accordance with state and federal regulations to protect residents and minimize impacts and development in high-hazard areas.
P8	Coordinate with NCDEQ to enforce State and local Stormwater Regulations.	Pitt County	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms	High	2.2	P	Pitt County Planning Department, Municipal Administrations	Staff Time	General Fund, NCDEQ	Ongoing – over next five years	New	Pitt County will continue to ensure the County's Stormwater Ordinance is updated in accordance with state and federal regulations to protect residents, improve water quality, and minimize impacts and development in high-hazard areas,

Action #	Description	Applicable Jurisdictions	Hazards Addressed	Priority	Goal & Objective	Category	Lead/Participating Agencies	Estimated Cost	Potential Funding Sources	Implementation Schedule	2025 Status	2025 Status Comments/Explanation
P9	Coordinate with NCDEQ to enforce State and local Riparian Buffer Regulations.	Pitt County	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms	High	2.2	P	Pitt County Planning Department, Municipal Administrations	Staff Time	General Fund, NCDEQ	Ongoing – over next five years	New	Pitt County will continue to ensure the County’s Riparian Buffer Ordinance is updated in accordance with state and federal regulations to protect residents, improve water quality, and minimize impacts and development in high-hazard areas,
P10	Continue to expand upon the Alert Emergency Notification System available to all residents. Pitt County Emergency Management will coordinate with all municipal jurisdictions regarding registration through the Pitt County Emergency Notification Registration Portal (https://pittcountync.onthealert.com). The County will work with NCDPS to incorporate the “Know Your Zone” program into this process. Efforts will be made to educate the public about the location and published resources defining evacuation zones and procedures.	Pitt County	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms, Earthquake	High	4.2	PIO	Pitt County Emergency Management, Municipal Administrations	Staff Time	General Fund, NCDPS	Ongoing – Review Annually	Carry Forward	Ongoing activity for Pitt County Emergency Management. A new program, Hyper-Reach, was implemented in 2023 to better reach the local populace.
P11	Pitt County Emergency Management, in conjunction with the County Planning Department, will evaluate and assess the availability and effectiveness of all critical facilities outlined within this plan. Pitt County will coordinate with NCEM, Red Cross, local animal shelters, local care homes etc. in making determinations relating to need and capacity.	Pitt County, Ayden, Bethel, Falkland, Farmville, Fountain, Greenville, Grifton, Grimesland, Simpson, Winterville	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms, Earthquake	High	4.1	ES	Pitt County Emergency Management, American Red Cross, Municipal Administrations	Staff Time	General Fund, American Red Cross	Ongoing – Review Annually	Carry Forward	The County is currently investigating the need and location for a Special Medical Needs Shelter, and potentially a new EOC. Refer to updated strategy P19 and the top priority.
P12	Pitt County Emergency Management, in conjunction with annual EOP updates, will determine if access to all critical facilities is readily available in the event of a flooding event. Careful consideration should be given to localized flooding issues that may restrict access along limited access thoroughfares. Where access issues are identified, Pitt County will establish a plan for alternative transportation.	Pitt County, Ayden, Bethel, Falkland, Farmville, Fountain, Greenville, Grifton, Grimesland, Simpson, Winterville	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms	High	3.2	ES	Pitt County Emergency Management, American Red Cross, Municipal Administrations	Staff Time	General Fund, American Red Cross	Ongoing – Review Annually	Carry Forward	The County is continuing to research funding opportunities and logistics needed for a Special Medical Needs Shelter.

Action #	Description	Applicable Jurisdictions	Hazards Addressed	Priority	Goal & Objective	Category	Lead/Participating Agencies	Estimated Cost	Potential Funding Sources	Implementation Schedule	2025 Status	2025 Status Comments/Explanation
P13	Continue to maintain the County's Continuity of Operations Plan (COOP). This effort will include an annual update addressing risk management, service retention, alternative staffing procedures and recovery checklist for each County department.	Pitt County, Ayden, Bethel, Falkland, Farmville, Fountain, Greenville, Grifton, Grimesland, Simpson, Winterville	All Hazards	High	2.2	ES	Pitt County Emergency Management, Municipal Administrations	Staff Time	General Fund, NCDPS	Ongoing – Review annually	Carry Forward	The County COOP is reviewed annually by each department and updated by Pitt County Emergency Management.
P14	Pitt County Emergency Management will review and update the County Emergency Operations Plan on an annual basis. This update will involve coordination with all municipalities to ensure that all emergency contacts are accurate.	Pitt County, Ayden, Bethel, Falkland, Farmville, Fountain, Greenville, Grifton, Grimesland, Simpson, Winterville	All Hazards	High	2.2	ES	Pitt County Emergency Management, Municipal Administrations	Staff Time	General Fund, NCDPS	Ongoing – Review annually	Carry Forward	The County EOP is reviewed annually and utilized during the County's annual tabletop exercise whereby EOP and COOP effectiveness are evaluated. The results of this effort are outlined in a detailed after-action report.
P15	Pitt County in coordination with all municipalities, will maintain the County's Special Medical Needs Registry (SMNR). The SMNR is available to all County residents. Effective participation will require close cooperation between County EM and local government staff members. All jurisdictions will work to advertise the availability of this service within their respective communities.	Pitt County, Ayden, Bethel, Falkland, Farmville, Fountain, Greenville, Grifton, Grimesland, Simpson, Winterville	All Hazards	High	4.2	PIO	Pitt County Social Services, Pitt County Emergency Management, Municipal Administrations	Staff Time	General Fund, NCDPS	Ongoing – over next five years	Carry forward	Pitt County Emergency Management maintains the Special Medical Needs Registry and it is utilized by Social Services.
P16	Continue to maintain the County's Local Emergency Planning Committee (LEPC) focused on monitoring the presence and proliferation of hazard materials throughout the County. The LEPC and County staff will continue to utilize E-Plan to monitor these materials. Pitt County will support efforts of the State of NC to develop an alternative to the Federal E-Plan system.	Pitt County	All Hazards	High	3.2	ES	Pitt County LEPC	Staff Time	General Fund	Ongoing – over next five years	Carry forward	The LEPC meets quarterly and monitors hazardous materials in Pitt County.

Action #	Description	Applicable Jurisdictions	Hazards Addressed	Priority	Goal & Objective	Category	Lead/Participating Agencies	Estimated Cost	Potential Funding Sources	Implementation Schedule	2025 Status	2025 Status Comments/Explanation
P17	Continue to maintain a library of materials focused on educating citizens, builders, realtors and developers about the dangers associated with floodplain development. This information will also provide material outlining sound techniques for floodplain development and floodproofing of existing structures. The County will also maintain staff educated on these issues to work with prospective builders.	Pitt County, Ayden, Bethel, Falkland, Farmville, Fountain, Greenville, Grifton, Grimesland, Simpson, Winterville	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms	High	4.2	PIO	Pitt County Planning Department, Municipal Administrations	Staff Time	General Fund, NCDPS	Ongoing – over next five years	Carry Forward	Pitt County continues to provide this information to interested parties and employs a certified floodplain manager to assist citizens with construction in the SFHA. Staff also administers and enforces the erosion control, stormwater, and riparian buffer ordinances to minimize development within high-hazard areas.
P18	Continue to work closely with real estate agents to ensure that prospective buyers are educated about development within a flood hazard area. The County will prepare materials for dissemination to local real estate agents to assist in this education process.	Pitt County, Ayden, Bethel, Falkland, Farmville, Fountain, Greenville, Grifton, Grimesland, Simpson, Winterville	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms	High	4.2	PIO	Pitt County Planning Department, Municipal Administrations	Staff Time	General Fund, NCDPS	Ongoing – over next five years	Carry Forward	Pitt County regularly supplies floodplain certifications and other SFHA information to real estate agents.
P19	Utilize recently upgraded storm surge inundation data provided through NCEM. This data will be utilized when making changes to land use policy and regulatory documents. This data will also be utilized as a component of the NCDPS “Know Your Zone” program.	Pitt County, Ayden, Bethel, Falkland, Farmville, Fountain, Greenville, Grifton, Grimesland, Simpson, Winterville	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms	Medium	4.2	P, PIO	Pitt County Emergency Management, Municipal Administrations	Staff Time	General Fund	2 to 3 years	Carry Forward	The new Land Use Plan integrates this data into the plan and is used to help determine unsuitable areas for development. Once the new flood maps from FEMA are announced showing the tidal flood areas, Staff will update the flood damage prevention ordinance accordingly.
P20	Work closely with the American Red Cross, NCDPS, and local care homes to identify a location for and ultimately establish a special medical needs shelter for County residents.	Pitt County, Ayden, Bethel, Falkland, Farmville, Fountain, Greenville, Grifton, Grimesland, Simpson, Winterville	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms, Earthquake	Low	4.2	ES	Pitt County Board of Commissioners, Municipal Administrations	\$6 to \$7 million dollars	General Fund, NCDPS, FEMA	3 to 5 years	Carry Forward	Staff have applied for BRIC funding twice for this project but were not selected during the process. Staff recognizes the need for this project and are continuing to explore funding options and opportunities for the project as they arise.

Action #	Description	Applicable Jurisdictions	Hazards Addressed	Priority	Goal & Objective	Category	Lead/Participating Agencies	Estimated Cost	Potential Funding Sources	Implementation Schedule	2025 Status	2025 Status Comments/Explanation
P21	Work to proactively implement the recommendations of the Hurricane Matthew Resilient Redevelopment Plan developed in coordination with the NCDPS.	Pitt County, Ayden, Bethel, Falkland, Farmville, Fountain, Greenville, Grifton, Grimesland, Simpson, Winterville	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms, Earthquake	Low	1.3	SP	Pitt County Board of Commissioners, Municipal Administrations	To be determined	General Fund, NCDPS, FEMA, NCDEQ	3 to 5 years	Carry Forward	<ul style="list-style-type: none">HMRRP Infrastructure Action 1 has been completed, as a new lift station across from Ayden-Grifton High School was completed outside of the floodplain.HMRRP Infrastructure Action 13 is near completion, as a gym is under construction at the District Park, and a second gym is under construction at the Office Complex.HMRRP Infrastructure Action 15 continues to be implemented as funding is available, and waterways continue to be cleaned yearly.HMRRP Infrastructure Action 16 is complete, as GUC has completed their new Operations Center.
P22	Create a Mid-East Regional Mobility Infrastructure Resilience Plan, which will inventory all infrastructure assets, categorize the assets by type and risk level, and provide options to increase resilience.	Pitt County, Ayden, Bethel, Falkland, Farmville, Fountain, Greenville, Grifton, Grimesland, Simpson, Winterville	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms, Earthquake	Medium	2.1	P	Mid-East Commission, Pitt County Planning Department	Staff Time	Grant Funding	1-3 years	New	The Mid-East Commission and Pitt County are currently exploring and applying for funding for this project and aim to have it completed by the next plan update.
P23	Using the new advisory flood maps provided by North Carolina Emergency Management, inform members of the general public of potential flood hazards on their property, especially those properties that are not included on FEMA flood Maps.	Pitt County, Ayden, Bethel, Falkland, Farmville, Fountain, Greenville, Grifton, Grimesland, Simpson, Winterville	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms	Medium	1.3	PIO	Pitt County Planning Department	Staff Time	General Fund	Ongoing - Review Annually	New	Staff will use these maps for advisory purposes, until the changes are adopted by FEMA in future rounds of mapping.

Action #	Description	Applicable Jurisdictions	Hazards Addressed	Priority	Goal & Objective	Category	Lead/Participating Agencies	Estimated Cost	Potential Funding Sources	Implementation Schedule	2025 Status	2025 Status Comments/Explanation
P24	Repair the Lake Glenwood Dam, and monitor other high-hazard dams within the County	Pitt County, Greenville	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms	High	2.3	SP	Pitt County Board of Commissioners, Pitt County Planning Department	Staff Time	General Fund; Grant Funding	1-3 years	New	Pitt County acquired the high-hazard dam at Lake Glenwood in 2023 and are actively working on reconstruction plans for the dam. Staff are also searching for the funding to repair the dam and bring it into compliance.
P25	Maintain the County's Water Supply/Watershed plan to guide infrastructure and improvement projects.	Pitt County, Ayden, Bethel, Falkland, Farmville, Fountain, Greenville, Grifton, Grimesland, Simpson, Winterville	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms	Medium	1.3	P	Pitt County Planning Department	Staff Time	General Fund	Ongoing – Review Annually	New	Staff will continue to reference the Water Supply/Watershed Plan to ensure development will not impact the water quality of the public's drinking water.
P26	Explore the logistics required to launch a neighborhood cooling center program to areas that are most vulnerable. Establish nighttime cooling centers through partnerships with faith-based organizations.	Pitt County, Ayden, Bethel, Falkland, Farmville, Fountain, Greenville, Grifton, Grimesland, Simpson, Winterville	Excessive Heat	Medium	1.3	ES	Pitt County Planning Department	Staff Time	General Fund; Grant Funding	2-3 Years	New	Staff will explore how to feasibly create this program and locate funding sources.
P27	Create or Update Community Wildfire Protection Plans in each fire district.	Pitt County, Ayden, Bethel, Falkland, Farmville, Fountain, Greenville, Grifton, Grimesland, Simpson, Winterville	Wildfire	Med	4.1	P	County Emergency Management, Fire Departments, NC Forest Service	To Be Determined	Grant Funds	5 years	New	
P28	Continue to proactively seek out funding through NCEM, FEMA, and other sources to facilitate implementation of the Flood Mitigation Alternatives and Water Quality Recommendations of the most recent adopted City of Greenville Watershed Master Plans.	Greenville	Flooding, Hurricane & Tropical Storm, Dam Failure, Tornadoes & Thunderstorms	High	1.1, 1.3, 2.1, 2.3	P, PP, NRP, SP	City of Greenville	To Be Determined	General Fund, Grant Funds, Stormwater Utility	Ongoing as opportunities arise	New	The City of Greenville will continue to work towards implementation of capital improvements identified in the Watershed Master Plans. This include proactively seeking grant funding for these projects.



City of Greenville, North Carolina

Meeting Date: 09/08/2025

<u>Title of Item:</u>	Resolution Approving an Interlocal Agreement with Pitt County for Animal Shelter Services
<u>Explanation:</u>	<p>The Greenville Police Department (GPD) is requesting to renew an interlocal agreement with Pitt County Animal Services for animal shelter services and to lease a certain portion of the animal shelter property to better facilitate animal service operations, care, and adoptions. A copy of the proposed Animal Shelter Services Agreement is attached and outlines the responsibilities and expectations of each party.</p> <p>Renewing this interlocal agreement with Pitt County Animal Services will consolidate all animals for Greenville/Pitt County into one facility and allow for easier public access for viewing and adoptions. The Pitt County Animal Shelter is a newly renovated, modern facility, focused on animal health. Additionally, data collection will be shared, streamlined, and accessible.</p> <p>The purpose of the Agreement is for the County to provide and operate, on behalf of the City, complete animal shelter services for all animals seized, taken up for impound, or that are running at large or stray, or have been lost, surrendered, abandoned, uncared-for, or otherwise obtained or recovered within the City by the City pursuant to North Carolina General Statutes and/or City Code. The Agreement provides for the City's use of 10 large dog pens, 10 small cat pens, and an additional \$100 payment for pens over that amount if space is available and needed.</p>
<u>Fiscal Note:</u>	<p>The monthly costs in the proposed agreement with Pitt County Animal Services are \$4,000 per month (\$48,000 per year). The initial term of this agreement is 12 months, with the possibility to renew for subsequent one-year terms. This agreement will stabilize the expense for sheltering animals and centralize county-wide animal shelter services, while at the same time providing an approachable environment for citizens to view, locate, and/or adopt animals.</p> <p>In addition, potential overtime costs for GPD Animal Protective Services staff will be reduced as staff at the Pitt County Animal Shelter will assist with care of the animals on the weekends.</p>
<u>Recommendation:</u>	Approve the resolution authorizing the interlocal agreement with Pitt County for Animal Shelter Services.

ATTACHMENTS

- ☐ [COG-#1206917-v1-Resolution--COG-Pitt_Co_--Animal_Shelter_Services_Agreement_2025-2026.docx](#)
- ☐ [Signed Pitt County COG Animal Services Contract and PC BOCC Resolution.pdf](#)

RESOLUTION NO. _____

RESOLUTION OF THE GREENVILLE CITY COUNCIL TO AUTHORIZE AND APPROVE
AN INTERLOCAL AGREEMENT WITH THE COUNTY OF PITT ENTITLED:
ANIMAL SHELTER SERVICES AGREEMENT 2025-2026

WHEREAS, Chapter 160A, Article 20, Part 1 of the North Carolina General Statutes authorizes the City of Greenville (the “City”) and the County of Pitt (the “County”) to enter into contracts or agreements with each other in order to execute any undertaking including any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government; and

WHEREAS, the City and the County desire to enter into that certain Animal Shelter Services Agreement 2025-2026 so as to facilitate a partnership between the City and County to provide a proper, controlled, managed, and maintained centralized animal shelter, which will facilitate better county-wide animal service operations, care, and adoptions; and

WHEREAS, a copy of said Animal Shelter Services Agreement 2025-2026 is incorporated by reference herein as if fully set forth herein; and

WHEREAS, N.C.G.S. § 160A-461 provides that an interlocal agreement shall be ratified by resolution of the governing body of each unit spread upon its minutes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the herein referenced Animal Shelter Services Agreement 2025-2026 by and between the City of Greenville and the County of Pitt be and is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute the same on behalf of the City.

ADOPTED this the _____ day of _____, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1201516

**NORTH CAROLINA
PITT COUNTY**

**ANIMAL SHELTER SERVICES AGREEMENT
2025-2026**

This Animal Shelter Services Agreement, which is an interlocal agreement in accordance with Chapter 160A, Article 20, Part 1 of the North Carolina General Statutes ("Agreement"), is, pursuant to N.C.G.S. § 160A-461, made and entered into on August 18, 2025, but with a starting and effective date of September 1, 2025 ("Effective Date"), by and between the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina, which includes its police department, the Greenville Police Department ("GPD") and GPD's Division of Animal Protective Services, commonly known as the Animal Protective Services Unit ("APSU") (collectively the "City") and the County of Pitt, a body politic and corporate, which includes Pitt County Animal Services ("PCAS") and the Pitt County Animal Shelter (collectively the "County")(individually "Party" and collectively the "Parties") for services hereinafter described.

WITNESSETH

WHEREAS, GPD APSU provides a full range of high-quality animal protective services as authorized by statute, case law, and the common law of the State of North Carolina within the corporate limits of the City;

WHEREAS, PCAS provides a full range of high-quality animal protective services as authorized by statute, case law, and the common law of the State of North Carolina within Pitt County and outside the corporate limits of the City;

WHEREAS, the Parties have a close working relationship and commitment to providing quality animal services, which both desire to maintain;

WHEREAS, the County owns and controls real property and an existing animal shelter;

WHEREAS, this Agreement is designed to allow the City to contract with the County for animal shelter services for the purposes of and to better facilitate the providing of a proper, controlled, managed, and maintained centralized animal shelter, which will facilitate better county-wide animal service operations, care, and adoptions;

WHEREAS, the performance of the Agreement will enable each Party to enhance its capabilities, response effectiveness, and efficiency, and provide streamlined and shared animal services to the citizens of the City and Pitt County;

WHEREAS, the Parties have agreed that a joint undertaking shall be subject to the provisions, terms, and conditions as herein stated and desire to coordinate and cooperate in the performance of the services and obligations identified in the Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the Parties acknowledge their understanding of their responsibilities under the Agreement and furthermore agree as follows:

1. **Purpose.** The purpose of this Agreement is for the County to provide and operate, on behalf of the City, complete animal shelter services for all animals seized, taken up for impound, or that are running at large or stray, or have been lost, surrendered, abandoned, uncared-for, or otherwise obtained or recovered within the City by the City pursuant to North Carolina General Statutes and/or City Code. This agreement is based on 10 large dog pens, 10 small cat pens, and an additional \$100.00 payment for pens over that amount if space is available.

2. **Duties of the Parties.** The Parties agree to perform those duties as set forth herein, including **Exhibit A** which is attached hereto and incorporated herein by reference.

3. **Fee Schedule and Maximum Sum.** Payment by the City shall be made to the County as stated herein and according to **Exhibit A**. This agreement is based on 10 large dog pens, 10 small cat pens, and an additional \$100.00 payment for pens over that amount if space is available. There is no minimum quantity of services between the Parties during the term of this Agreement.

4. **Fiscal Matters/Monthly Payment for Scope of Services.** Any and all payments and fiscal responsibilities performed under this Agreement shall be made in accordance with the terms and conditions set forth in **Exhibit A**. During the term of the Agreement and for services performed entered into herein pursuant to this Agreement, the base cost for payment by the City to the County for use of 10 large dog pens and 10 small cat pens is \$4,000.00 monthly. Unless there is a termination of this Agreement by the City for default by the County or unavailability of public funds pursuant to paragraph 13 herein, payment by the City shall be made to the County as required by this Agreement.

5. **Indemnification and Hold Harmless.** The Parties further agree that:

A. To the fullest extent permitted by law, the County shall indemnify and hold harmless the City, its officials and officers (elected and non-elected), employees, agents, representatives, and consultants against any liability arising out of or in connection with any of the operations or obligations of the County, including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity from any and all claims, demands, damages, losses, lawsuits, and other proceedings, judgments, causes of action, liabilities, civil penalties, charges, costs, and expenses, including without limitation attorneys' fees, which are attributable to bodily or personal injury, sickness, disease, or death, or to injury to or destruction of tangible property, caused by acts or omissions of the County or anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section.

B. Likewise, to the fullest extent permitted by law, the City shall indemnify and hold harmless the County, its employees, agents, representatives, and consultants against any liability arising out of or in connection with any of the operations or obligations of the City, including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity from any and all claims, demands, damages, losses, lawsuits, and other proceedings, judgments, causes of action, liabilities, civil penalties, charges, costs, and expenses, including without limitation attorneys' fees, which are attributable to bodily or personal injury, sickness, disease, or death, or to injury to or destruction of tangible property, caused by acts or omissions of the City or anyone directly or indirectly employed by the City or anyone for whose acts the City may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such 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 section.

6. **Insurance Provisions.** The Parties certify by the execution of this Agreement that they possess commercial general liability insurance with a \$1,000,000.00 limit per occurrence and \$2,000,000.00 general aggregate. The City further agrees to procure and maintain during the life of this agreement workers' compensation insurance as required by North Carolina law for all City employees working on County property.

7. **Non-Discrimination.** The County shall administer all functions and services without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity, or gender expression.

8. **Federal, State, and Local Legal Compliance.** The County must be in full compliance with all federal, state, and local laws and regulations relating to the performance of this Agreement including, but not limited to all state laws, administrative code provisions, and City ordinances regarding animal welfare, as applicable. The County shall at all times possess and maintain approval rating with the North Carolina Department of Agriculture and Consumer Services, Animal Health Division (Veterinary Division), Animal Welfare Section ("AWS"). In accordance with N.C.G.S. § 19A-26, the County shall at all times maintain a current and valid certificate of registration granted and issued by the Director of AWS. If otherwise engaged in any business regarding animals regulated by federal and/or state law, the County shall at all times possess and maintain current and valid licenses and permits as applicable to said business.

9. **Amendment.** This Agreement, or any portion thereof, may be amended in writing by mutual agreement of the Parties by and through the City Manager, on behalf of the City, and the County Manager, on behalf of the County.

10. **Severability.** The Parties intend and agree that if any provision of this Agreement or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

11. **Assignment.** This Agreement shall not be assigned without the prior written consent of the Parties.

12. **Entire Agreement.** This Agreement, including all Exhibits hereto, contains all the terms and conditions agreed upon by the Parties. No promises, agreements, conditions, inducements, warranties, considerations, understandings, or interpretations, written or oral, expressed or implied, between the Parties, other than as set forth or referenced in this Agreement shall be deemed to exist or to bind either Party hereto. All prior agreements, understandings, and discussions are hereby superseded by this Agreement.

13. **Non-appropriation Clause.** The County acknowledges that the City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of City's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the City 30 days after written notice to the County of the unavailability and non-appropriation of public funds.

14. **Waiver of Contractual Right.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. **Termination.** Either party may terminate this Agreement by providing 120 days' written notice to the other Party of such desire to terminate this Agreement. The City will reimburse the County proportionally for the services performed to the date of termination. In the event such termination is for default, the Parties shall enjoy the remedies in this Agreement or by law to address the default.

16. **Initial Term and Renewal Terms.** This Agreement will be for an initial term beginning on the Effective Date as defined above and ending on June 30, 2026 ("Initial Term"). The Parties shall meet during the term of this Agreement to review performance and modify any terms or pricing agreed upon between the Parties. Upon the expiration of the Initial Term, this Agreement may be renewed for subsequent one-year terms beginning on July 1 or otherwise as agreed upon in writing between the Parties.

17. **Notices.** All notices regarding the Parties and this Agreement are set forth in **Exhibit A.**

18. **Iran Divestment Act Certification.** The Parties hereby certify that they are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58. The Parties shall not utilize in the performance of the Agreement any subcontractor or subconsultant that is identified on the Iran Final Divestment List.

19. **E-Verify Compliance.** The Parties shall comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. Further, if a Party utilizes a subcontractor, that Party shall require the subcontractor to comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. The Parties represent that their consultants and subcontractors are in compliance with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes.

20. **Governing Law and Venue.** This Agreement is deemed to be made in Pitt County, North Carolina 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. North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Pitt County, North Carolina. Such actions shall neither be commenced in nor removed to federal court. This subsection shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. By execution of this Agreement, the Parties submit to the jurisdiction of such herein stated courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any said court sitting in Pitt County, North Carolina.

21. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

22. **Signatures.** As it is applicable to this Agreement, the Parties agree to and adopt the terms and conditions of the Uniform Electronic Transactions Act (the "Act"), as adopted in North Carolina General Statutes Chapter 66, including but not limited to the provisions governing electronic signatures. As such, this Agreement is "signed" if it includes a digital signature, symbol, and/or action that is adopted or performed by either Party or Party's Electronic Agent (as defined in the Act) with the present intent to authenticate or manifest assent to the Agreement.

23. **City Manager's Authority.** To the extent, if any, the City has the power to suspend or terminate this contract or the County's services under this Agreement, that power may be exercised by the City Manager or his or her designee.

IN WITNESS WHEREOF, the Parties have affixed their hands and seals to this Agreement the day and year first set forth above, and the individuals who execute this Agreement personally represent and warrant that they have full authority to execute this Agreement on behalf of the respective Parties.

[The Signature Pages Appear After Exhibit A]

[Exhibit A Begins on Next Page; The Remainder of this Page Left Blank Intentionally]

Exhibit A

I. SCOPE OF SERVICES.

The Pitt County Animal Shelter shall in accordance with applicable law, including but not limited to Chapter 19A of the North Carolina General Statutes, accept animals from GPD APSU, and/or the City, as requested by GPD APSU, and/or the City, that have been seized, taken up for impound, or that are running at large or stray, or have been lost, surrendered, abandoned, uncared-for, or otherwise obtained or recovered within the City by the City pursuant to North Carolina General Statutes and/or City Code. Upon acceptance of an animal from the City pursuant to this Agreement, the County shall be responsible for the care, medication, veterinary care, and welfare of each dog and cat during the period of holding consistent with the conditions herein stated.

II. COSTS AND PAYMENT.

A. Monthly Cost and Payment. The base cost for services expended by the City for payment to the County for the services performed pursuant to this Agreement, is \$4,000.00 monthly for 10 large dog pens and 10 small cat pens. If the City requests additional pens, then additional pens may be provided, but only if the County determines that the County has additional available pens to provide to the City, and subject to the City being charged an additional fee of \$100.00 per animal in each additional pen. If additional pens are provided to the City, then the additional fee of \$100.00 per animal in each additional pen will be included in the invoice for the applicable month.

B. Payment shall be made by the City to the County as follows:

1. The County will invoice the City once per calendar month and by the tenth day of each calendar month, using an invoice that has been approved by the Parties. The monthly invoice will be sent by the County to the City via email to the designated City staff as agreed upon by the Parties.
2. Payment to the County will be made by the City within 30 days after receipt by the City of the County's monthly invoice. Failure of the City to make payment to the County within 30 days after receipt of a monthly invoice shall result in a \$200.00 late payment penalty assessed to the City and payable to the County. In no event shall the late payment penalty exceed \$200.00 for any one invoice.

C. Reimbursements. The County shall only be entitled to reimbursement of "Cost of Care" (Bond Petitions) where no restitution was recouped for APSU cases.

D. Other Expenses. The County shall be responsible for all costs of care, including but not limited to nutrition, hydration, medication, routine veterinary care, and overall animal welfare of the animals accepted and held pursuant to this Agreement. To the extent required, the City shall be responsible for extraordinary medical expenses as approved by the GPD APSU

Supervisor. By way of illustration the Parties intend routine veterinary care to include standard vaccinations such as rabies and parvo, and standard medications. By way of illustration the Parties intend extraordinary medical expenses to include surgeries, but not including neutering or spaying surgeries, and including other specialized long-term care and medications. The County shall be responsible for the cost and administration of all appropriate vaccinations at or about the time of intake and shall also be responsible for the administration of all prescribed medications as well as documentation for same consistent with the County's policies and procedures and applicable State law. The City shall not be responsible for any medical expenses, which are the result of the negligence of the County or for any communicable disease outbreaks occurring at the Pitt County Animal Shelter.

III. ADDITIONAL CONDITIONS OF AGREEMENT.

A. Inspections and Certifications. The County agrees to maintain current inspections of the premises, including but not limited to certifications and permits as required and issued by AWS and all other regulating and controlling agencies or entities. In the event that AWS conducts an inspection of the County's facilities and the facilities are found in violation or otherwise deficient under the rules and regulations prescribed by the North Carolina Department of Agriculture and Consumer Services and such violations or deficiencies cause the County's health certification to be withdrawn or the County's housing authorization to be withdrawn, then this Agreement may be suspended or terminated as provided by this Agreement without penalty or cost to either Party.

B. Designated Kennels for City Use. In addition to other services as may be required by this Agreement, the County agrees to specifically designate 10 large dog pens and 10 small cat pens for use by the City and available as needed by the City whenever requested by the City. Prior to arrival APSU will contact PCAS intake for availability.

C. City Access to Pitt County Animal Shelter Facility. The County shall provide to all members of the GPD APSU, and other members of GPD as designated by the County, access to the Pitt County Animal Shelter facility via physical keys or proximity cards providing access 24 hours a day, seven days a week. . The APSU shall have access to and use of all authorized areas, including the intake area, stray hold area, and parking areas of the Pitt County Animal Shelter facility.

D. City to Abide by County's Policies and Procedures; Creation of Manual. The City agrees to abide by the policies and procedures set forth by the County while on the premises of the Pitt County Animal Shelter. A Pitt County policy book may be provided to all members of APSU upon request.

E. Mutual Access to Electronic Animal Databases. To better serve the public and assist the Parties, the County agrees to provide each member of the GPD APSU access to the County's electronic animal database for the limited purpose of logging animals placed in custody of the County by the City. The City further agrees to provide the County access to the City's electronic animal database to each member of the Pitt County Animal Shelter facility.

F. Certain Fees to be Retained by County. The City agrees that the County may set a fee schedule for services rendered to the public including but not limited to reclaims of animals, adoptions of animals, and routine medical treatment provided to animals. The County shall be entitled to all monies derived from the fees charged to the public for these services.

G. Freezer. The City agrees to provide the County with a chest freezer purchased by the City. This freezer shall be utilized mutually by the Parties at the Pitt County Animal Shelter to carry out the requirements of this Agreement. Should the freezer need replacement or if additional freezers are needed, it shall be the duty of the County to provide a replacement freezer or additional freezers at County's expense.

H. Rabies Clinic. The City agrees to provide sufficient staff to assist the County in offering two rabies clinics to the public per calendar year. The times and location of these two clinics will be mutually agreed upon by City staff and County staff. It is agreed that the County will keep all fees collected during these two rabies clinics.

I. Bond Petitions. The City agrees and designates the County as its "animal shelter" and "operator of the animal shelter" as those terms are used in N.C.G.S. § 19A-70. The City agrees the County is authorized to file, pursue, and settle bond petitions under N.C.G.S. § 19A-70 in the sole discretion of the County, and that the County is entitled to keep any fees or costs awarded in any such action.

J. Euthanasia Certifications. The County agrees to contract with the City as required by the North Carolina Department of Agriculture to be the City's Animal Shelter so as members of GPD APSU can retain Certified Euthanasia Technician (CET) status and abilities. The City shall be responsible for certifying its staff in accordance with state law. The City shall also be responsible for maintaining a separate euthanasia manual as required by State Law and for purchase and logging of any controlled substances utilized for euthanasia of animals.

IV. NOTICES.

All written, telephonic, faxed, or emailed notices required under this Agreement shall be made to the following:

For the County:

Tiffany Peterson
Director
Pitt County Animal Services
4550 County Home Road
Greenville, North Carolina 27858
Telephone: (252) 902-1729
Fax: (252) 902-1875
Email: tiffany.peterson@pittcountync.gov

With a Copy To (does not constitute notice):

Madison Sides Starnes
Assistant County Attorney
The County of Pitt, North Carolina
Pitt County Office Building
1717 West 5th Street
Greenville, North Carolina 27834
Telephone: (252) 902-3100
Fax: (252) 902-1872
Email: madison.starnes@pittcountync.gov

For the City:

Richard A. Tyndall
Chief of Police
City of Greenville
Greenville Police Department
Post Office Box 7207
Greenville, North Carolina 27835-7207
Telephone: (252) 329-4333
Fax: (252) 329-4792
Email: rtyndall@greenvillenc.gov

Douglas E. White, Jr.
Animal Protective Services Supervisor
Greenville Police Department
Post Office Box 7207
Greenville, North Carolina 27835-7207
Telephone: (252) 329-4388
Email: dwhite@greenvillenc.gov

With a Copy To (does not constitute notice):

Emanuel D. McGirt
City Attorney
City of Greenville
City Attorney's Office
Post Office Box 7207
Greenville, North Carolina 27835-7207
Telephone: (252) 329-4425
Fax: (252) 329-4626
Email: emcgirt@greenvillenc.gov

[The Remainder of this Page Left Blank Intentionally]

[The Signature Pages Follow]

CITY OF GREENVILLE

CITY OF GREENVILLE

By: _____
Name: P. J. Connelly
Title: Mayor

By: _____
Name: Michael W. Cowin
Title: City Manager

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

CITY OF GREENVILLE: PRE-AUDIT CERTIFICATION:

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

Jacob Joyner, Director of Financial Services

Date: _____

Account Number _____

Project Code (if applicable) _____

[Signatures Continue on Next Page]

**PITT COUNTY
BOARD OF COMMISSIONERS**

COUNTY OF PITT

By: _____

Name: Benji Holloman

Title: Chairman

By: _____

Name: Janis E. Gallagher

Title: County Manager

APPROVED AS TO FORM:

BY: _____

R. Matthew Gibson, County Attorney

The undersigned certifies that this instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____

Name: _____

Title: _____

Date: _____

[End of Document]

**PITT COUNTY RESOLUTION
AUTHORIZING AN INTERLOCAL AGREEMENT
WITH THE CITY OF GREENVILLE ENTITLED
ANIMAL SHELTER SERVICES AGREEMENT 2025-2026**

WHEREAS, Pitt County has the power, pursuant to North Carolina General Statutes §153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to enter into contracts or agreements with any one or more other units of local government in this State to execute any undertaking; and

WHEREAS, the County of Pitt and the City of Greenville agree to enter into that certain Animal Shelter Services Agreement 2025-2026 so as to facilitate a partnership between the County and City to provide a proper, controlled, managed, and maintained centralized animal shelter, which will facilitate better county-wide animal service operations, care, and adoptions; and

WHEREAS, Pitt County Board of County Commissioners must ratify by resolution any contract or agreement entered into pursuant to North Carolina General Statute §160A-461;

NOW, THEREFORE BE IT RESOLVED, by the Pitt County Board of Commissioners that the herein referenced Animal Shelter Services Agreement 2025-2026 by and between the County of Pitt and the City of Greenville be and is hereby approved and that the Chair and County Manager are authorized to execute the same.

Approved this the 19th day of August, 2025.



Benji Holloman, Chairman
Pitt County Board of Commissioners

ATTEST:


Clerk





City of Greenville, North Carolina

Meeting Date: 09/08/2025

<u>Title of Item:</u>	Resolution Authorizing an Interlocal Agreement with Pitt County for Compactor Collection from Various Apartment Complexes Within the City of Greenville
<u>Explanation:</u>	<p>The Public Works Department is requesting to enter an interlocal agreement with Pitt County for the Pitt County Transfer Station to haul the roll-off compactor boxes from various apartment complexes in the City of Greenville to the Pitt County Transfer Station once per week. In addition to the weekly services, the City of Greenville may request additional roll-off service if needed.</p> <p>Attached is a resolution authorizing an interlocal agreement with Pitt County for these services, along with a copy of the interlocal agreement. The Pitt County Board of Commissioners approved a resolution authorizing this agreement on July 21, 2025.</p>
<u>Fiscal Note:</u>	The City of Greenville will pay the Pitt County Transfer Station \$150 per haul for each compactor box taken to the Transfer Station, for an annual amount of \$140,400.
<u>Recommendation:</u>	Approve the resolution authorizing the Interlocal Agreement with Pitt County relating to hauling the compactor boxes to the Transfer Station.

ATTACHMENTS

- ☐ [COG-Pitt County Roll-Off Interlocal Agreement Resolution.DOCX](#)
- ☐ [COG Compactor Agreement 7-1-25.pdf](#)

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF GREENVILLE AUTHORIZING AN INTERLOCAL
AGREEMENT WITH PITT COUNTY FOR ROLL-OFF SERVICE TO HAUL COMPACTOR
BOXES FROM CERTAIN APARTMENT COMPLEXES

WHEREAS, the City of Greenville has the power pursuant to North Carolina General Statute §160A-312 to operate and contract for the operation of solid waste collection and disposal facilities; and

WHEREAS, the City of Greenville has the power pursuant to North Carolina General Statute §160A-461 to enter into contracts or agreements with any one or more other units of local government in this State to execute any undertaking; and

WHEREAS, the City of Greenville and Pitt County agree to allow Pitt County to haul roll-off compactor boxes from certain apartment complexes; and

WHEREAS, North Carolina General Statute § 160A-461 provides that any interlocal agreement shall be of reasonable duration and ratified by resolution of the governing body of each unit, spread upon its minutes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the Interlocal Agreement by and between the City of Greenville and Pitt County is hereby ratified, said Agreement relating to Pitt County being allowed to haul roll-off compactor boxes from certain apartment complexes.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the City Manager is hereby authorized to negotiate and/or execute any documents necessary for carrying out the purpose of this Agreement.

Adopted this the 8th day of September, 2025.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

This Agreement is made, this the 1st day of July, 2025, by and between Pitt County (hereinafter referred to as "County", a body politic and corporate and the City of Greenville (hereinafter referred to as "City", a municipal corporation organized under the laws of the State of North Carolina;

WITNESSETH:

WHEREAS, North Carolina General Statute 153A-275 authorize the County to operate and contract for the operation of solid waste collection and disposal facilities and North Carolina General Statute 160A-312 authorizes the City to operate and contract for the operation of solid waste collection and disposal facilities; and

WHEREAS, Pitt County has the power, pursuant to North Carolina General Statutes §153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to enter into contracts or agreements with any one or more other units of local government in this State to execute any undertaking; and

NOW, THEREFORE, for and in consideration of the promises and mutual covenants of the parties as set forth herein, the City and the County agree as follows:

1. Purpose. The purpose of this Agreement is to provide roll-off service to the apartment complex listed in Exhibit 1.
2. Roll Off Hauling Services The County will haul the roll-off compactor box from the apartment complex Listed in Exhibit 1 to the Pitt County Transfer station once a week. In addition to weekly services, the City may request additional roll-off service if needed.
3. Term. This Agreement shall be effective on the 1st day of July, 2025 and continue in effect for three (3) years. The Agreement can be extended for additional three (3) years upon mutual agreement from both the City and County. At least two (2) months prior to the end of the contract, the City and County will meet and discuss extending the contract and any fee adjustments.
4. Payment The City will pay the County one hundred and fifty dollars (\$150.00) per haul for each compactor box hauled to the Pitt County Transfer Station. By the 5th of each month, the County will bill the City for the hauls from the previous month. A landfill ticket will be generated for each haul and a copy will be sent to the City with the invoice. There will be no tipping fee as this material is residential waste.

5. Termination. This Agreement may be terminated at any time by either party by providing the other party written notice of its intent to terminate with a stated effective date of termination at least thirty (30) days in advance of the effective termination date.
6. Notices. All notices required to be given under this Agreement shall be in writing and shall be deemed sufficiently given either upon delivery, when delivered personally to the notice address of the party, or when deposited in the mail, first-class postage prepaid, and addressed to the respective parties as follows:

County:
Director of Solid Waste and Recycling
Pitt County
1717 W. Fifth Street
Greenville, NC 27834

City:
Operations Manager, Public Works Department
City of Greenville
200 West Fifth Street
Greenville, NC 27834

9. Agreements. This Agreement may be amended in writing at any time by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate originals, as of the day and year first above written, all pursuant to authority duly given.

PITT COUNTY

Attest:

Kimberly W. Dines
Clerk to Board of Commissioners

By:

[Signature]
County Manager

CITY OF GREENVILLE

Attest

City Clerk

By:

City Manager

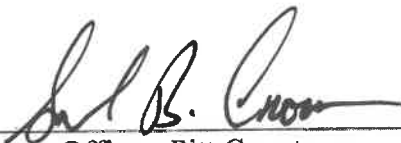
Pre-Audit Certificate:

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


Name: _____
Director of Financial Services, City of Greenville

Pre-Audit Certificate:

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

Name:  _____
Finance Officer, Pitt County

Approved as to form:

 _____
County Attorney

Approved as to form:

City Attorney

EXHIBIT 1

The Madison Apartments
2221 Hyde Drive
Greenville, NC 27858

Legacy at Firetower Apartments
611 Legacy Ct.
Winterville, NC 28590

Jolly Roger
1307 Cotanche Street
Greenville, NC 27858

The Heritage at Arlington Apartment Homes
2700 W. Arlington Blvd
Greenville, NC 27834

The Province Greenville
504 Boxelder Way
Greenville, NC 27858

The Berkeley at Medford Point
3400 Briarcliff Rd.
Greenville, NC 27834

**PITT COUNTY RESOLUTION
AUTHORIZING INTERLOCAL AGREEMENT
FOR ROLL-OFF SERVICE TO HAUL COMPACTOR BOXES FROM CERTAIN
APARTMENT COMPLEXES**

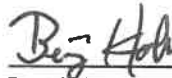
WHEREAS, Pitt County has the power, pursuant to North Carolina General Statutes §153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to enter into contracts or agreements with any one or more other units of local government in this State to execute any undertaking; and

WHEREAS, Pitt County and the City of Greenville agree to allow the County to haul roll-off compactor boxes from certain apartment complexes;

WHEREAS, Pitt County Board of County Commissions must ratify by resolution any contract or agreement entered into pursuant to North Carolina General Statute §160A-461;

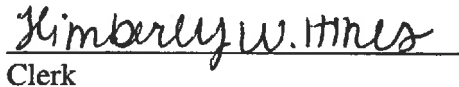
NOW, THEREFORE, BE IT RESOLVED, by the Pitt County Board of Commissioners that the Chariman is authorized to enter into the interlocal agreement for the County to haul roll-off compactor boxes from certain apartment complexes;

Approved this the 21st day of July, 2025.



Benji Holloman, Chairman
Pitt County Board of Commissioners

ATTEST:



Clerk





City of Greenville, North Carolina

Meeting Date: 09/08/2025

Title of Item: Resolution Authorizing the Filing of Applications to the U.S. Department of Homeland Security for the FEMA Tropical Storm Helene Hazard Mitigation Grant Program DR-4827-NC for Various Stormwater Projects

Explanation: The North Carolina Emergency Management (NCEM) Hazard Mitigation Section is now accepting Letters of Interest (LOIs) for both personal home properties and community infrastructure mitigation projects from qualified sub-applicants to be considered and evaluated for inclusion in the State's application submission to FEMA for Tropical Storm Helene Hazard Mitigation Grant Program (HMGP) DR-4827-NC. HMGP funds are intended to help reduce current disaster suffering by funding projects focused on mitigation activities resulting in safer and more resilient communities while also addressing the impacts of climate change and other unmet mitigation needs. Project types may range from individual home acquisitions, elevations or mitigation reconstruction to critical facility generators and community infrastructure projects and possible landslide stabilization projects, to prevent future threats to nearby homes and businesses. Eligible sub-applicants are county and local governments with approved and adopted Regional Hazard Mitigation Plans.

Attached for City Council consideration is a resolution authorizing the filing and execution of various federal grant applications for the design and construction of stormwater capital improvement projects identified in the Watershed Master Plans. If awarded, the City would receive 75% of the total projects costs. The remaining 25% would be a non-federal match funded by the State of North Carolina.

Two of the potential projects were previously awarded through the Building Resistant Infrastructure and Communities (BRIC) program. This program has since been cancelled by FEMA, and North Carolina Emergency Management is working to transition these awards to this HMGP program. These projects are the St. Andrews Drive – Critical Infrastructure Protection and Stream Restoration project and the Drainage Improvements and Stream Restoration at East Firetower Road project.

Two other potential projects, Trafalgar Drive Infrastructure & Floodplain Benching project and Lake Ellsworth Dam Scoping project, were submitted as Letters of Interest to the NC Department of Emergency Management for preliminary review.

Fiscal Note:

The total estimated amount for the projects are:

Trafalgar Drive \$3,105,000.00 (acquisition & construction)

Lake Ellsworth Dam \$4,710,000.00 (scoping, design, & construction)

St. Andrews Drive \$3,481,879.00 (acquisition & construction).

East Firetower Road \$18,012,335.00 (acquisition & construction)

If awarded, projects are funded at 100% (75% federal funding and 25% state funding).

Recommendation:

Adopt the attached resolution approving the grant request and authorizing the filing and execution of the application for the FEMA Tropical Storm Helene Hazard Mitigation Grant Program (HMGP) DR-4827-NC for Various Stormwater Projects.

ATTACHMENTS

☐ [Attachment A-HMGP 2025 Application Resolution.DOC](#)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS TO THE
U.S. DEPARTMENT OF HOMELAND SECURITY FOR THE FEMA TROPICAL STORM
HELENE HAZARD MITIGATION GRANT PROGRAM (HMGP) DR-4827-NC FOR
VARIOUS STORMWATER PROJECTS.

WHEREAS, the North Carolina Emergency Management (NCEM) Hazard Mitigation (HM) Section is now accepting Letters of Interest (LOIs) for both personal home properties and community infrastructure mitigation projects from qualified sub-applicants to be considered and evaluated for inclusion in the State's application submission to FEMA for Tropical Storm Helene Hazard Mitigation Grant Program (HMGP) DR-4827-NC.; and

WHEREAS, the HMGP funds are intended to help reduce current disaster suffering by funding projects focused on mitigation activities resulting in safer and more resilient communities while also addressing the impacts of climate change and other unmet mitigation needs; and

WHEREAS, the City of Greenville carefully considers grant programs that assist the City in achieving projects and programs that are priorities for the community; and

WHEREAS, actions taken through this Program may result in lower flood insurance premiums through the Community Rating System and improved resiliency; and

WHEREAS, this program is available to certain county and local governments with approved and adopted Regional Hazard Mitigation Plans in the State of North Carolina as sub-applicants under the North Carolina application; and

WHEREAS, this grant application requires a 25 percent match from non-federal funds customarily covered by the State of North Carolina.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA:

1. That the City Manager is authorized to execute and file applications on behalf of the City of Greenville with the U.S. Department of Homeland Security and the North Carolina Department of Emergency Management to aid in the financing of planning, design, acquisition and construction various stormwater infrastructure projects.
2. That the City Manager is authorized to execute and file the Assurances and other documents the Federal Emergency Management Agency requires before awarding a Federal assistance grant or cooperative agreement.

3. That the City Manager is authorized to submit additional information as the Federal Emergency Management Agency or the North Carolina Department Emergency Management may require in connection with the applications or projects.
4. That the City Manager is authorized to set forth and execute affirmative minority business policies in connection with the project.
5. That after certification of funds by the Chief Financial Officer, the City Manager is hereby authorized to execute the grant agreements on behalf of the City of Greenville and that their signature constitutes acceptance of the terms and conditions of the grant agreements.

ADOPTED this the 8th day of September, 2025.

P.J. Connelly, Mayor

CERTIFICATION

The undersigned duly qualified City Clerk, acting on behalf of the City of Greenville, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Greenville City Council on 8th day of September, 2025.

Valerie Shiuwegar, City Clerk

Date

SEAL



City of Greenville, North Carolina

Meeting Date: 09/08/2025

Title of Item: Request by Police Department to Utilize Asset Forfeiture Funds to Purchase Equipment

Explanation: The Police Department is seeking approval to use Asset Forfeiture Funds to purchase equipment for the department. The following is a description of the proposed expenditures requested from the Forfeiture account:

- Pole Camera
 - The pole camera will provide officers with the ability to safely observe and clear areas that are difficult or dangerous to access directly. By allowing visual assessment from a distance, it reduces the need for officers to physically enter confined, concealed, or elevated spaces, thereby minimizing exposure to potential threats. This capability enhances operational safety, improves situational awareness, and supports more effective decision-making during structure-clearing operations. (\$7,830.18)
- Interview Room Cameras
 - Interview room cameras are essential for accurately documenting suspect, victim, and witness statements. They provide an objective record of interviews, protecting the integrity of investigations, reducing disputes over what was said, and ensuring compliance with legal requirements. The video evidence can be critical in court proceedings and helps safeguard both officers and interviewees. (\$35,068.00)
- Taser Cartridges and Holsters
 - The purchase of TASER cartridges is necessary to replenish our supply of duty cartridges and supplement our training inventory. Due to increased operational use in the field and training requirements, we have exceeded the annual allotment provided in our standard package. Maintaining adequate cartridge levels is essential to ensure officers are properly equipped for duty and receive the necessary training to deploy the TASER effectively and safely. (\$3,260.00)

- Drone and software
 - Updated drone equipment provides faster response times, improved situational awareness, and enhanced accuracy during critical incidents. Modern drone technology ensures reliable performance, safer operations, and lower long-term costs. Aloft Technologies is a unit management platform that supports safe and compliant drone operations through real-time airspace authorization via the FAA's LAANC system. (\$45,653.80)

- ERT Chemical Training equipment
 - The Emergency Response Team utilizes chemical munitions for training, operational deployments, and in support of the Civil Disturbance Team. These tools are employed to enhance the safety of both officers and the community. Chemical munitions provide a critical, less-lethal option that can de-escalate volatile situations and serve as an effective alternative to deadly force when appropriate. (\$9,759.34)

- K9 Handler Vest
 - A bulletproof vest provides essential protection for our K9 handlers during high-risk operations. These vests are designed to safeguard the officers who work closely with their K9 by offering ballistic protection and ensuring their safety in the line of duty. (\$9,774.00)

- Firearms and Accessories
 - Funding will replace aging firearms and acquire necessary equipment, which are crucial for ensuring officer and public safety during critical incidents. (\$39,061.50)

Fiscal Note: The total anticipated expenditure from the Asset Forfeiture account is \$150,406.82

Recommendation: Staff recommends approval to use Asset Forfeiture funds to purchase the requested equipment.



City of Greenville, North Carolina

Meeting Date: 09/08/2025

Title of Item: Request to Purchase one (1) New Additional Trolley for the City of Greenville Public Works Department, Fleet Division

Explanation: The Public Works Department is requesting the purchase of one (1) new 2025 Low Floor Carriage ADA Trolley for the City of Greenville, Public Works Department at a cost of \$261,605. The new trolley will be funded utilizing monies provided from the City of Greenville (General Fund) in the amount of \$82,535, from the Greenville-Pitt County Convention and Visitors Bureau in the amount of \$82,535, and from the Pitt County Arts Council in the amount of \$96,535 (\$82,535 + \$14,000 in options). These three contributions will be transferred to the Vehicle Replacement Fund (VRF) for the purchase of the new trolley after City Council's approval.

This new 2025 Low Floor Carriage ADA Trolley will be purchased through the following contract:

HGAC Buy Contract # BT21YAD:

(1) 2025 Low Floor Carriage ADA Trolley (17 + 4 & 2 W/C passenger)

Fiscal Note: Funding for this purchase will come from the Vehicle Replacement Fund (VRF) with budget appropriations transferred from the following funding sources:

- City of Greenville - General Fund: \$82,535
- Greenville-Pitt County Convention and Visitors Bureau: \$82,535
- Pitt County Arts Council: \$96,535 (\$82,535.00 + \$14,000 in options)

Recommendation: Approve the purchase of the one (1) new additional trolley listed above using the three funding sources listed.

ATTACHMENTS

☐ [Copy of COG-#1207441-v1-New_Trolley_Purchase_Attachment.XLSX](#)

#	Department	New Vehicle Make/Model	New Vehicle Description	Cost
1	Public Works Fleet Division	2025 Low Floor Carriage Trolley (Specialty Vehicles)	2025 Low Floor Carriage ADA compliant, 17 + 4 & 2 W/C passenger, speaker and PA systems, extra accessory lighting, safety lighting, camera system	\$261,605.00
Total				\$261,605.00

Contract
HGACBuy Contrct # BT21YAD



City of Greenville, North Carolina

Meeting Date: 09/08/2025

<u>Title of Item:</u>	Resolution Designating the Director of Engineering/City Engineer as the Authorized Representative to Execute and Submit Environmental Permit Applications to Federal and State Agencies for Capital Improvement Projects
<u>Explanation:</u>	<p>During engineering design of capital improvement projects, it is often necessary to submit environmental permit applications to various federal and state agencies. These agencies include, but are not limited to, the U.S. Environmental Protection Agency and the N.C. Department of Environmental Quality. Typically, engineering consultants performing design for the City prepare such applications; however, an Authorized Representative of the City must review, execute, and submit the applications to the appropriate agencies.</p> <p>Attached for City Council consideration is a resolution designating the Director of Engineering/City Engineer as the Authorized Representative to execute and submit environmental permit applications for the design and construction of capital improvement projects.</p>
<u>Fiscal Note:</u>	Actual permit fees vary by type of permit, and payment of such fees is typically included in contracts for design with engineering consultants. As such, funding of said fees will be provided from the project budgets as approved by City Council.
<u>Recommendation:</u>	Adopt the attached resolution designating the Director of Engineering/City Engineer as the Authorized Representative to execute and submit environmental permit applications as may be required for various capital improvement projects.

ATTACHMENTS

- ☐ **1207518 - Resolution Designating Director of Engineering as Authorized Rep for Environmental Permitting Draft - 1 - COG.DOCX**

RESOLUTION NO. _____

RESOLUTION DESIGNATING THE DIRECTOR OF ENGINEERING/CITY ENGINEER AS
THE AUTHORIZED REPRESENTATIVE TO EXECUTE AND SUBMIT
ENVIRONMENTAL PERMIT APPLICATIONS TO FEDERAL AND STATE AGENCIES
FOR CAPITAL IMPROVEMENT PROJECTS.

WHEREAS, various federal and state agencies require submission of environmental permit applications during the engineering design phase of capital improvement projects; and

WHEREAS, these agencies include, but are not limited to, the N.C. Department of Environmental Quality and U.S. Environmental Protection Agency; and

WHEREAS, generally, Engineering consultants performing design for the City prepare such applications, however, an Authorized Representative of the City must review, execute, and submit the applications to the requisite agencies; and

WHEREAS, the City of Greenville recognizes the importance of expediting this process and ensuring environmental permit applications are reviewed diligently by parties possessing the necessary expertise;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF GREENVILLE, NORTH CAROLINA:

1. That the Director of Engineering/City Engineer be designated as the Authorized Representative to file and execute environmental permit applications to Federal and State Agencies for Capital Improvement Projects on behalf of the City of Greenville.
2. That the Director of Engineering/City Engineer is further authorized to submit any additional information required by state and federal agencies as it pertains to environmental permitting for Capital Improvement Projects.

ADOPTED this the 8th day of September, 2025.

P.J. Connelly, Mayor

CERTIFICATION

The undersigned duly qualified City Clerk, acting on behalf of the City of Greenville, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Greenville City Council on 8th day of September, 2025.

Valerie Shiuwegar, City Clerk

Date

SEAL



City of Greenville, North Carolina

Meeting Date: 09/08/2025

Title of Item: Approval of the Proposed 2026 Schedule of City Council Meetings

Explanation: A proposed schedule has been prepared for the City Council's consideration for the 2026 City Council meetings in accordance with Section 2-1-11 of the Greenville City Code, adjusted for City-observed holidays. Workshop meetings as approved by the City Council in February 2018 are included. Additional notes are provided below:

- Planning Session is scheduled on Friday, January 30 - Saturday, January 31, 2026
- National League of Cities Congressional City Conference - March 16-18, 2026
- North Carolina League of Municipalities Annual Vision Conference - May 5-7, 2026
- Little League Softball World Series - August 9-16, 2026
- National League of Cities City Summit - November 19-21, 2026

A 2026 calendar has been provided with this item to facilitate making any desired adjustments to the proposed schedule.

Fiscal Note: No direct fiscal impact.

Recommendation: Review and adopt the proposed 2026 City Council Meeting Schedule.

ATTACHMENTS

- ☐ [Draft of 2026 Schedule of Meetings](#)
- ☐ [2026 Calendar.pdf](#)



CITY OF GREENVILLE 2026 SCHEDULE OF CITY COUNCIL MEETINGS

Meetings are held in the Council Chambers, located in City Hall, 200 W. Fifth St., Greenville NC 27858, unless otherwise noted.

January 5 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)

January 5 – 6:00 PM

January 9 – 6:00 PM

~~January 19 – 6:00 PM-MLK, Jr. Holiday~~

January 30– 4:00 PM (Planning Session, Gallery Room, City Hall, 200 W. Fifth St. Greenville, NC 27858)

January 31 – 8:30 AM (Planning Session Gallery Room, City Hall, 200 W. Fifth St. Greenville, NC 27858))

February 9 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)

February 9– 6:00 PM

February 12 – 6:00 PM

February 23 – 6:00 PM

March 9– 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)

March 9– 6:00 PM

March 12 – 6:00 PM

March 23 – 6:00 PM

~~April 6 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)~~

~~April 6 – 6:00 PM Easter Monday~~

April 9– 6:00 PM

April 20 – 6:00 PM – (Joint City Council –GUC Meeting)

May 11 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)

May 11 – 6:00 PM – (Budget Presentation for City of Greenville)

May 14 – 6:00 PM – (Budget Presentation for Convention & Visitors, Sheppard Memorial Library, and GUC)

~~May 25 – 6:00 PM– Memorial Day Holiday~~

June 8 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)

June 8 – 6:00 PM – (Budget Public Hearing)

June 11 – 6:00 PM – (Budget Adoption)

*June 22 – 6:00 PM

~~August 10 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)~~

~~August 10 – 6:00 PM~~

~~August 13 – 6:00 PM-Little League Softball World Series~~

August 17 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)

August 17 – 6:00 PM

August 20 – 6:00 PM

*August 24 – 6:00 PM (Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)

~~September 7 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)~~

~~September 7 – 6:00 PM-Labor Day Holiday~~

September 10 – 6:00 PM

September 21 – 6:00 PM – (Joint City Council – GUC Meeting)

October 5 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)

October 5 – 6:00 PM

October 8 – 6:00 PM

*October 19 – 6:00 PM

November 9 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)

November 9 – 6:00 PM
November 12 – 6:00 PM
*November 23 – 6:00 PM

December 7 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)
December 7 – 6:00 PM
December 10 – 6:00 PM
*December 21 – 6:00 PM

**Meetings scheduled per the meeting policy outlined in the City Code. The City Council may elect to hold or cancel these meetings as needed each month.*

*NCLM Conference – May 5 – 7, 2026 (Raleigh, NC)
NLC Congressional Conference – March 16 – 18, 2026 (Washington D.C.)
NLC City Summit – November 19 – 21, 2026 (Nashville, TN)*

2026

January

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February

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31						

June

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28	29	30				

July

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August

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30	31					

September

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October

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November

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29	30					

December

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27	28	29	30	31		



City of Greenville, North Carolina

Meeting Date: 09/08/2025

<u>Title of Item:</u>	Budget Schedule for Fiscal Year 2026-2027
<u>Explanation:</u>	The proposed budget schedule for the Fiscal Year 2026-2027 budget is presented to City Council for approval.
<u>Fiscal Note:</u>	No fiscal impact.
<u>Recommendation:</u>	Approve the attached budget schedule for fiscal year 2026-2027.

ATTACHMENTS

☐ [Budget Schedule 2026-27.pdf](#)

Proposed Budget and Capital Improvement Program (CIP) Schedule
Fiscal Year 2026-2027 Budget

January 30 – 31, 2026	Friday – Saturday	Planning Session with Council
February 3, 2026	Tuesday	Budget Kickoff
February 6, 2026	Friday	<ul style="list-style-type: none"> • Personnel Verification changes submitted to HR • New position and reclassification requests due to HR • IT requests due to Information Technology • Preliminary Revenue Projections by Financial Services/Budget Office
February 13, 2026	Friday	<ul style="list-style-type: none"> • CIP and FIP request forms due to Budget Office • Department Mission Statement and Goals due to Budget Office
February 20, 2026	Friday	<ul style="list-style-type: none"> • Dept. budget requests and Increment/Decrement forms due to Budget Office • Recommended New Positions/Reclassifications due to Budget Office from HR • Recommended Technology requests due to Budget Office from IT
March 16-20, 2026	Entire Week	Department Budget Conferences with City Management
March 25, 2026	Wednesday	Discretionary worksheets, Manual of Fees changes due to Budget Office
April 10, 2026	Friday	Revenue and Expense forecast finalized by Financial Services/Budget Office
April 20, 2026	Monday	City Council preview of Proposed City Budget
April 24, 2026	Friday	Proposed GUC, SML, and CVA budgets due to Budget Office
May 11, 2026	Monday	Proposed City budget presented to City Council
May 14, 2026	Thursday	Proposed GUC, SML and CVA budgets presented to City Council
May 29, 2026	Friday	Public Display of balanced budgets prior to Public Hearing
June 8, 2026	Monday	Public Hearing – Fiscal Year 2026-2027 Budget, Consideration of adoption of the Fiscal Year 2026-2027 Budget
June 11, 2026	Thursday	Alternate date for consideration of adoption of the Fiscal Year 2026-2027 Budget



City of Greenville, North Carolina

Meeting Date: 09/08/2025

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

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

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

<u>Payee</u>	<u>Adjustment Refunds</u>	<u>Amount</u>
Kelly, James Courtney	Registered Motor Vehicle	213.71
Webb, Brandon Micahel	Registered Motor Vehicle	172.78
Agcarolina Farm Credit Aca	Registered Motor Vehicle	146.66
Hodges, Leah Nicole	Registered Motor Vehicle	124.57
Wange, Yu Feng	Registered Motor Vehicle	117.35
White, Maxine	Registered Motor Vehicle	104.01
Chukka, Varun	Individual Property Taxes	762.94

Fiscal Note: The total amount refunded is \$1,642.02

Recommendation: Approval of taxes refunded by City Council



City of Greenville, North Carolina

Meeting Date: 09/08/2025

Title of Item: Lease Agreement with East Carolina University for Use of the North Recreation Complex

Explanation: In August of 2023, the City contracted with Victus Advisors to conduct a Sports Complex Feasibility Study (Study) on the possibility of constructing a sports complex to increase sports tourism and recreational offerings within the city. The Study evaluated the potential for adding rectangular fields to a proposed new sports complex and included discussions with local sports groups. The Study concluded that new rectangular fields could be used for an estimated 5,600 hours annually, generating around 114,600 visits each year, and this was previously shared with City Council at its January 2024 Planning Session as well as at the April 2024 City Council meeting.

In support of furthering this proposal, at its April 2024 meeting, City Council directed staff of Play Greenville, NC Sports and the City to create a task force to focus on the development of a sports complex that included 12 diamond fields and at least 4 rectangle fields to be used in conjunction with existing facilities in the community. The task force was comprised of staff from the City, Pitt County, and Play Greenville, NC; representatives from local sports organizations; and other community leaders. The task force's goals were to gauge community interest in the project and explore partnerships with local organizations to share existing fields, and it ultimately recommended a facility with 12 rectangular fields to allow the City to host various sports tournaments throughout the year and to increase the number of fields available for community sports organizations.

Based on the Study and recommendations from the task force, the City identified East Carolina University's (ECU) North Recreation Complex (NRC) as a potential site and is proposing to negotiate and execute a long-term lease agreement.

More specifically, the proposed lease agreement with ECU for the NRC would provide the City with the following opportunities:

- An established rectangle field sports complex with 8 fields and other site amenities that would help attract a diverse range of sports tournaments.
- Ability for local teams to have access to the fields for games and practices Monday-Thursday.
- Ability for ECU to have access to the fields during mutually agreed-upon

times by the City during the academic school year.

- City's exclusive use of the complex to offer tournaments Fridays-Sundays with other weekdays used occasionally for larger tournaments throughout the year.

At its August 7, 2025 meeting, the ECU Board of Trustees approved ECU's ability to negotiate and execute the lease of the NRC to the City. Proposed key terms in the lease include:

- **Term**: The proposed lease agreement would be valid for a period of fifty (50) years with the option to renew for an additional period of up to forty-nine (49) years. The term and any renewal terms shall not exceed ninety-nine (99) years.
- **Transition Period**: After the effective date of the agreement, ECU and the City would enter into a transition period ending on December 31, 2026, unless extended in writing and mutually agreed upon. During the transition period, City staff would implement plans to take over management of the NRC.
- **Exclusive Use**: At the conclusion of the transition period, the 128-acre facility, which also includes a field house, restroom facilities and disc golf course, would be managed, operated, and maintained by City staff.
- **Property Improvements**: Per the lease, the City would be able to make various improvements to the NRC with approval from the State of North Carolina. The improvements would include but not be not limited to four additional rectangle fields, additional parking to accommodate larger tournaments and other outdoor recreation amenities.
- **Naming Rights**: The City shall have the exclusive right to brand the name of the property, property facilities or property amenities upon expiration of the transition period.

As part of the lease agreement approval process, the UNC Board of Governors will consider approval of the proposed lease at its September 17, 2025 regular scheduled meeting.

Fiscal Note:

In return for the City's permitted use of the Property, the City shall make payment to East Carolina University per the following payment schedule:

Initial Cash Outlay Payment	\$3,000,000
Years 1-10	\$300,000 per year
Years 11-20	\$250,000 per year
Years 21-50	\$150,000 per year

Recommendation:

Approve the lease agreement with East Carolina University for the use of the North Recreational Complex and authorize the City Manager to negotiate any additional terms necessary that are in the best interest of the City and are not inconsistent with the intent of this request and execute said lease agreement and other documents.

ATTACHMENTS

☐ [**Draft ECU City North Rec Lease Updated 08.27.25.docx**](#)

**STATE OF NORTH CAROLINA
COUNTY OF PITT**

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”), is made and entered into on this ____ day of _____ 2025 (the “Effective Date”), by and between the State of North Carolina (the “State”) through East Carolina University, a constituent institution of the University of North Carolina System as designated by N.C.G.S. § 116-4 (“ECU”), whose principal address is 1000 E 5th Street, Greenville, NC 27858 and the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina (the “City”), whose principal mailing address is PO BOX 7207, Greenville, NC 27835. ECU and the City may be referenced collectively in this Agreement as the “Parties” or each individually as a “Party.”

WITNESSETH:

WHEREAS, the State of North Carolina through ECU, owns, operates, and controls that certain Property defined and described herein; and

WHEREAS, the City desires to lease from ECU and use the Property for the purposes set forth herein; and

WHEREAS, North Carolina General Statute (N.C.G.S.) § 160A-274 permits the City and ECU to enter into this Agreement; and

WHEREAS, ECU is permitted to enter into this Agreement pursuant to its authority under N.C.G.S. Chapter 116, and ECU has fully complied with the applicable procedures and required approvals as mandated by UNC Policy Manual, Section 600.1.3, *Policy on Authority for Real Property Transactions* and UNC Policy Manual, Section 600.1.3.1[R], *Regulation on Authority for Real Property Transactions*.

WHEREAS, ECU desires to lease to the City and permit and allow the City’s lease and use of the Property pursuant to the terms and conditions as set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants, representations, warranties, and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I
THE PROPERTY**

1. **The Property:** Subject to the terms and conditions of this Agreement, ECU does hereby allow and lease unto the City, and the City does hereby lease from ECU, the following certain designated portion of real property known as ECU North Recreational Complex (“North Recreation” or “Complex”), which is further defined and delineated as follows and also described

with an attached map, and labeled as **Attachment 1**, and herein incorporated by reference (“the Property”).

Name of the Property:	ECU North Recreational Complex
Location of the Property:	3764 US-264 Greenville, North Carolina 27834
Pitt County Tax Parcel No.:	58471, 67550, 67477, 67551
State Property Land Asset ID:	142
State Property Office File Number:	74-001.169, 74-001.172
Description of the Property:	Sports and Recreation Complex
Facilities & Amenities:	See Attachment 1 – This is subject to change based on mutual agreement of the Parties prior to the expiration of the Transition Period.
Map Attached:	See Attachment 1

2. **Ownership of the Property:** The Parties understand and agree that at all times during the Term of this Agreement, the following shall apply:

- a) The Property shall be entirely owned, and title maintained by the State of North Carolina; and
- b) Only ECU and the City shall have approved and discretionary access to the Property as specifically set out in this Agreement; and
- c) The City shall have sole and unlimited use, supervision, management and maintenance responsibility of the Property as specifically set out in this Agreement.

3. **Exclusions:** This Agreement shall apply only to the herein defined Property.

4. **Permitted Use of the Property By the City —The Activity:** Upon expiration of the Transition Period, this Agreement solely permits the City full and complete access and use of the said Property for the purpose of operating and managing park, recreational, and sports complex activities (the “Activity”) by and for the City, which is further defined and described as follows:

- a) The City shall have unlimited ability to schedule and use the Property for the following:
 - i. Organized public and/or privately held single-day or multi-day athletic tournaments; and
 - ii. Organized athletic practices and/or other training activities for public and/or private athletic sports leagues, teams or individuals; and

- iii. Athletic clinics, sports camps and other such recreational programs offered and organized by the City.
- b) The City shall have unlimited ability to schedule, access and use the Property for City sponsored events and activities.
- c) The City shall have unlimited ability to allow the general public access to and use of the Property for recreational, parks and sports complex related activities.
- d) The City shall have unlimited ability to schedule and sublease the use of the Property to licensees including, but not limited to, individuals, private organizations, private businesses, tournament organizers, sports leagues or other public or private entities for tournaments, organized athletic events or other scheduled recreational and/or sports related activities.

5. **Permitted Use of the Property by ECU:** Upon expiration of the Transition Period and thereafter throughout the duration of the Term of this Agreement, ECU shall have use of the Property Monday through Thursday of each week during ECU's published Fall and Spring academic calendar year, at times mutually agreed upon, in writing, by the City and ECU.

6. **Acceptance, Access, Right of Entry, and Quiet Enjoyment:** Upon the expiration of the Transition Period, the City agrees to accept the Property in its current condition and shall have the authority to secure and restrict access to the Property as it deems necessary. The City may peaceably and quietly enjoy the Property subject to the terms and conditions of this Agreement.

Notwithstanding the foregoing and with a minimum twenty-four (24) hour notice to the City, ECU, including but not limited to its officials, officers, employees, agents, representatives, and consultants, shall retain the right to enter and have full access to all portions of the Property for the purposes of inspection, to examine the condition thereof, and to ascertain compliance with this Agreement or applicable law. Except in an event of an emergency, the City shall work in partnership with ECU to schedule such access by ECU at times whereby the Property is not in active use by the City or its licensees.

7. **Property Naming:** Upon the expiration of the Transition Period, the following shall apply to the naming of the Property, Property facilities and Property amenities:

- a) With the written approval and authorization of ECU, which shall not be unreasonably withheld, conditioned or delayed, the City shall have the right to assign a name to the Property as follows:
 - i. Any name assigned to the Property shall be adopted by the Greenville City Council, by resolution at a regularly scheduled and advertised City Council meeting.

- ii. Any name assigned to the Property shall not be profane, discriminatory, associated with harmful activities, potentially embarrassing to the public or in any way considered offensive or unacceptable due to its contents or connotations.
 - iii. The City shall have the exclusive right to identify and contract with a third-party to include, but not be limited to, an individual, group of individuals, private organization, private businesses, organized nonprofit, organized foundation, sports league or other public or private entity for the naming rights to the Property.
 - iv. The City shall be entitled to receive and retain any and all financial benefits from the contracted naming rights to the Property. Any and all financial benefits received and retained by the City from the naming rights to the Property shall be used for the repair, maintenance and operation of the Property and/or future capital improvements, expansions or renovations to the Property.
- b) The City shall have the exclusive right to assign a name to the Property's current facilities and amenities, individually or collectively, as listed in Attachment 1 of this Agreement and to assign a name to any future facilities and amenities, individually or collectively, constructed, expanded or renovated by the City on the Property as follows:
- i. Any name assigned to the Property's facilities and amenities shall be adopted by the Greenville City Council, by resolution at a regularly scheduled and advertised City Council meeting.
 - ii. Any name assigned to the Property's facilities and amenities shall not be profane, discriminatory, associated with harmful activities, potentially embarrassing to the public or in any way considered offensive or unacceptable due to its contents or connotations.
 - iii. The City shall have the right to identify and contract with a third-party to include, but not be limited to, an individual, group of individuals, private organization, private businesses, organized nonprofit, organized foundation, sports league or other public or private entity for the naming rights to the Property's facilities and amenities.
 - iv. The City shall be entitled to receive and retain any and all financial benefits from the contracted naming rights to the

Property's facilities and amenities. Any and all financial benefit received and retained by the City from the naming rights to the Property' facilities and amenities shall be used for the repair, maintenance and operation of the Property and/or future capital improvements, expansions or renovations to the Property.

8. **Property Branding, Marketing and Advertising:** Upon expiration of the Transition Period, the following shall apply to the branding, marketing and advertising of the Property:

- a) The City shall have the exclusive right to brand the name of the Property, Property facilities and Property amenities by use of written words, symbols, logos or emblems.
- b) Any written words, symbols, logos or emblems used by the City to brand the name of the Property, Property facilities and Property amenities shall not be considered profane, discriminatory, associated with harmful activities, potentially embarrassing to the public or in any way considered offensive or unacceptable due to its contents or connotations.
- c) The City shall have the exclusive right to utilize the name and brand of the Property, Property facilities and Property amenities on any and all signage located and installed on the Property or at other locations and areas as may be solely determined by the City.
- d) The City shall have the exclusive right to utilize the name and brand of the Property, Property facilities and Property amenities as directional signage on any and all signage located and installed along the public right-of-ways of the street thoroughfares surrounding the Property, and other locations as may be solely determined by the City.
- e) The City shall have the exclusive right to utilize the name and brand of the Property, Property facilities and Property amenities for any and all marketing, advertisements and/or solicitations of the Property, onsite and offsite, for Activities as defined in Section 4. of this ARTICLE.

9. **Hours of Operation:** Upon expiration of the Transition Period, the City shall have the exclusive right to establish the hours of operation of the Property for Activities as defined in Section 4. of this ARTICLE.

10. **Utilities:** Upon the expiration of the Transition Period, the City shall be responsible, at its own cost, for furnishing and maintaining all utilities (including, without limitation, electricity, water, sewer, internet and telephone) to the Property during the Term of this Agreement.

11. **Property Maintenance:** Upon expiration of the Transition Period, the City shall be responsible for and maintain all Property in a clean, safe and operable condition, consistent with applicable laws, codes and regulations unless otherwise provided herein. This includes, but is not limited to repairs, maintenance, replacement and inspections, including but not limited to turf management of the athletic fields, irrigation systems, HVAC systems, electrical systems, sports equipment (goals, nets, etc.), lighting infrastructure of buildings and athletic fixtures, restrooms and plumbing fixtures, disc golf course (tee pads, baskets, fairways, etc.), Property signage, parking lots, landscaping throughout complex and where applicable, all equipment maintenance.

- a) In the sole discretion of the City and unless otherwise required, maintenance and repairs will be conducted according to a schedule determined by the City and will depend upon the urgency of the maintenance or repair.
- b) The City will be responsible for waste management throughout the Property, providing adequate trash receptacles, cleaning of all building, and restocking of all restroom supplies.
- c) The City will be responsible for contracting or performing the repair, maintenance and inspection of all recreational amenities within the Property, including but not limited to the sand volleyball court and outdoor fitness equipment.
- d) All expenses related to the maintenance and upkeep of the Property shall be the sole responsibility of the City during the Term of the Agreement, unless written otherwise herein.
- e) The City shall purchase, supply and fund all equipment, machinery, tools and supplies required by the City to provide for the repair, maintenance, replacement, inspection and upkeep of the Property. All equipment, machinery, tools and supplies purchased and supplied by the City for the repair, maintenance, replacement, inspection and upkeep of the Property shall be the personal property of the City and the City shall maintain possession of said personal property upon the termination of this Agreement.
- f) Upon the written approval of the City, which shall not be unreasonably withheld, conditioned or delayed, ECU shall have the right to make any repairs, additions, or alterations as may be necessary and at its own expense for the safety, preservation, or improvement of the Property which ECU determines to make or for any other purpose which ECU deems appropriate as it relates to the Property; provided, however, that ECU shall not be responsible for or required to make any such repair, addition or alteration to the Property after the expiration of the Transition Period.

- g) ECU agrees to provide to the City access to and use of the state-owned property/equipment listed in Attachment 3 (the “Equipment”) after the Transition Period for the remainder of the Term of this Agreement. Further, the Parties agree that fair market value for the use of this Equipment is included in the annual lease amounts to be paid by the City.
 - i. ECU shall be responsible for the maintenance and repair of the Equipment during the Transition Period. Upon expiration of the Transition Period, the City shall maintain and repair the Equipment and shall be responsible for the replacement of the Equipment in the event of damage caused by intentional or negligent acts by the City or its agents, employees, contractors, licensee, guests, invitees, or the general public.
 - ii. In the event the Equipment reaches its end of life due to normal wear and tear, ECU shall move forward with its disposal using its normal surplus property procedures and be entitled to any and all proceeds from the disposition of the Equipment.

12. **Future Property Improvements, Expansions, and Renovations:** Upon expiration of the Transition Period, the City shall have the exclusive right to construct future capital improvements, expansions, renovations, demolitions or site work to the Property as further described below:

- a) All expenditures related to future capital improvements, expansions, renovations, demolitions or site work shall be the sole responsibility of the City during the Term of this Agreement, and the City is permitted to obtain financing, as necessary, to cover the costs of same.
- b) All future capital improvements, expansions, renovations or site work shall become a permanent part of the Property upon completion and will become State owned property upon the termination of this Agreement.
- c) With the prior written approval and authorization of ECU, and the State, which shall not be unreasonably withheld, the City reserves the right to construct additional athletic fields, bathroom facilities, concession facilities and construct other new and/or additional complex amenities such as playgrounds and recreational structures on any portion of the Property the City deems necessary as so long as such improvements are funded solely by the City and become a permanent part of the Property upon completion.
- d) With the prior written approval and authorization of ECU, and the State, which shall not be unreasonably withheld, the City reserves the right to perform site work, stormwater retention and other such changes to the

Property's landscape and configuration needed to construct additional athletic fields, bathroom facilities, concession facilities and construct other new and/or additional complex amenities such as playgrounds and recreational structures.

- e) With the prior written approval and authorization of ECU and the State, which shall not be unreasonably withheld, the City shall be permitted to demolish and remove improvements, amenities, structures as determined necessary, to effectuate capital improvements, expansions, renovations and site work, as permitted herein.

13. **Property Security:** Upon expiration of the Transition Period, ECU shall disable and remove the existing security camera system and associated equipment from the Property with the exception of fiber, wiring, cables or other infrastructure. Thereafter, in order to provide a safe and secure environment for the City's community members and visitors, when a threat of disruption of the herein defined Activity exists, for protection of ECU property when a threat of damage exists, and to maintain public order for large events, security will be required for the Activity as necessary following a security assessment by the Greenville Police Department. If the Greenville Police Department, in its sole discretion, determines that special event security and/or special duty City police officers is/are required for the Activity, the City or the City's licensee shall be responsible for paying all costs for security/City police personnel and other security measures including, but not limited to, barricades, metal detectors, and parking control measures, as specified by the Greenville Police Department Chief of Police or designee. The City shall purchase and install security equipment as necessary for monitoring the Property and will be responsible for the inspection and repair of the security equipment.

14. **Obstructions.** All portions of driveways, entrances, exits, sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities, law enforcement or emergency responders, of the Property shall be kept unobstructed by the City and shall not be used by the City for any purpose other than ingress to or egress from the Property. Notwithstanding the aforementioned, any and all entrances, including but not limited to gates, doors, or passages, that provide direct access from privately owned adjacent properties to the Property shall be closed by the City after the Transition Period.

15. **Damages to Property:** Upon expiration of the Transition Period, the City shall be responsible for full financial restitution of damages to the Property caused by intentional or negligent acts by the City or its agents, employees, contractors, licensees, guests, invitees or the general public.

- a) Damages shall include, but not be limited to, structural and/or operational damage to the Property or to any fixtures, appliances, furniture, bathrooms, concession areas, or other appurtenances thereto caused by intentional or negligent acts by the City or its agents, employees, contractors, licensee, guests, invitees, or the general public.

- b) At its discretion, the City shall provide for the repair of such damages caused by intentional or negligent acts by the City. The City reserves the right to provide for such repair with the use of City staff or contracted repair services.
- c) ECU shall reimburse the City the full cost incurred by the City to repair such damages caused by intentional or negligent acts by ECU or its agents or employees. ECU shall reimburse the City the full cost within thirty days (30) of receipt of the invoice from the City detailing the full cost incurred by the City for such repair.

ARTICLE II AGREEMENT TERM AND LEASE PAYMENTS

16. **Term:** Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date of this Agreement and be valid for a period of fifty (50) years (the “Term”), with the option to renew this Agreement in writing for a mutually agreeable period of time (a “Renewal Term”) at mutually agreeable terms. The Term and any Renewal Terms shall not exceed ninety-nine (99) years.

17. **Transition Period:**

- a) The Parties mutually agree to a transition period beginning on the Effective Date of this Agreement and ending on December 31, 2026, unless extended in writing upon mutual agreement of the Parties (the initial period and any mutually agreed upon extensions shall be referred to herein as the “Transition Period”).
- b) Notwithstanding any other obligations and/or benefits herein due to either Party, during the Transition Period ECU shall maintain full access and control of the Property and be required to perform maintenance and repairs, as needed, on the Property.
- c) Notwithstanding the foregoing, ECU shall permit the City to have complete access to the Property to conduct pre-construction planning and training for any and all Activities contemplated herein.

18. **Lease Payment:** In return for the City’s permitted use of the Property as defined in ARTICLE I of this Agreement, the City shall make payment to ECU per the following payment schedule:

Lease Term	Lease Payment
Initial Cash Outlay Payment	\$3,000,000.00
Years 1 – 10	\$300,000.00 per year
Years 11 – 20	\$250,000.00 per year
Years 21-50	\$150,000.00 per year

Within six (6) months following the Effective Date, the City shall pay to ECU the sum of \$1,500,000, which shall represent 50% of the Initial Cash Outlay Payment of \$3,000,000.00. On or before December 31, 2026, the City shall pay to ECU the remaining \$1,500,000 of the Initial Outlay Payment.

The first-year lease payment of \$300,000.00 is due within thirty (30) days of the end of the Transition Period. Thereafter, each remaining annual lease payment over the Term of this Agreement, as detailed in the chart above, shall be paid in full by the City to ECU on or before January 1.

ARTICLE III CITY BENEFIT DERIVED FROM PROPERTY USE

19. **Right of Use:** Upon expiration of the Transition Period, the City shall have the exclusive right to the following benefits derived from the City's use, management and operation of the Property as defined in ARTICLE I:

- a) To set ticket, food and beverage, retail, sponsorship, and parking prices, as it deems appropriate.
- b) To receive and retain all benefits and revenues from ticket, food and beverage, retail, and parking sales collected at the Activities held on the Property.
- c) To sell, receive and retain all benefits and revenues from sponsorships of Activities held on the Property and to sell, receive and retain revenues from advertising on the Property or other locations as may be determined solely by the City.
- d) To set prices for athletic clinics, sports camps and other such recreational, parks or other related programs offered by the City and charged for by the City for the attendance by the general public on the Property.
- e) To receive and retain all benefits and revenues from the naming rights of the Property, Property facilities and Property amenities as defined in ARTICLE I, Section 6.
- f) To receive and retain all benefits and revenues from athletic clinics, sports camps and other such recreational programs offered by the City for attendance by the general public on the Property.
- g) To set prices for the contracted use of the Property for organized athletic practices and or other training activities, including but not limited to, sports camps, athletic clinics and other recreation programs by public and/or private athletic sports leagues, teams or individuals.

- h) To receive and retain benefits and revenues from public and/or private athletic sports leagues, teams or individuals for the contracted use of the Property for organized athletic practices and or other training activities, including but not limited to, sports camps, athletic clinics and other recreation programs.
- i) To set prices for the contracted use of the Property for tournaments, organized athletic events and other scheduled recreational and/or sports related activities by licensees including, but not limited to, individuals, private organizations, private businesses, tournament organizers, sports leagues or other public or private entities.
- j) To receive and retain benefits and revenues from licensees including, but not limited to individuals, private organizations, private businesses, tournament organizers, sports leagues or other public or private entities for the contracted use of the Property for tournaments, organized athletic events or other scheduled recreational and/or sports related activities.

20. **Concessions:** The following shall apply to concession sales at the Property for Activities as defined in ARTICLE I, Section 4.:

- a) The City, or its assigns, shall have the exclusive right to sell concessions on the Property.
- b) Concession sales shall include, but may not be limited to, food, drinks, alcoholic beverages, including but not limited to, beer, wine, and mixed beverages, souvenirs and merchandise.
- c) Concessions may be sold or distributed from fixed locations, such as a gift booth, concession stand, food truck, beverage truck or mobile locations.

ARTICLE IV AGREEMENT TERMINATION AND SURRENDERSHIP

21. **Termination:** Subject to the provisions contained herein, this Agreement shall terminate:

- a) Upon expiration of the Term, including any options to renew; or
- b) Termination Without Cause:

The following shall apply to rights of termination without cause for both the City and ECU, respectively:

- i. The City shall have the right to terminate this Agreement by giving ECU thirty-six (36) months written notice. The date as included on the written notice (“the Notice of Termination Date”) shall establish the beginning of the thirty-six (36) month notice period. Upon the City’s termination of this Agreement, any and all Property improvements, expansions and renovations funded in whole or in part by the City shall become the property of the State of North Carolina. In addition, the City shall not be entitled to reimbursement of any City funds previously utilized to fund, in whole or in part, any improvements, expansions and/or renovations to the Property. Further, the City shall be excused from any liability or obligation arising after the date of termination, except for (i) any liability caused by the intentional or negligent acts of the City or its agents, employees, contractors; or (ii) any other damage that may have been caused by the City or its operation on the Property during the term of this Agreement, even if the claim is raised after the effective date of termination.
- ii. ECU shall have the right to terminate this Agreement by giving the City thirty-six (36) months written notice of its intention to terminate. The Notice of Termination Date shall establish the beginning of the thirty-six month period.
 - a) If the Notice of Termination Date is less than the date that is five (5) years from the Effective Date, ECU shall reimburse the City a pro rata amount of the City’s Initial Cash Outlay Payment of \$3,000,000.00 as follows:

Year(s) From Effective Date to Notice of Termination Date	Amount Reimbursed
< 1 Year	\$2,500,000
< 2 Years	\$2,000,000
< 3 Years	\$1,500,000
< 4 Years	\$1,000,000
< 5Years	\$500,000

- b) If the Notice of Termination Date is greater than the date that is five (5) years from the Effective Date of this Agreement, the City shall not be entitled to reimbursement from ECU of the City’s Initial Cash Outlay Payment.
- c) If a pro rata reimbursement payment is due and payable to the City by ECU, payment shall be made within sixty (60) days after the effective date of termination.

22. **Surrender of Property/Hold Over:** At the end of the Term of this Agreement, including any renewal and/or termination by either Party, the City shall peaceably yield the Property to ECU in as good repair and condition as when delivered to the City, excepting ordinary and normal wear and tear, damage by fire, by the elements or by Acts of God excepted. Any hold over after the expiration of the Term, or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, ECU shall have the right, in its sole discretion, to remove and eject the City and all persons occupying any part of the Property upon at least ninety (90) days' written notice at any time after the expiration of the Term or any extension thereof. In the event of any such hold over, the City shall continue to make annual lease payments of \$150,000 per year. In the event ECU terminates the Agreement during a holdover prior to the passage of twelve 12 months from the annual lease payment by the City, the City is entitled to a pro rata reimbursement payment for any remaining months in the 12-month period. This pro rata reimbursement payment is due and payable to the City by ECU within sixty (60) days after the effective date of termination.

ARTICLE V OTHER TERMS AND CONDITIONS

23. **Default and Remedies:** If the City defaults in its performance of any of the covenants, conditions, agreements, or undertakings contained herein, fails to pay rent as required under this Agreement, attempts to assign or sublet the Property without prior approval, or ceases to occupy the Property without proper notice as required in Section 21(b)(i) (an "Event of Default"), and such Event of Default continues for thirty (30) days after written notice from ECU (subject to a reasonable extension if a cure is not practical during such period and the City has commenced cure and is diligently pursuing the same), or if the City should fail to cause the Property to be occupied and used as stated herein, then, ECU may exercise any rights or remedies it has at law or in equity against the City including but not limited to the right to remove and eject the City and all persons occupying any part of the Property, and ECU shall be entitled to terminate this Lease.

In the event ECU shall fail to perform any of the covenants, obligations or agreements of this Agreement and such failure shall continue for thirty (30) days (subject to a reasonable extension if a cure is not practical during such period and ECU has commenced cure and is diligently pursuing the same, or such shorter time as may be appropriate in the event of an emergency) after receipt of written notice setting forth such failure, the City may exercise any rights or remedies it has at law or in equity against ECU, and shall be entitled to terminate this Lease.

24. **Conditions and Covenants:** All of the provisions of this Agreement shall be deemed to run with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

25. **Insurance:** After the expiration of the Transition Period, the City shall purchase and maintain insurance on the Property against loss due to fire or other casualty, except for such losses as may be directly caused by the negligent acts of ECU. Throughout the duration of this Agreement, and any renewal thereof, the City shall maintain, at its own expense, insurance, as specified below, for the protection of ECU, the City, its officers and employees, on a primary basis, from any claim, damage, liability, loss or expense to person(s) or property caused by, resulting from, arising out of or in conjunction with the duties and obligations of the City pursuant to this Agreement.

- a) Commercial General Liability insurance with limits not less than \$1,000,000 per each occurrence and \$3,000,000 in the aggregate. Such insurance shall include coverage for the contractual liability (applying to the terms and conditions of this Agreement), products-completed operations liability, personal injury liability, advertising injury liability, contingent liquor liability, property damage liability, sexual assault and molestation (SAM) liability, and bodily injury liability (including death).
- b) Workers' Compensation insurance with statutory limits as required by the State of North Carolina covering all of the City's personnel engaged in performing the duties and obligations of the City pursuant to this Agreement. Such insurance shall also include Employer's Liability coverage with limits not less than \$1,000,000 each occurrence or statutory limits, whichever is higher.
- c) Property insurance covering loss or damage to the personal property of the City located at the Property. Said insurance shall provide coverage in the amount of the full replacement cost thereof and shall insure against perils on an "all risk basis."
- d) Commercial Automobile Liability shall not be less than \$1,000,000 combined single limit.
- e) Liquor Liability insurance coverage with not less than \$1,000,000 of liability coverage.

All insurance policies or endorsements thereto required of the City covering the Property including, but not limited to, contents, fire and casualty insurance, shall include provisions expressly waiving any right of subrogation on the part of the insurer against ECU, its agents and employees.

ECU shall be named as an additional insured on the insurance policies obtained by the City.

All insurances shall be primary and non-contributory, written by insurance companies qualified to do business in the State of North Carolina with an A.M. Best rating acceptable to ECU. Such insurance policies shall provide that coverage thereunder may not be materially changed, reduced, or cancelled during the term of this Lease.

The City shall bear all costs of all deductibles and shall remain solely and fully liable for the full amount of any claim, damage, loss or expense caused by, resulting from, arising out of or in conjunction with the duties and obligations of the City pursuant to this Agreement that are not compensated by insurance.

Upon execution of this Agreement, the City shall furnish ECU with certificate(s) of insurance naming ECU as an additional insured and certifying that the appropriate insurance coverages are in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above. The City agrees to furnish to ECU renewal insurance certificates throughout the Term of this Agreement on an annual basis.

26. **Release.** The City releases and discharges ECU, the State of North Carolina and their respective officers, board members, trustees, employees, and agents from any and all liabilities for any loss, injury, or damages to person or property that may be sustained by reason of the use of the Property under this Agreement.

27. **Indemnity:** To the maximum extent allowed by North Carolina law, the City hereby agrees to indemnify, protect and save ECU, the State of North Carolina and their respective officers, board members, trustees, employees, and agents (each, an "Indemnified Party," and collectively, the "Indemnified Parties"), and hold the Indemnified Parties harmless from any and all liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees (collectively, "Indemnified Losses"), arising out of, connected with, or resulting directly or indirectly from this Agreement or the transactions contemplated by or relating to this Agreement, without limitation, provided that no indemnification is provided by the City for Indemnified Losses to the extent they are directly caused by the intentional act or negligence of any Indemnified Party. The indemnification arising under this Section shall survive the Agreement's termination.

28. **Title VI Nondiscrimination:** The City for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that the City will maintain and operate the Property and associated services in compliance with all requirements imposed by the Title VI of the Civil Rights Act of 1964, and other applicable state and federal nondiscrimination laws, as may be amended. With respect to this Agreement, in the event of breach of any of the above Non-discrimination covenants, ECU will have the right to terminate the Agreement, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement was never made or issued.

29. **Warranty:** ECU covenants to and with the City that upon timely payment of annual lease payments and any other charges due and payable and observing and performing all of the terms, covenants and conditions, on the City's part to be observed and performed, the City shall have the right to quiet possession of the Property, free from any adverse claims whatsoever from any persons whomsoever upon the terms and conditions of this Agreement.

30. **Casualty:** After the expiration of the Transition Period, in the event of any damage caused to the Property by fire, wind, or other casualty, the City shall notify ECU in writing of such damage as soon as reasonably practical. If the City determines to make necessary repairs or to restore the Property following an event of casualty, it shall cause the repairs and renovations to be made in a good and workmanlike manner, and in compliance with all applicable governmental laws and regulations and in accordance with Project Plans, as may be amended by written agreement of the Parties. If the City determines to make necessary repairs or to restore the Property following an event of casualty, the schedule for evaluation and implementation of repairs and restoration will be determined based on mutual agreement by the Parties within thirty (30) days, or as soon as reasonably practicable. In the event the Property is substantially destroyed, the Lease may be terminated by either Party, in which event the remaining unpaid Lease Payment(s) shall cease as of the effective date of such termination. Either Party shall give thirty (30) days' written notice when exercising its right to terminate the Agreement due to casualty. Notwithstanding the foregoing, the City expressly acknowledges that the City shall not be excused from paying any Lease Payment(s) if the damage or destruction to the Property is the result of or attributable to the City, its guest(s), licensee(s) or invitee(s). The City shall not be entitled to any compensation or damages for loss in the use of the Property or any portion thereof, or for any inconvenience or annoyance occasioned by damage, repair, restoration or termination of this Lease as a result of any casualty and any proceeds from insurance policies resulting from any casualty shall be paid in accordance with the terms of such policies and this Agreement.

31. **Eminent Domain:**

- a) If the entire Property shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Agreement shall terminate as of the date of such taking, and ECU and the City shall have no further liability or obligation arising under this Agreement after such date, except as otherwise provided for in this Agreement.
- b) If more than twenty-five percent (25%) of the Property is taken, or if by reason of any taking, regardless of the amount so taken, the remainder of the Property is rendered unusable for the permitted use, either the City or ECU shall have the right to terminate this Agreement as of the date the City is required to vacate the portion of the Property taken, upon giving notice of such election within thirty (30) days after receipt by the City from ECU of written notice that said Property has been or will be so taken. In the event of such termination, both the City and ECU shall be released from any liability or obligation under this Agreement arising after the date of termination, except as otherwise provided for in this Agreement.
- c) If this Agreement is not terminated on account of a taking as provided herein above, then the City shall continue to occupy that portion of the Property not taken and the annual rent provided for herein and other

sums due under the Agreement shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining.

- d) ECU shall be entitled to the condemnation award for any taking of the Property or any part thereof. Notwithstanding this entitlement, the City is entitled to any and all proceeds for any condemnation relating to the improvements constructed, renovated or repaired on the Property by the City and shall be considered the property of the City.
- e) Further, the City's right to receive any amounts separately awarded to the City directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests shall not be affected in any manner by the provisions of this paragraph.

32. **Prohibition of Liens/Use as Security:** The City agrees that it will not permit the claim of any contractor, subcontractor, mechanic, laborer or materialmen to become and remain a lien on the Property or upon the right, title or interest of the City created by this Agreement after the indebtedness secured by such lien shall become due.

33. **Removal of Liens:** If any such mechanics' liens or materialmen's lien or other lien shall be recorded against the Property or any improvements thereof, or against the City's leasehold interest, the City shall cause the same to be removed or, and in the alternative, if the City in good faith desires to contest the same, the City shall be privileged to do so, but in such case the City hereby agrees to indemnify, defend, and save harmless ECU for all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure upon said lien, cause the same to be discharged and removed prior to the execution of such judgment.

34. **Exercise of Right and Notice:** All notices, demands or other communications of any type given by a party to the other, whether required by this Agreement or in any way related to this Agreement, shall be made effective by the personal delivery or by the mailing of a written notice of such exercise to the other party unless a specific provision of this Agreement provides otherwise. Notice shall be effective upon any actual delivery or three days after mailing by first class, United States mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth below:

<u>East Carolina University</u> Attn: Kevin Carraway 200 East First Street Mail Stop 208 Greenville, NC 27858-04393 <u>Copy to: ECU General Counsel</u> 215 Spilman Building, MS 103 Greenville, NC 27858	<u>City of Greenville:</u> City Manager 200 West Fifth Street Greenville, NC 27835 <u>Copy to: City Attorney</u> 200 West Fifth Street Greenville, NC 27835
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Copy to: State Property Office 1321 Mail Service Center Raleigh, NC 27699-1321	
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35. **Payment of Taxes:**

- a) ECU and the City acknowledge that the Property is owned by the State of North Carolina through ECU and that no City or County property taxes shall be due and payable thereon.
- b) The City shall be solely responsible for the payment of all personal property taxes lawfully levied against personal property of the City of any kind upon or about the premises.
- c) The City shall be solely responsible for any collection and/or payment of Federal, State or Local sales or use tax, or similar fees or taxes and /or licensing fees resulting from operations when the City is holding games, events or activities at the Property.
- d) The City shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

36. **Assignment and Subletting:** The City shall not assign or transfer this Agreement or sublet the Property or any part of the Property without the prior written consent of ECU and the State of North Carolina, which can be withheld at the sole discretion of ECU and/or the State of NC. Notwithstanding the foregoing, it is understood and agreed that the City may enter a license or use agreement (“Use Agreement”) with a third party (“licensee”) to use the Property. No assignment or sublease shall relieve the City from any of its obligations hereunder, and every Use Agreement shall recite (a) that it is and shall be subject and subordinate to the provisions of this Lease, and (b) that the termination or cancellation of this Lease shall constitute a termination and cancellation of such assignment or sublease.

37. **Tenant’s Right to Enter License or Use Agreements:** It is understood and agreed that the City may enter into a Use Agreement with a licensee to use the Property prior to the expiration of the Transition Period for any permitted activity or use under this Agreement to occur after the expiration of the Transition Period. Further, after the expiration of the Transition Period, the City shall have the right to enter into any Use Agreement with a licensee to use the Property for a permitted activity or use under this Agreement for the remainder of the Term of this Agreement.

Notwithstanding any provision of said Use Agreement, as between ECU and the City, the City shall be responsible for any obligation or responsibility of the City as set forth in this Agreement. In no event shall said Use Agreement allow any use of the Property or extend any rights or

privileges in addition to those allowed or conferred upon the City pursuant to this Agreement. Additionally, said Use Agreement shall require licensee to:

- a) Comply with the City's use limitations set forth herein;
- b) Insure and keep in effect, at all times during the term of this Agreement, at its own cost and expense, insurance on the Property against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 and an aggregate of not less than \$3,000,000 with ECU named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina and to provide the City with a certificate of insurance evidencing said coverage;
- c) Agree to indemnify and hold harmless, to the extent permitted and limited by the laws of North Carolina, ECU, the State of North Carolina and their respective officers, board members, trustees, employees, and agents and the City and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or property damage, associated with the programs and activities conducted by licensee on or within the demised premises;
- d) Observe all applicable local, state, and federal laws and regulations as they pertain to licensee's use and occupation of the Property.

38. **Governing Law:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without reference to any conflict or choice of laws provision which would operate to make the internal laws of any jurisdiction applicable.

39. **Venue:** The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this Agreement shall be in the state or federal courts with appropriate jurisdiction located within the State of North Carolina.

40. **Force Majeure:** Other than payment obligations required by this Agreement, neither Party hereto shall be required to perform any term, condition, or covenant of this Agreement during such time performance, after the exercise of due diligence to perform is delayed or prevented by acts of God, civil riots, insurrection, acts or threats of war or other act of any foreign nation, domestic and/or foreign terrorism, organized labor disputes, weather event(s), including but not limited to, fire, earth quake, flood, hurricane, tornado, inability to procure materials, failure of power, pandemic, plague, epidemic, governmental restrictions, including interruption by government or court order (federal and state, national, state or regional emergency, or other cause or unlike any cause mentioned above whether natural or man-caused, which is beyond the reasonable control or authority of the Party delayed in performing work or doing acts

required under the terms of this Agreement (each a “Force Majeure”). The Party claiming a Force Majeure shall notify the other Party in writing within ten (10) days after the commencement, and within ten (10) days after the termination, of each Force Majeure. Notwithstanding the foregoing, the lack of adequate funds or a financial inability to perform shall not be deemed to be causes beyond the reasonable control of the nonperforming Party. Additionally, in the event that the Property is destroyed and can no longer be used for the purpose intended herein, either Party shall be permitted to exercise their right to terminate the Agreement under Paragraph 30, *Casualty*, and obligations, including payment, shall cease as of the effective date of termination.

41. **Survival and Binding Effect:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, beneficiaries, legal representatives, successors and permitted assigns.

42. **Amendment and Waiver:** Neither this Agreement nor any provision hereof may be amended, except by written instrument signed by authorized representatives of both Parties. Failure by either Party to insist on strict compliance with any term or condition shall not be deemed a waiver of said compliance.

43. **Successors in Interest:** Each and every covenant, condition, and restriction in this Lease shall inure to the benefit of and shall be binding upon the successors in interest of ECU, and, subject to the restrictions set forth above, the authorized encumbrances, assignees, transferees, subtenants, licensees, and other successors in interest of the City.

44. **Unenforceability:** If any provision of this Agreement is held to be illegal, invalid, void or unenforceable by a court of competent jurisdiction, such provision shall be severable and the remainder of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated.

45. **Relationship of Parties:** Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between ECU and the City, and neither the method of computation of rent nor any other provisions contained in this Agreement nor any acts of the Parties shall be deemed to create any relationship between ECU and the City, other than the relationship of landlord and tenant.

46. **Entire Agreement:** This Agreement is the only agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

47. **Execution of Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

48. **Recording of Short Form Lease:** Within ten (10) days following full execution of this Agreement, the City shall, at the City's expense, record a Memorandum of Lease in the Office of the Register of Deeds of Pitt County. The form of which shall substantially match that of **Attachment 2** and is incorporated herein by reference. Duplicate originals of this Agreement and Memorandum of this Agreement shall be executed and one original of each document shall be committed provided to ECU and City Clerk for safekeeping.

49. **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 prior to exercising their rights under law.

50. **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 Parties from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

51. **Hazardous Materials:** The City shall be fully responsible for damage, loss, or expense resulting from the existence on the Property of any Hazardous Materials generated, released, stored, disposed of, or transported to, over or upon the Property during the Term of this Agreement. Any Hazardous Materials that existed on the Property prior to the expiration of the Transition Period shall not be the responsibility of the City, and ECU and/or the State of North Carolina shall provide the City with any and all environmental reports regarding the Property, and a certification that no hazardous materials exist on the Property as of the expiration of the Transition Period of this Agreement.

"Hazardous Material" means and includes, without limitation, (a) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, or in any applicable state or local law or regulation, (b) hazardous substances, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), or in any applicable state or local law or regulation, (c) defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute, or regulation may be amended from time to time; (ii) "Release" shall have the meaning given such term, in Environmental Laws, including, without limitation, CERCLA; and (iii) "Environmental Law" or "Environmental Laws" shall mean "Super Fund" or "Super Lien" law or any other federal, state, or local statute, law, ordinance, or code, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be legally in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated and officially adopted thereunder or in connection therewith: Super Fund Amendments and Reauthorization Act of 1986 ("SARA"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); the Clean Air Act ("CAA"); the Clean Water Act ("CWA"); the Toxic Substance Control Act ("TSCA"); the Solid Waste Disposal Act ("SWDA", as amended by the Resource Conservation and Recovery Act ("RCRA"); the Hazardous Waste

Management System; and the Occupational Safety and Health Act of 1970 (“OSHA”). All obligations and liabilities arising under this Section which arise out of events or actions after the Transition Period, and occurring prior to the expiration or termination of this Agreement shall survive the expiration, termination, cancellation or release of record of this Agreement.

52. **E-Verify Requirements:** The Parties represent and covenant that its contractors and subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (a) shall have the meanings intended by NCGS § 143-129(j); and (iii) the Parties are relying on this subsection (a) in entering into this Agreement. (b) If this Agreement is subject to NCGS § 143-133.3, the Parties and its contractors and subcontractors shall comply with the requirements of Article 2, Chapter 64 of the NCGS.

53. **Iran Divestment:** The Parties hereby certify that, they are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58. The Parties shall not utilize in the performance of the Agreement any contractor that is identified on the Iran Final Divestment List.

54. **E-Signatures.** As it is applicable to this Agreement, the Parties agree to and adopt the terms and conditions of the Uniform Electronic Transactions Act (the “Act”), as adopted in North Carolina General Statutes Chapter 66, including but not limited to the provisions governing electronic signatures. As such, this Agreement is “signed” if it includes a digital signature, symbol, and/or action that is adopted or performed by either Party or Party’s Electronic Agent (as defined in the Act) with the present intent to authenticate or manifest assent to the Agreement.

[Signatures Begin on Next Page]

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.

Lessor:

EAST CAROLINA UNIVERSITY

By: _____

Name, Title

Date: _____

ATTEST:

By: _____

_____, _____

[Seal]

NORTH CAROLINA
_____ **COUNTY**

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that _____,

_____ of _____, personally appeared before me this day and acknowledged the due execution by him/her of the foregoing instrument in accordance with the authority vested in him/her and for the purposes therein expressed. IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ____ day of _____, 20__.

Notary Public

(Official Seal)

My Commission expires: _____

[Signatures Continued on Next Page]

Lessee:
CITY OF GREENVILLE

By: _____
P.J. Connelly, Mayor

Date: _____

ATTEST:

By: _____

Valerie Shiuwegar, City Clerk

[Seal]

**NORTH CAROLINA
PITT COUNTY**

I _____, a Notary Public in and for the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that she is Clerk of CITY OF GREENVILLE, a North Carolina municipal corporation, and that by authority duly given and as the act of the CITY OF GREENVILLE, the foregoing instrument was signed in its corporate name by its Mayor, sealed with its corporate seal, and attested by herself as Clerk.

Witness my hand and Notarial Seal, this the ____ day of _____, 20____.

Notary Public

(Official Seal)

My Commission expires: _____

[Signatures Continued on Next Page]

APPROVED AS TO FORM:

By: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

By: _____
Jacob Joyner, Chief Financial Officer

Account Number: _____ Project Code: _____

ATTACHMENT 1
PROPERTY DESCRIPTION AND MAP

Description:

Name of Property: ECU North Recreational Complex
Location: 3764 US-264, Greenville, N.C. 27834
Pitt County Tax Parcel #: 58471
Approximate Acreage: 128

Property Facilities and Amenities as of the Effective Date:

- a) Eight Natural Turf Multipurpose Activity Fields With Lights:
 - Fields Sized to Accommodate Soccer, Flag Football, Lacrosse, & Rugby
- b) Field House that Provides Equipment Storage and a Covered Seating Area With Restrooms
- c) Parking Lot Adjacent to Field House
- d) Odyssey High Challenge Course:
 - Approximately 40 Feet Tall with 8 Distinct High Elements.
 - Main Course is Approximately 120 Feet Long With Approximate 300 Feet Zip Lines
- e) Six Acre Pond:
 - Pond Used for Fishing and Boating
 - Sunbathing Sand Beach Contiguous to the Pond
 - .5 Mile Trail Around the Pond
 - Outdoor Fitness Equipment
- f) Boat House Adjacent to the Six Acre Pond Used to Store Equipment and Supplies Related to Water Sports on the Property
- g) 18-Hole Disc Golf Course on North Side of the Property
- h) Sand Volleyball Court
- i) Natural Vegetation and Trees on the Northern end of the Property and the Western Side of the Property

ATTACHMENT 1 (CONTINUED)
PROPERTY DESCRIPTION AND MAP

Map:



ATTACHMENT 2
Memorandum of Lease

Prepared by and
upon recording mail to:

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this “Memorandum”), is made and entered into as of the date of the last notary signature below (the “Effective Date”), by and between the State of North Carolina through East Carolina University, a constituent institution of the University of North Carolina System as designated by N.C.G.S. § 116-4 (“ECU”), whose principal address is 1000 E 5th Street, Greenville, NC 27858 and the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina (the “City”), whose principal mailing address is PO BOX 7207, Greenville, NC 27835. ECU and the City may be referenced collectively in this Agreement as the “Parties” or each individually as a “Party.”

W I T N E S S E T H:

1. Pursuant to the terms of that certain Lease Agreement dated _____, by and between the State of North Carolina through ECU and the City (the “Lease”), ECU has leased to the City and the City has leased from ECU, that certain real property (the “Property”) situated in the City of Greenville, County of Pitt, State of North Carolina and more particularly described on Attachment 1 attached hereto and made a part hereof.
2. The Lease commenced or shall commence on or about _____ and shall expire on or about _____, subject to the City’s option to extend the Lease upon mutual agreement of the Parties for additional periods. The terms, covenants, conditions, limitations and restrictions governing the City’s occupancy of the Property are set forth in the Lease which by this reference is incorporated herein with the same force and effect as though set forth at length herein.
3. ECU and the City have executed and delivered this Memorandum for the purpose of memorializing, of record, their mutual understandings regarding the Lease and the option right. All of the terms, covenants and conditions regarding the foregoing are more particularly set forth in the Lease. In the event of conflict between the terms and conditions set forth in this Memorandum and the terms and conditions set forth in the Lease, the terms and conditions of the Lease shall govern and control.
4. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and incorporated herein by reference.

[Signatures on Next Page]

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.

Lessor:
EAST CAROLINA UNIVERSITY

By: _____
Name, Title

Date: _____

ATTEST:

By: _____
_____, _____

[Seal]

NORTH CAROLINA
_____ **COUNTY**

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that _____, of _____, personally appeared before me this day and acknowledged the due execution by him/her of the foregoing instrument in accordance with the authority vested in him/her and for the purposes therein expressed. IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ____ day of _____, 20__.

Notary Public

(Official Seal)

My Commission expires: _____

[Signatures Continued on Next Page]

Lessee:
CITY OF GREENVILLE

By: _____
P.J. Connelly, Mayor

Date: _____

ATTEST:

By: _____

Valerie Shiuwegar, City Clerk

[Seal]

**NORTH CAROLINA
PITT COUNTY**

I _____, a Notary Public in and for the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that she is Clerk of CITY OF GREENVILLE, a North Carolina municipal corporation, and that by authority duly given and as the act of the CITY OF GREENVILLE, the foregoing instrument was signed in its corporate name by its Mayor, sealed with its corporate seal, and attested by herself as Clerk.

Witness my hand and Notarial Seal, this the ____ day of _____, 20__.

Notary Public

(Official Seal)

My Commission expires: _____

[Signatures Continued on Next Page]

APPROVED AS TO FORM:

By: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

By: _____
Jacob Joyner, Chief Financial Officer

Account Number: _____ Project Code: _____

ATTACHMENT 2
MEMORANDUM OF LEASE

PROPERTY DESCRIPTION AND MAP

Description:

Name of Property: ECU North Recreational Complex
Location: 3764 US-264, Greenville, N.C. 27834
Pitt County Tax Parcel #: 58471
Approximate Acreage: 128

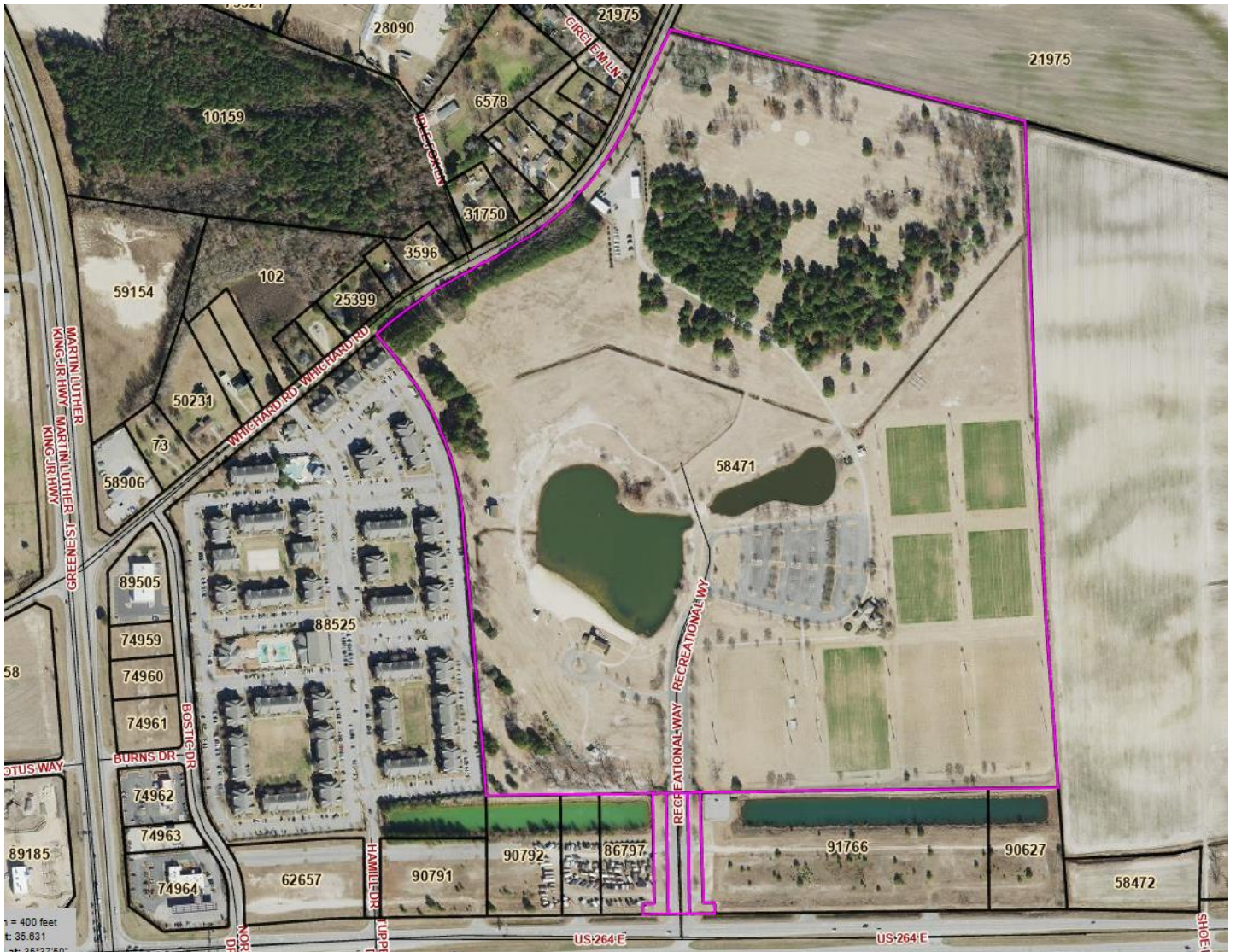
Property Facilities and Amenities as of the Effective Date:

- a) Eight Natural Turf Multipurpose Activity Fields With Lights:
 - Fields Sized to Accommodate Soccer, Flag Football, Lacrosse, & Rugby
- b) Field House that Provides Equipment Storage and a Covered Seating Area With Restrooms
- c) Parking Lot Adjacent to Field House
- d) Odyssey High Challenge Course:
 - Approximately 40 Feet Tall with 8 Distinct High Elements.
 - Main Course is Approximately 120 Feet Long With Approximate 300 Feet Zip Lines
- e) Six Acre Pond:
 - Pond Used for Fishing and Boating
 - Sunbathing Sand Beach Contiguous to the Pond
 - .5 Mile Trail Around the Pond
 - Outdoor Fitness Equipment
- f) Boat House Adjacent to the Six Acre Pond Used to Store Equipment and Supplies Related to Water Sports on the Property
- g) 18-Hole Disc Golf Course on North Side of the Property
- h) Sand Volleyball Court
- i) Natural Vegetation and Trees on the Northern end of the Property and the Western Side of the Property

ATTACHMENT 2
MEMORANDUM OF LEASE

PROPERTY DESCRIPTION AND MAP

Map:



ATTACHMENT 3
EQUIPMENT LIST

DRAFT



City of Greenville, North Carolina

Meeting Date: 09/08/2025

Title of Item: Budget Ordinance Amendment #2 Amending the 2025-2026 City of Greenville Budget (Ordinance #25-020), Health Fund (Ordinance #25-020), Vehicle Replacement Fund (Ordinance #25-020), Facilities Improvement Fund (Ordinance #25-020), Transit Fund (Ordinance #25-020), Fleet Maintenance Fund (Ordinance #25-020), Sanitation Fund (Ordinance #25-020), Stormwater Management Utility Fund (Ordinance #25-020), Engineering Capital Projects Fund (Ordinance #20-019), Donations Fund (Ordinance #18-062), Capital Project Management Fund (Ordinance #24-040), Occupancy Tax Fund (Ordinance #25-020), Capital Reserve Fund (Ordinance #25-020), and Pitt-Greenville Convention & Visitors Authority Fund (Ordinance #25-020)

Explanation: Attached for consideration at the September 8, 2025 City Council meeting is Budget Ordinance Amendment #2 Amending the 2025-2026 City of Greenville Budget (Ordinance #25-020), Health Fund (Ordinance #25-020), Vehicle Replacement Fund (Ordinance #25-020), Facilities Improvement Fund (Ordinance #25-020), Transit Fund (Ordinance #25-020), Fleet Maintenance Fund (Ordinance #25-020), Sanitation Fund (Ordinance #25-020), Stormwater Management Utility Fund (Ordinance #25-020), Engineering Capital Projects Fund (Ordinance #20-019), Donations Fund (Ordinance #18-062), Capital Project Management Fund (Ordinance #24-040), Occupancy Tax Fund (Ordinance #25-020), Capital Reserve Fund (Ordinance #25-020), and Pitt-Greenville Convention and Visitors Authority Fund (Ordinance #25-020).

For ease of reference, a footnote has been added to each line item of the Budget Ordinance Amendment, which corresponds to the explanation below:

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	Recognize prior fiscal year 2024-2025 encumbrances and carryovers in the City's Operating Funds	General Fund	\$3,890,266
		Health Fund	91,217
		Vehicle Replacement Fund	1,885,594
		Facilities Improvement Fund	255,557
		Transit Fund	1,459,254
		Fleet Maintenance Fund	167,102
		Sanitation Fund	3,063,480
		Stormwater Management Fund	959,595

B	Recognize previously appropriated transfer for the purposes of sidewalk and ADA improvements	Engineering Capital Projects Fund	200,000
C	Recognize donated funds to the Police Department for the purposes of the Backpacks for Kids program	Donations Fund	4,000
D	Recognize revenues and establish appropriations for the completion of a City Sports Complex	Capital Project Management Fund Occupancy Tax Fund Capital Reserve Fund General Fund	14,000,000 1,000,000 1,000,000 1,000,000
E	Appropriate fund balance for the purposes in engaging in a multiyear advertising project to promote the City	Pitt-Greenville Convention and Visitors Authority (CVA)	140,000

Fiscal Note:

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2025-26 Revised Budget</u>	<u>Amendment #2</u>	<u>2025-26 Budget per Amend #2</u>
General	\$118,864,369	\$4,890,266	\$123,754,635
Debt Service	7,368,819	-	7,368,819
Public Transportation (Transit)	4,869,989	1,459,254	6,329,243
Fleet Maintenance	6,577,898	167,102	6,745,000
Sanitation	11,900,000	3,063,480	14,963,480
Stormwater	11,390,000	959,595	12,349,595
Inspections	1,900,000	-	1,900,000
Housing	5,394,034	-	5,394,034
Affordable Housing	4,803,600	-	4,803,600
Health Insurance	14,900,000	91,217	14,991,217
Vehicle Replacement	1,200,000	1,885,594	5,487,002
Facilities Improvement	1,222,978	255,557	1,478,535
Special Revenue Grants	19,889,764	-	19,889,764
Public Works Capital Projects	43,478,246	-	43,478,246
Recreation & Parks Capital Projects	33,625,146	-	33,625,146
Community Development Capital Projects	19,970,634	-	19,970,634
Occupancy Tax	750,000	1,000,000	1,750,000

Engineering Capital Projects	72,300,525	200,000	72,500,525
Fire/Rescue Capital Projects	12,317,183	-	12,317,183
Capital Project Management Fund	660,000	14,000,000	14,660,000
Donations	601,986	4,000	605,986
Enterprise Capital Projects	37,634,181	-	37,634,181
IT Capital Projects Fund	3,820,991	-	3,820,991
Capital Reserve Fund	-	1,000,000	1,000,000
Pitt-Greenville Convention and Visitors Authority (CVA)	2,223,146	140,000	2,363,146
ARPA Fund	24,867,811	-	24,687,811
Opioid Settlement Fund	500,877	-	500,877

Recommendation: Approve Budget Ordinance Amendment #2 Amending the 2025-2026 City of Greenville Budget (Ordinance #25-020), Health Fund (Ordinance #25-020), Vehicle Replacement Fund (Ordinance #25-020), Facilities Improvement Fund (Ordinance #25-020), Transit Fund (Ordinance #25-020), Fleet Maintenance Fund (Ordinance #25-020), Sanitation Fund (Ordinance #25-020), Stormwater Management Utility Fund (Ordinance #25-020), Engineering Capital Projects Fund (Ordinance #20-019), Donations Fund (Ordinance #18-062), Capital Project Management Fund (Ordinance #24-040), Occupancy Tax Fund (Ordinance #25-020), Capital Reserve Fund (Ordinance #25-020), and Pitt-Greenville Convention & Visitors Authority Fund (Ordinance #25-020).

ATTACHMENTS

☐ [BA26-2.pdf](#)

**ORDINANCE NO. 25-
CITY OF GREENVILLE, NORTH CAROLINA**

Ordinance (#2) Amending the 2025-26 Budget (Ordinance #25-020), Health Fund (Ordinance #25-020), Vehicle Replacement Fund (Ordinance #25-020), Facilities Improvement Fund (Ordinance #25-020), Transit Fund (Ordinance #25-020), Fleet Maintenance Fund (Ordinance #25-020), Sanitation Fund (Ordinance #25-020), Stormwater Management Utility Fund (Ordinance #25-020), Engineering Capital Projects Fund (Ordinance #20-019), Donations Fund (Ordinance #18-062), Capital Project Management Fund (Ordinance #24-040), Occupancy Tax Fund (Ordinance #25-020), Capital Reserve Fund (Ordinance #25-020), Pitt-Greenville Convention & Visitors Authority Fund (Ordinance #25-020).

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #25-020 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

Budget Amendment #2						
	2025-26 Revised Budget			Total Amend #2	2025-26 Budget per Amend #2	
		A.	B.			
ESTIMATED REVENUES						
Property Tax	\$ 46,665,522	\$ -	\$ -	\$ -	\$ 46,665,522	
Sales Tax	30,512,904	-	-	-	30,512,904	
Video Prog. & Telecom. Service Tax	704,948	-	-	-	704,948	
Rental Vehicle Gross Receipts	177,000	-	-	-	177,000	
Utilities Franchise Tax	7,492,757	-	-	-	7,492,757	
Motor Vehicle Tax	1,803,631	-	-	-	1,803,631	
Other Unrestricted Intergov't	905,000	-	-	-	905,000	
Powell Bill	2,960,000	-	-	-	2,960,000	
Restricted Intergov't Revenues	1,019,000	-	-	-	1,019,000	
Licenses, Permits and Fees	4,255,199	-	-	-	4,255,199	
Rescue Service Transport	4,758,234	-	-	-	4,758,234	
Parking Violation Penalties, Leases,	625,000	-	-	-	625,000	
Other Revenues	1,957,919	-	-	-	1,957,919	
Interest on Investments	4,723,564	-	-	-	4,723,564	
Transfers In GUC	9,053,691	-	-	-	9,053,691	
Appropriated Fund Balance	1,250,000	3,890,266	1,000,000	4,890,266	6,140,266	
Transfer from Other Funds	-	-	-	-	-	
Total Revenues	\$ 118,864,369	\$ 3,890,266	\$ 1,000,000	\$ 4,890,266	\$ 123,754,635	
APPROPRIATIONS						
Mayor/City Council	\$ 594,774	\$ 14,247	\$ -	\$ 14,247	\$ 609,021	
City Manager	3,739,853	391,648	-	391,648	4,131,501	
City Clerk	409,795	-	-	-	409,795	
City Attorney	778,519	-	-	-	778,519	
Human Resources	4,288,734	66,509	-	66,509	4,355,243	
Information Technology	4,963,701	329,244	-	329,244	5,292,945	
Engineering	6,511,815	626,692	-	626,692	7,138,507	
Fire/Rescue	23,151,151	110,962	-	110,962	23,262,113	
Financial Services	4,163,083	77,438	-	77,438	4,240,521	
Recreation & Parks	10,703,129	318,524	-	318,524	11,021,653	
Police	34,263,570	280,965	-	280,965	34,544,535	
Public Works	7,972,043	896,767	-	896,767	8,868,810	
Planning & Development	1,712,043	138,259	-	138,259	1,850,302	
Neighborhood & Business Services	1,771,048	434,059	-	434,059	2,205,107	
Project Management	239,673	204,953	-	204,953	444,626	
OPEB	700,000	-	-	-	700,000	
Contingency	40,000	-	-	-	40,000	
Indirect Cost Reimbursement	(1,950,887)	-	-	-	(1,950,887)	
Total Appropriations	\$ 104,052,044	\$ 3,890,266	\$ -	\$ 3,890,266	\$ 107,942,310	
OTHER FINANCING SOURCES						
Transfers to Other Funds	\$ 14,812,325	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 15,812,325	
Total Other Financing Sources	\$ 14,812,325	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 15,812,325	
Total Approp & Other Fin Sources	\$ 118,864,369	\$ 3,890,266	\$ 1,000,000	\$ 4,890,266	\$ 123,754,635	

Section II: Estimated Revenues and Appropriations. Health Fund, of Ordinance #25-020 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Original Budget	A.	Total Amend #2	2025-26 Budget per Amend #2
ESTIMATED REVENUES				
City Contribution	\$ 11,582,428	\$ -	\$ -	\$ 11,582,428
Other Agencies	1,103,731	-	-	1,103,731
Retiree Contributions	1,327,544	-	-	1,327,544
Other Revenues	4,246	-	-	4,246
Insurance Company Refund/Reimbursement	240,000	-	-	240,000
Appropriated Fund Balance	642,051	91,217	91,217	733,268
Total Revenues	\$ 14,900,000	\$ 91,217	\$ 91,217	\$ 14,991,217
APPROPRIATIONS				
City Claims	\$ 12,228,608	\$ 91,217	\$ 91,217	\$ 12,319,825
Library Claims	230,602	-	-	230,602
CVA Claims	58,218	-	-	58,218
Housing Authority Claims	896,878	-	-	896,878
Airport Claims	195,338	-	-	195,338
Retiree Claims	1,177,015	-	-	1,177,015
Other Expenses	113,341	-	-	113,341
Total Appropriations	\$ 14,900,000	\$ 91,217	\$ 91,217	\$ 14,991,217

Section III: Estimated Revenues and Appropriations. Vehicle Replacement Fund, of Ordinance #25-020 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Original Budget	A.	Total Amend #2	2025-26 Budget per Amend #2
ESTIMATED REVENUES				
Sale of Property	\$ -	\$ -	\$ -	\$ -
Other Revenues	-	-	-	-
Transfer from City Departments	-	-	-	-
Transfer from Other Funds	3,601,408	-	-	3,601,408
Appropriated Fund Balance	-	1,885,594	1,885,594	1,885,594
Total Revenues	\$ 3,601,408	\$ 1,885,594	\$ 1,885,594	\$ 5,487,002
APPROPRIATIONS				
Capital Equipment	\$ 3,601,408	\$ 1,885,594	\$ 1,885,594	\$ 5,487,002
Total Appropriations	\$ 3,601,408	\$ 1,885,594	\$ 1,885,594	\$ 5,487,002

Section IV: Estimated Revenues and Appropriations. Facilities Improvement Fund, of Ordinance #25-020 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Revised Budget	A.	Total Amend #2	2025-26 Budget per Amend #2
ESTIMATED REVENUES				
Transfer from General Fund	\$ 1,200,000	\$ -	\$ -	\$ 1,200,000
Transfer from Other Funds	22,978	-	-	22,978
Other Revenues	-	-	-	-
Appropriated Fund Balance	-	255,557	255,557	255,557
Total Revenues	\$ 1,222,978	\$ 255,557	\$ 255,557	\$ 1,478,535
APPROPRIATIONS				
Capital Improvement	\$ 1,222,978	\$ 255,557	\$ 255,557	\$ 1,478,535
Other Expenses	-	-	-	-
Transfer to Other Funds	-	-	-	-
Total Appropriations	\$ 1,222,978	\$ 255,557	\$ 255,557	\$ 1,478,535

Section V: Estimated Revenues and Appropriations. Transit Fund, of Ordinance #25-020 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Original Budget	A.	Total Amend #2	2025-26 Budget per Amend #2
ESTIMATED REVENUES				
Grant Income	\$ 3,822,289	\$ -	\$ -	\$ 3,822,289
Bus Fare Ticket Sales	209,500	-	-	209,500
Other Revenues	63,200	-	-	63,200
Transfer from General Fund	775,000	-	-	775,000
Transfer from Other Funds	-	-	-	-
Appropriated Fund Balance	-	1,459,254	1,459,254	1,459,254
Total Revenues	\$ 4,869,989	\$ 1,459,254	\$ 1,459,254	\$ 6,329,243
APPROPRIATIONS				
Personnel	\$ 1,374,427	\$ -	\$ -	\$ 1,374,427
Operating	2,314,828	522,490	522,490	2,837,318
Capital Improvements	1,180,734	936,764	936,764	2,117,498
Other Expenses	-	-	-	-
Total Appropriations	\$ 4,869,989	\$ 1,459,254	\$ 1,459,254	\$ 6,329,243

Section VI: Estimated Revenues and Appropriations. Fleet Maintenance Fund, of Ordinance #25-020 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Original Budget	A.	Total Amend #2	2025-26 Budget per Amend #2
ESTIMATED REVENUES				
Fuel Markup	\$ 1,766,550	\$ -	\$ -	\$ 1,766,550
Labor Fees	2,113,610	-	-	2,113,610
Parts Markup	1,894,473	-	-	1,894,473
Commercial Labor Markup	753,165	-	-	753,165
Other Revenues	50,100	-	-	50,100
Transfer from General Fund	-	-	-	-
Transfer from Other Funds	-	-	-	-
Appropriated Fund Balance	-	167,102	167,102	167,102
Total Revenues	\$ 6,577,898	\$ 167,102	\$ 167,102	\$ 6,745,000
APPROPRIATIONS				
Personnel	\$ 2,263,584	\$ -	\$ -	\$ 2,263,584
Operating	4,241,514	123,311	123,311	4,364,825
Capital Outlay	72,800	43,791	43,791	116,591
Other Expenses	-	-	-	-
Transfer to General Fund	-	-	-	-
Total Appropriations	\$ 6,577,898	\$ 167,102	\$ 167,102	\$ 6,745,000

Section VII: Estimated Revenues and Appropriations. Sanitation Fund, of Ordinance #25-020 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Original Budget	A.	Total Amend #2	2025-26 Budget per Amend #2
ESTIMATED REVENUES				
Refuse Fees	\$ 11,593,000	\$ -	\$ -	\$ 11,593,000
Cart and Dumpster	130,000	-	-	130,000
Other Revenues	177,000	-	-	177,000
Appropriated Fund Balance	-	3,063,480	3,063,480	3,063,480
Total Revenues	\$ 11,900,000	\$ 3,063,480	\$ 3,063,480	\$ 14,963,480
APPROPRIATIONS				
Personnel	\$ 4,788,522	\$ -	\$ -	\$ 4,788,522
Operating	5,733,723	216,658	216,658	5,950,381
Capital	1,377,755	2,846,822	2,846,822	4,224,577
Other Expenses	-	-	-	-
Transfer to Other Funds	-	-	-	-
Total Appropriations	\$ 11,900,000	\$ 3,063,480	\$ 3,063,480	\$ 14,963,480

Section VIII: Estimated Revenues and Appropriations. Stormwater Management Utility Fund, of Ordinance #25-020 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Original Budget	A.	Total Amend #2	2025-26 Budget per Amend #2
ESTIMATED REVENUES				
Utility Fee	\$ 11,390,000	\$ -	\$ -	\$ 11,390,000
Other Revenues	-	-	-	-
Transfer from Other Funds	-	-	-	-
Appropriated Fund Balance	-	959,595	959,595	959,595
Total Revenues	\$ 11,390,000	\$ 959,595	\$ 959,595	\$ 12,349,595
APPROPRIATIONS				
Personnel	\$ 4,381,185	\$ -	\$ -	\$ 4,381,185
Operating	4,458,359	515,808	515,808	4,974,167
Capital	2,114,665	443,787	443,787	2,558,452
Other Expenses	435,791	-	-	435,791
Transfer to Other Funds	-	-	-	-
Total Appropriations	\$ 11,390,000	\$ 959,595	\$ 959,595	\$ 12,349,595

Section IX: Estimated Revenues and Appropriations. Engineering Capital Projects Fund, of Ordinance #20-019 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2024-25 Revised Budget	B.	Total Amend #2	2025-26 Budget per Amend #2
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 19,675,000	\$ -	\$ -	\$ 19,675,000
Restricted Intergovernmental - NCDOT	240,000	-	-	240,000
Transfer from ARPA Fund	9,813,000	-	-	9,813,000
Transfer from Capital Reserve	3,266,882	-	-	3,266,882
Transfer from Street Improvement Bond Fund	1,500,000	-	-	1,500,000
Transfer from Other Funds	4,899,182	-	-	4,899,182
Other In-kind Contributions	1,150,000	-	-	1,150,000
Transfer from General Fund	17,681,368	200,000	200,000	17,881,368
Transfer from Stormwater Utility	4,000,000	-	-	4,000,000
Sale of Property	1,433,040	-	-	1,433,040
Long Term Financing	8,642,053	-	-	8,642,053
Total Revenues	\$ 72,300,525	\$ 200,000	\$ 200,000	\$ 72,500,525
APPROPRIATIONS				
BUILD	\$ 48,956,506	\$ -	\$ -	\$ 48,956,506
Pavement Management Program	15,885,508	-	-	15,885,508
Employee Parking Lot	1,293,968	-	-	1,293,968
Ficklen Street Improvements	248,872	-	-	248,872
Dickinson Avenue Improvements	1,250,000	-	-	1,250,000
Mast Arm Project	45,000	-	-	45,000
4th Street Project	1,125,000	-	-	1,125,000
Traffic Safety Improvements	56,000	-	-	56,000
Arts District	885,000	-	-	885,000
North South Connector	1,500,000	-	-	1,500,000
Pavement Conditions	375,000	200,000	200,000	575,000
Safe Streets For All	500,000	-	-	500,000
Transfer to General Fund	179,671	-	-	179,671
Total Appropriations	\$ 72,300,525	\$ 200,000	\$ 200,000	\$ 72,500,525

Section X: Estimated Revenues and Appropriations. Donations Fund, of Ordinance #18-062 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Original Budget	C.	Total Amend #2	2025-26 Budget per Amend #2
ESTIMATED REVENUES				
Restricted Intergov/Donations	\$ 398,698	\$ 4,000	\$ 4,000	\$ 402,698
Transfer From General Fund	203,288	-	-	203,288
Total Revenues	\$ 601,986	\$ 4,000	4,000	\$ 605,986
APPROPRIATIONS				
Mayor & City Council	\$ 550	\$ -	\$ -	\$ 550
Financial Services	1,336	-	-	1,336
Police	81,681	4,000	4,000	85,681
Fire / Rescue	20,202	-	-	20,202
Community Development	3,270	-	-	3,270
Recreation & Parks	494,947	-	-	494,947
Total Appropriations	\$ 601,986	\$ 4,000	4,000	\$ 605,986

Section XI: Estimated Revenues and Appropriations. Capital Project Management Fund, of Ordinance #24-040 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Original Budget	D.	Total Amend #2	2025-26 Budget per Amend #2
ESTIMATED REVENUES				
Transfer from Fire/Rescue Capital Projects Fund	\$ 500,000	\$ -	\$ -	\$ 500,000
Transfer from Other Funds	-	3,000,000	3,000,000	3,000,000
Long Term Financing	-	11,000,000	11,000,000	11,000,000
Other Income	160,000	-	-	160,000
Total Revenues	\$ 660,000	\$ 14,000,000	\$ 14,000,000	\$ 14,660,000
APPROPRIATIONS				
Burn Facility	\$ 500,000	\$ -	\$ -	\$ 500,000
Bradford Creek Improvements	160,000	-	-	160,000
Sports Complex	-	14,000,000	\$ 14,000,000	14,000,000
Total Appropriations	\$ 660,000	\$ 14,000,000	\$ 14,000,000	\$ 14,660,000

Section XII: Estimated Revenues and Appropriations. Occupancy Tax Fund, of Ordinance #25-020 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Original Budget	D.	Total Amend #2	2025-26 Budget per Amend #2
ESTIMATED REVENUES				
Occupancy Tax	\$ 750,000	\$ -	\$ -	\$ 750,000
Transfer from Other Funds	-	-	-	-
Appropriated Fund Balance	-	1,000,000	1,000,000	1,000,000
Total Revenues	<u>\$ 750,000</u>	<u>\$ 1,000,000</u>	<u>\$ 1,000,000</u>	<u>\$ 1,750,000</u>
APPROPRIATIONS				
Operating	\$ 750,000	\$ -	\$ -	\$ 750,000
Service Charge/Collection Fee	-	-	-	-
Payments to CVB	-	-	-	-
Transfer to Other Funds	-	1,000,000	1,000,000	1,000,000
Total Appropriations	<u>\$ 750,000</u>	<u>\$ 1,000,000</u>	<u>\$ 1,000,000</u>	<u>\$ 1,750,000</u>

Section XIII: Estimated Revenues and Appropriations. Capital Reserve Fund, of Ordinance #25-020 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Original Budget	D.	Total Amend #2	2025-26 Budget per Amend #2
ESTIMATED REVENUES				
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -
Appropriated Fund Balance	-	1,000,000	1,000,000	1,000,000
Total Revenues	<u>\$ -</u>	<u>\$ 1,000,000</u>	<u>\$ 1,000,000</u>	<u>\$ 1,000,000</u>
APPROPRIATIONS				
Increase in Reserve	\$ -	\$ -	\$ -	\$ -
Transfer to General Fund	-	-	-	-
Transfer to Other Funds	-	1,000,000	1,000,000	1,000,000
Total Appropriations	<u>\$ -</u>	<u>\$ 1,000,000</u>	<u>\$ 1,000,000</u>	<u>\$ 1,000,000</u>

Section XIV: Estimated Revenues and Appropriations. Pitt-Greenville Convention and Visitors Authority Fund, of Ordinance #25-020 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Original Budget	E.	Total Amend #2	2025-26 Budget per Amend #2
ESTIMATED REVENUES				
Occupancy Tax (2%)	\$ 1,108,097	\$ -	\$ -	\$ 1,108,097
Occupancy Tax (1%)	554,049	-	-	554,049
Capital Reserve	300,000	-	-	300,000
Investment Earnings	-	-	-	-
Other Revenues	151,000	-	-	151,000
Transfer from General Fund	-	-	-	-
Appropriated Fund Balance	110,000	140,000	140,000	250,000
Total Revenues	\$ 2,223,146	\$ 140,000	140,000	\$ 2,363,146
APPROPRIATIONS				
Pitt-Greenville Convention and Visitors A	\$ 2,223,146	\$ 140,000	\$ 140,000	\$ 2,363,146
Total Appropriations	\$ 2,223,146	\$ 140,000	\$ 140,000	\$ 2,363,146

Section XV: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed:

Adopted this 8th day of September, 2025

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk