



Agenda

Greenville City Council

April 8, 2021

6:00 PM

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

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

I. Call Meeting To Order

II. Invocation - Council Member Litchfield

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

1. Richard Gay - Public Works Department Retiree

VII. Public Comment Period

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

an opportunity to speak until the allocated 30 minutes expires.

VIII. Appointments

2. Appointments to Boards & Commissions

IX. New Business

Public Hearings

3. Ordinance to annex North Green Commercial Park involving 2.57 acres located along the southern right-of-way of Greenpark Drive and 630+/- feet north of Staton House Road
4. Ordinance requested by Third Wave Housing, LLC to rezone 12.30 acres located along SW Greenville Boulevard and adjacent to Summer Green Apartments from RA20 (Residential-Agricultural) to R6 (Residential [High Density])
5. Ordinance requested by the Planning and Development Services Department to amend Title 9, Chapter 4 of the City Code to make miscellaneous changes to the Zoning Ordinance
6. Acceptance of Building Reuse Grant and One North Carolina Grant for HC Composites dba World Cat

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 04/08/2021

<u>Title of Item:</u>	Appointments to Boards & Commissions
<u>Explanation:</u>	Appointments are needed for the following boards: Environmental Advisory Commission, Human Relations Council, Pitt-Greenville Convention & Visitors Authority, Recreation & Parks Commission, and the Youth Council.
<u>Fiscal Note:</u>	No direct fiscal impact.
<u>Recommendation:</u>	Make appointments to the Environmental Advisory Commission, Human Relations Council, Pitt-Greenville Convention & Visitors Authority, Recreation & Parks Commission, and the Youth Council.

ATTACHMENTS

 [Appointment List April 2021.pdf](#)

Appointments to Boards and Commissions

April 2021

Environmental Advisory Commission

Council Liaison: Council Member Brian Meyerhoeffer

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

Human Relations Council

Council Liaison: Mayor Pro-Tem Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Maurice Whitehurst <i>(Pitt Community College)</i>	2	Second term	Did not meet attendance Requirement	Oct. 2015

Pitt-Greenville Convention and Visitors Authority

Council Liaison: Council Member Brian Meyerhoeffer

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

Recreation and Parks Commission

Council Liaison: Council Member Monica Daniels

Name	Term	Current Status	Expiration Date
Carrie Watson	First term	Resigned	May 2022

Youth Council

Council Liaison: Mayor Pro-Tem Rose Glover

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

6 spots open

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

Applicants for Environmental Advisory Committee

Dallas Clark
100 Hickory St A-107
Greenville, NC 27858

District #: 3

Application Date: 3/15/2021

Home Phone: (252) 830-8015

Business Phone:

Email: dallasclark73@gmail.com

Applicants for Human Relations Council

None.

Applicants for Pitt-Greenville Convention and Visitors Authority

None.

Applicants for Recreation and Parks Commission

Najiyah Lewis
3160 Ruth Court
Greenville, NC 28734
District #: 2

Application Date: 12/16/2020
Home Phone: (252) 561-5590
Email: covington_najiyah@yahoo.com

Tamilla Wiggins
101 F West Victoria
Greenville, NC 27834
District #: 5

Application Date: 9/16/2020
Home Phone: (252) 258-8580
Email: tamillawiggins@yahoo

Applicants for Youth Council

None.



City of Greenville, North Carolina

Meeting Date: 04/08/2021

Title of Item: Ordinance to annex North Green Commercial Park involving 2.57 acres located along the southern right-of-way of Greenpark Drive and 630+/- feet north of Staton House Road

Explanation: ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: March 29, 2021
2. City Council public hearing date: April 8, 2021
3. Effective date: April 12, 2021

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 2.57
4. Voting District: 1
5. Township: Belvoir
6. Zoning: CH (Heavy Commercial)
7. Existing land use: Vacant
8. Anticipated land use: Overnight truck parking with 8 parking spaces and 5 diesel pumps
9. Population estimate

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



10. Rural fire tax district: Staton House
11. Greenville fire district: Station 4 (1.0 miles)
12. Present tax value: \$242,865

13. Estimated tax value: \$ 750,000

Fiscal Note: The total estimated tax value at full development is \$750,000.

Recommendation: Approve the attached ordinance to annex North Green Commercial Park

ATTACHMENTS

-  [Ordinance_-_North_Green_Comm_Park.pdf](#)
-  [North Green Survey \(Greenpark Diesel\).pdf](#)

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

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a virtual public hearing on the question of this annexation was held electronically at 6:00 p.m. on the 8th day of April, 2021, after due notice by publication in The Daily Reflector on the 29th day of March, 2021; and

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

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

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

TO WIT: Being all of that certain property as shown on the annexation map entitled “North Green Commercial Park”, involving 2.57 acres prepared by Rivers and Associates.

LOCATION: Situate in Belvoir Township, Pitt County, North Carolina, located along the southern right-of-way of Greenpark Drive and 630+/- feet north of Staton House Road.

GENERAL DESCRIPTION:

All that certain tract or parcel of land lying and being situated in Belvoir Township, Pitt County, N.C., bounded on the north and west by Greenpark Drive, on the east by Lot 11 North Green Commercial Park on the south by Lot 4 North Green Commercial Park and being described by metes and bounds as follows:

Beginning at an existing pk nail (disturbed) located in the southern right of way of Greenpark Drive, said point marking the northwestern corner of Lot 11, North Green Commercial Park recorded in Map Book 75 Page 23 and being located within the City Limits of Greenville; thence with the western line of Lot 11, the old City Limits line, S 19°21'29" W a distance of 290.82 feet

to a point marking the northeastern corner of Lot 4, North Green Commercial Park recorded in Map Book 78 Page 113 ; thence with the northern line of Lot 4 North Green Commercial Park, the old City Limits N 70°30'31" W a distance of 347.79 feet to a point; thence N 63°42'44" W a distance of 112.47 feet to a point inside the cul-de-sac right way; thence cornering with the old City Limit Line and the existing southern right of way of Greenpark Drive with a curve to the right, having an arc length of 457.37 feet, a radius of 315.00 feet, and a chord bearing and distance of N 67°54'51" E 418.24 feet to a point; thence continuing with the old City Limit line which is contiguous to the southern right of way of Greenpark Drive S 70°29'25" Each distance of 145.92 feet to the POINT OF BEGINNING; containing an area of 2.57 acres (112,154.2 square feet) more or less and being a portion of that property recorded in Deed Book 2039 Page 551 to be annexed into the City of Greenville, and further shown on a map by Rivers and Associates, Inc. drawing Z-2664 dated January 20, 2021, signed on February 4, 2021, entitled Annexation Map for North Green Commercial Park Future Lot, which by reference is made a part hereof.

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

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

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

Section 5. This annexation shall take effect from and after the 12th day of April, 2021.

ADOPTED this 12th day of April, 2021.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

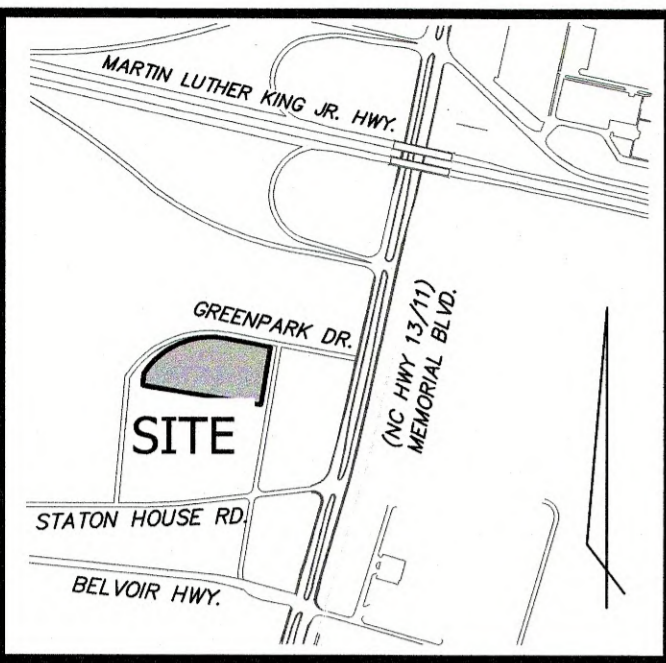
I, Camillia P. Smith, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing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

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

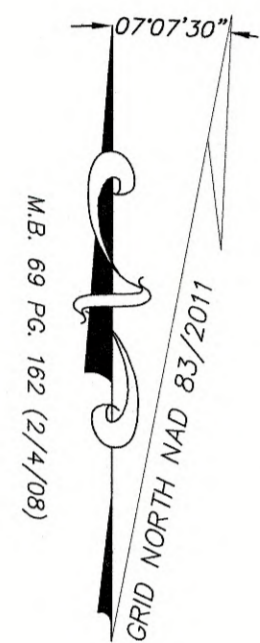
Notary Public

My Commission Expires: _____

1144656

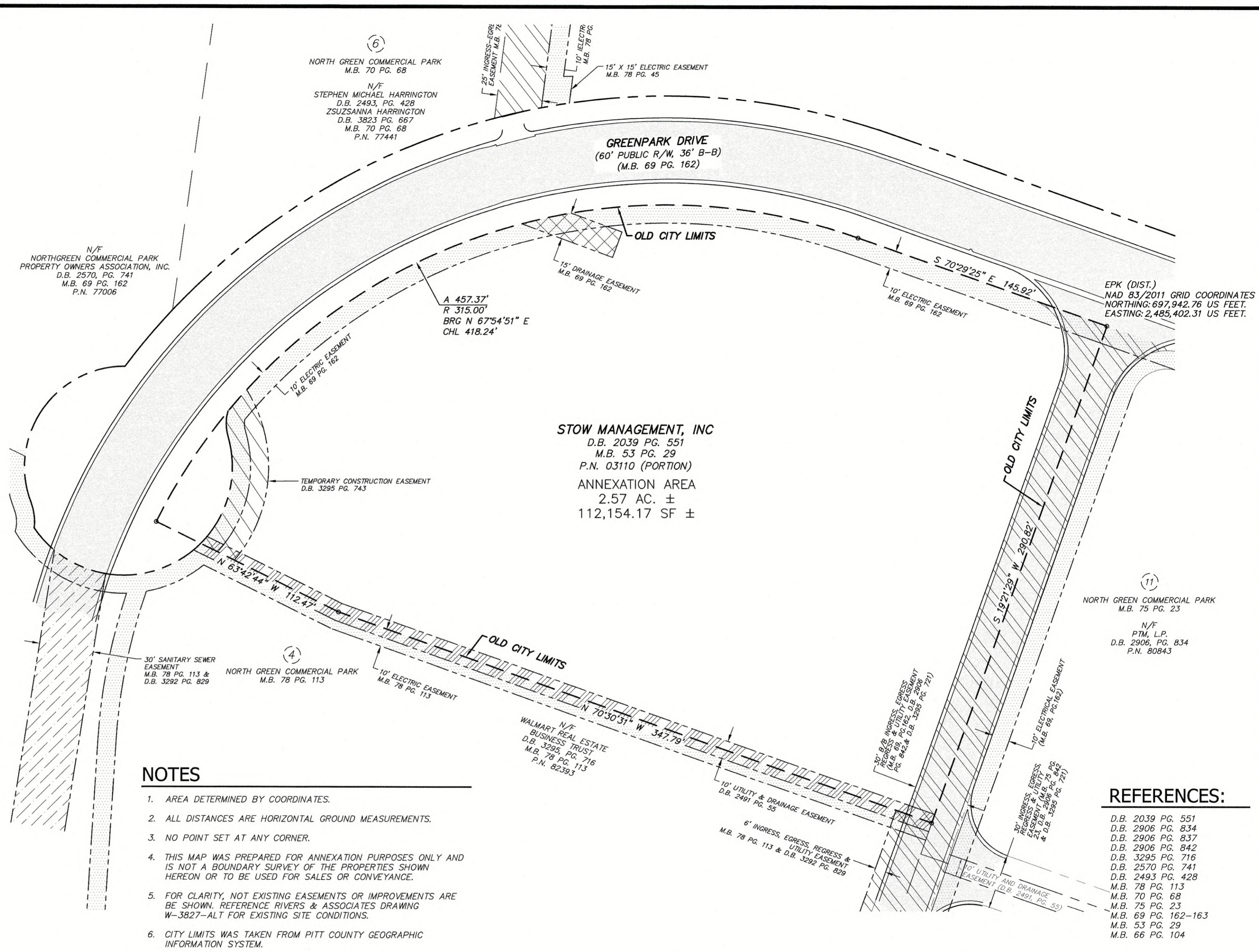


VICINITY MAP SCALE: 1" = 1000'



LEGEND

NEW CITY LIMIT	---
OLD CITY LIMIT	---
CITY LIMIT	---
RIGHT OF WAY	---
PARCEL NUMBER	PN
MAP BOOK	M.B.
PAGE	PG.
DEED BOOK	D.B.
RIGHT OF WAY	R/W
POINT OF BEGINNING	P.O.B.
ARC	A
RADIUS	R
CHORD LENGTH	CHL
CHORD BEARING	BRG



NOTES

1. AREA DETERMINED BY COORDINATES.
2. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
3. NO POINT SET AT ANY CORNER.
4. THIS MAP WAS PREPARED FOR ANNEXATION PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY OF THE PROPERTIES SHOWN HEREON OR TO BE USED FOR SALES OR CONVEYANCE.
5. FOR CLARITY, NOT EXISTING EASEMENTS OR IMPROVEMENTS ARE BE SHOWN. REFERENCE RIVERS & ASSOCIATES DRAWING W-3827-ALT FOR EXISTING SITE CONDITIONS.
6. CITY LIMITS WAS TAKEN FROM PITT COUNTY GEOGRAPHIC INFORMATION SYSTEM.

REFERENCES:

- D.B. 2039 PG. 551
- D.B. 2906 PG. 834
- D.B. 2906 PG. 837
- D.B. 2906 PG. 842
- D.B. 3295 PG. 716
- D.B. 2570 PG. 741
- D.B. 2493 PG. 428
- M.B. 78 PG. 113
- M.B. 70 PG. 68
- M.B. 75 PG. 23
- M.B. 69 PG. 162-163
- M.B. 53 PG. 29
- M.B. 66 PG. 104

REVISIONS:

ANNEXATION MAP
NORTH GREEN COMMERCIAL PARK
FUTURE LOT
 CITY OF GREENVILLE, BELVOIR TOWNSHIP, PITT COUNTY, N.C.

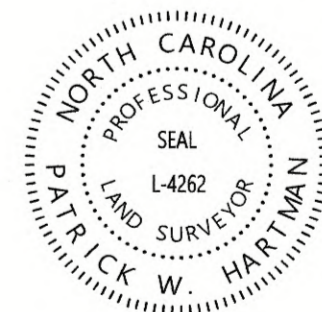
OWNER **STOW MANAGEMENT, INC.**
 ADDRESS 1528 S. EVANS STREET
 GREENVILLE, NC 27834
 PHONE (252) 355-6624

Rivers & Associates, Inc.
 NC License: F-0334
 Engineers, Planners, Surveyors, Landscape Architects
 107 East Second Street
 Greenville, NC 27858
 (252) 752-4135
 Since 1918

SURVEYED	N/A	APPROVED	
DRAWN	KB	DATE	1/20/21
CHECKED	PH	SCALE	1" = 40'

MAP NO.	PLATS RECORDED	BOOK	PAGE
	NORTHGREEN COMMERCIAL PARK LOT 5	66	104
	NORTHGREEN COMMERCIAL PARK LOT 6	78	43
	NORTHGREEN COMMERCIAL PARK LOT 11	74	141

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C.
 EFFECTIVE DATE _____ ORDINANCE NO. _____
 BELVOIR TOWNSHIP, PITT COUNTY, N.C.



CERTIFICATION
 NORTH CAROLINA PITT COUNTY
 I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM DEED DESCRIPTIONS RECORDED IN DEED BOOK SEE PAGE REF OR AS NOTED; THAT THE RATIO OF PRECISION IS 1:10,000; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND AND REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(11)(d) AS TO THE FOLLOWING THAT THIS SURVEY IS OF ANOTHER CATEGORY; BEING A SURVEY FOR ANNEXATION INTO CITY LIMITS OF THE CITY OF GREENVILLE; WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 4TH DAY OF FEBRUARY, 2021.
 SIGNED *Patrick W. Hartman*
 PROFESSIONAL LAND SURVEYOR
 LICENSE NUMBER L-4262



City of Greenville, North Carolina

Meeting Date: 04/08/2021

Title of Item: Ordinance requested by Third Wave Housing, LLC to rezone 12.30 acres located along SW Greenville Boulevard and adjacent to Summer Green Apartments from RA20 (Residential-Agricultural) to R6 (Residential [High Density])

Explanation: **Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on March 2, 2021.
On-site sign(s) posted on March 2, 2021.
City Council public hearing notice (property owner and adjoining property owner letter) mailed on March 23, 2021.
Public hearing legal advertisement published on March 29, 2021 and April 5, 2021.

Comprehensive Plan:

The Future Land Use and Character Map recommends commercial (C) at the northeastern corner of the intersection of SW Greenville Boulevard and Williams Road transitioning to office/institution (OI) along the right-of-way of SW Greenville Boulevard and residential, high density (HDR) to the north. Further, potential conservation and open space (PCOS) is shown.

Commercial

-

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

Intent:

- Provide connectivity to nearby uses (paths, streets)
- Locate new buildings near street on at least one side and accommodate parking to the side or rear of buildings

- Improve/provide public realm features such as signs, sidewalks, landscaping
- Reduce access-points into development for pedestrian and vehicular safety
- Reduce and consolidate surface parking

Primary uses:

Commercial (small and large format)

Office

Secondary uses:

Institutional/civic

Office/Institutional

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

Intent:

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

Primary uses:

Office

Institutional/civic

Residential, High Density

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

Intent:

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

Primary uses:

Multi-family residential

Two-family residential

Attached residential (townhomes)

Secondary uses:

Office

Single-family residential detached (small lot)

Institutional/civic (churches and schools)

Potential Conservation/Open Space

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

may be reasonable mitigation. Site analysis is needed to determine development capabilities in these areas.

The Future Land Use and Character Map identifies certain areas as potential conservation/open space. Much of this area is designated based upon data on flood-prone land and environmental constraints that may not correspond precisely with conditions on the ground. Seeing an area designated this way is the beginning of a conversation. When considering rezoning requests or other development proposals, some areas classified as potential conservation/open space may be determined not to contain anticipated limitations on development, or that existing concerns can reasonably be mitigated. In such cases, the future preferred land use should be based on adjacent Land Use and Character designations, contextual considerations, and the general policies of the comprehensive plan.

Intent:

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

Thoroughfare/Traffic Report Summary (Engineering Department):

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 732 trips to and from the site on SW Greenville Boulevard, which is a net increase of 273 additional trips per day.

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

History/Background:

In 1981, the property was incorporated into the City's jurisdiction and zoned to its current zoning.

Existing Land Uses:

Vacant

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

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

The property is not located in the Special Flood Hazard Area and the Floodway. Jurisdictional wetlands may exist along the northern on the property. A jurisdictional stream and riparian buffers exist along the northern and eastern property lines. A non-jurisdictional ditch exists along the western property line. These streams and ditches carry drainage from the adjacent mobile home park and from Greenville Boulevard and developments to the south of Greenville Boulevard.

Surrounding Land Uses and Zoning:

North: R9 - Tyson Farms Subdivision; RA20 - one (1) single-family residences
South: RA20 - one (1) single-family residences
East: R6 - Summer Green Apartments; R9 - vacant
West: R6MH - Edgewood Mobile Home Park; RA20 - one (1) single-family residences

Density Estimates:

Under the current zoning, the site could accommodate 48 single family residences.

Under the proposed zoning, the site could accommodate 100-110 multi-family units (1, 2 and 3 bedrooms).

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

Fiscal Note:

No cost to the City.

Recommendation:

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

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

The Planning and Zoning Commission voted unanimously to approve the request

at its March 18, 2021 meeting.










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

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

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

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

ATTACHMENTS

-  [Ord_-_Third_Wave_rezoning.pdf](#)
-  [Third Wave min.pdf](#)
-  [Third Wave comments.pdf](#)
-  [APO map.pdf](#)
-  [Survey.pdf](#)
-  [Traffic report.pdf](#)
-  [List of Uses.pdf](#)
-  [Residential Density Chart.pdf](#)
-  [Vegetation Table.pdf](#)

ORDINANCE NO. 21-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 6, Chapter 160D, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 8th day of April, 2021, at 6:00 p.m., conduct an electronic meeting and conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

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

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

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

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

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

Section 1. That the following described territory is rezoned from RA20 (Residential-Agricultural) to R6 (Residential).

TO WIT: Healal Hamad

LOCATION: Located along SW Greenville Boulevard and adjacent to Summer Green Apartments

DESCRIPTION: Lying and being situate in Greenville Township, Pitt County, NC, and being all of Tract No. 1, containing 13 acres, more or less, lying on the north side of U.S. Highway No. 264, as depicted on that certain plat record prepared by Joe M. Dresbach, R.S., and recorded in Map Book 9 at Page 17, Pitt County Registry. See Deed recorded in Book V-30 at Page 288, Pitt County Registry for further reference. Being further designated as Pitt County Tax Parcel Number 19298. Less and Except from Tract Two: Lying and being situate in Greenville Township, Pitt County, North Carolina, on the north side of U.S. Highway No. 264 (Greenville By-Pass), BEGINNING at an iron state in the northern right of way line of said highway, a common corner with the Forbes land, thence N 3-53 E 219 feet with the Forbes line to an iron stake, thence S 62 E 189.5 feet to an iron stake, thence N 62 W 100 feet with the northern right of way line of said highway to the point of beginning, containing two-thirds of an acre, more or less.

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

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

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

ADOPTED this 12th day of April, 2021.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1144625

Excerpt from the draft Planning & Zoning Commission Minutes (3/16/2021 and 3/18/2021)

REQUEST BY THIRD WAVE HOUSING, LLC TO REZONE 12.30 ACRES LOCATED ALONG SW GREENVILLE BLOULEVARD AND ADJECENT TO SUMMER GREEN APARTMENTS FROM RA20 (RESIDENTIAL- AGRICULTURAL) TO R6 (RESIDENTIAL [HIGH DENSITY]) - APPROVED

Chantae Gooby presented for staff. The property is located in the southwestern quadrant of the city and contains 12.3 acres. The property is currently vacant. This property is not impacted by the flood plain, but there are some jurisdictional wetlands and jurisdictional buffers. Under the current zoning, this property could yield approximately 48 single-family homes and under the requested zoning it could yield about 100 to 110 multi-family units. The Future Land Use recommends office/institutional (OI) along the frontage of Greenville Boulevard and transitions into high density residential (HDR) to the north. The requested R6 zoning is consistent with the high density residential character. In Staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Therefore, staff recommends approval.

Richard Angino, applicant, spoke in favor.

The item was recessed until the March 18, 2021 meeting of the Planning & Zoning Commission.

Excerpt from the draft Planning & Zoning Commission Minutes (3/18/2021)

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

WRITTEN COMMENTS RECEIVED FOR THE PLANNING AND ZONING COMMISSION

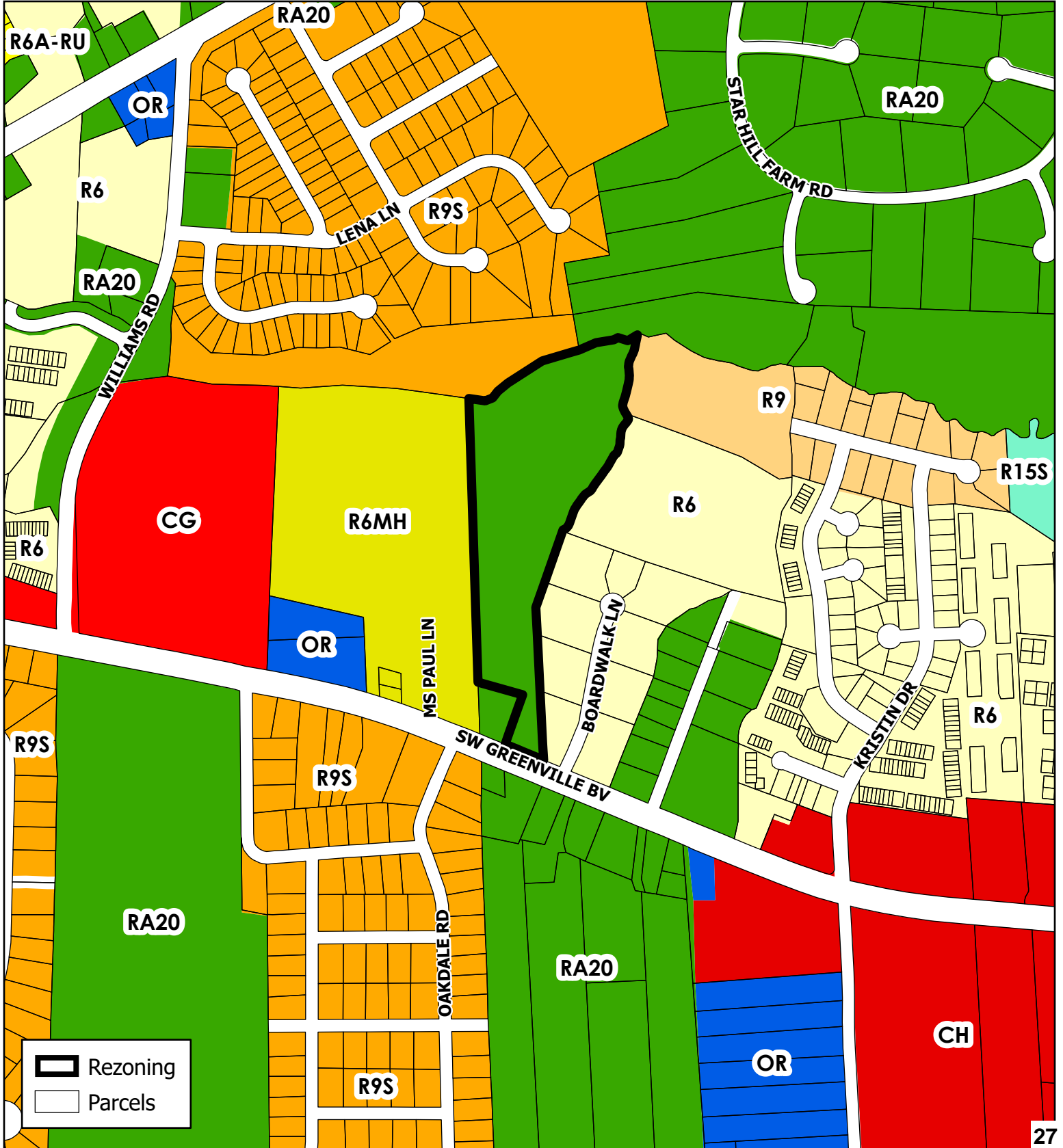
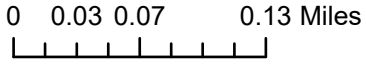
REQUEST BY THIRD WAVE HOUSING, LLC TO REZONE 12.30 ACRES LOCATED ALONG SW GREENVILLE BOULEVARD AND ADJACENT TO SUMMER GREEN APARTMENTS FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO R6 (RESIDENTIAL [HIGH DENSITY]).

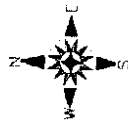
IN OPPOSITION

1. John and Dorothy Baker
1249 Greenville Blvd. S.W.

I am contacting you on behalf of my mother who is elderly. She is very concerned about the rezoning being considered on Greenville Blvd. She lives across the street from the area in question. She says there are already near accidents with people turning into Summer Green and she feels this will be made far worse with the rezoning that is being considered.

Third Wave Housing
From: RA-20
To: R-6
Acres: 12.3 Acres
March 2nd, 2021

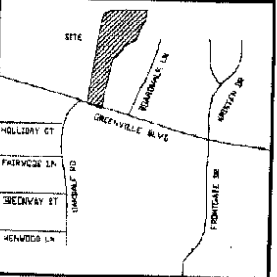




NOTE

1. DITCHES ALONG EASTERN AND NORTHERN PROPERTY LINE ARE SUBJECT TO 50' RIPARIAN BUFFER.
2. PROPERTY IS NOT LOCATED IN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM MAP 3720467600K DATED 7/7/14.

Course	Bearing	Distance
L1	S 80°12'51" E	42.06'
L2	N 60°24'00" E	31.87'
L3	N 32°37'38" E	48.01'
L4	N 33°19'10" E	36.39'
L5	N 42°20'48" E	52.28'
L6	N 80°07'04" E	21.19'
L7	N 77°53'08" E	35.99'
L8	N 71°17'03" E	38.28'
L9	N 78°36'04" E	38.37'
L10	N 68°34'07" E	62.41'
L11	N 77°10'58" E	68.40'
L12	N 58°31'01" E	32.97'
L13	N 83°44'31" E	37.10'
L14	N 70°58'00" E	35.40'
L15	S 78°29'28" E	35.87'
L16	N 64°16'23" E	65.57'
L17	S 71°37'58" E	39.08'
L18	N 74°58'34" E	39.90'
L19	S 57°22'42" E	121.87'
L20	S 39°00'27" W	66.91'
L21	S 34°55'40" W	90.84'
L22	S 30°13'15" W	66.19'
L23	S 02°59'51" W	36.31'
L24	S 14°39'16" W	98.16'
L25	S 40°39'52" W	54.62'
L26	S 28°30'18" W	44.62'
L27	S 37°18'46" W	111.39'
L28	S 48°58'48" W	56.19'
L29	S 11°41'00" W	85.01'
L30	S 58°01'07" W	33.70'



VICINITY MAP

NGCS MONUMENT "STOCKS"
 N = 665,969.14'
 E = 6,472,704.63'

LEGEND

- EXISTING IRON PIPE
- IRON PIPE SET
- NO POINT SET
- R/W - RIGHT-OF-WAY

CYNTHIA BALLENGER
 D.B. 312, P. 478

CYNTHIA BALLENGER
 D.B. 312, P. 478
 M.B. 67, P. 192

BRASSWOOD SECTION 2
 M.B. 89, P. 141

BRASSWOOD
 M.B. 37, P. 139

TYSON FARMS HOMEOWNERS ASSOCIATION, INC.
 D.B. 322, P. 489
 M.B. 62, P. 179

PAUL J. MAJETTE
 D.B. 312, P. 502

13.442 ACRES

0.664 ACRES

I hereby certify that this survey is of existing parcels of land.

Blake K. Bjerkeset
 Blake K. Bjerkeset L-3851

I, Blake K. Bjerkeset, certify that this plat was drawn under my supervision from an actual field survey made under my supervision (detailed description recorded in deed book J28, page 501 & deed book V30, page 288) that the boundaries not surveyed are clearly indicated by broken lines drawn from information found in referenced deeds; that the ratio of precision as calculated is 1:11,000; that the following information was used to perform the GPS survey:

Class of Survey: A
 Positional Accuracy: less than 0.17'
 Type of GPS Field Procedure: RTK
 Method of Survey: 2/01/18 - 2/20/18
 Datum/Epoch: NAD 83/2011.00
 Published/Fixed-control used: Published Horizontal Control
 Geoid Model: GEOID23
 Combined Grid Factor(s): 0.99989016
 Units: U.S. Survey Feet



Witness my original signature, registration number and seal this 28th day of February, A.D. 2018

Blake K. Bjerkeset
 Blake K. Bjerkeset L-3851



State of North Carolina
 County of Pitt

I, _____, Review Officer of Pitt County certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Date: _____

Review officer: _____

Survey for

HEALAL HAMAD

Being the property recorded in Deed Book J28, Page 501 & Deed Book V30, Page 288 of the Pitt County Registry

Greenville, Greenville Township, Pitt County, North Carolina

BJERKESET LAND SURVEYING
 C-1732
 6718 GLENWOOD DRIVE
 GRIFTON, NC 28530
 (252)757-3277

Surveyed Bks _____
 Date: 2/28/18
 Scale: 1" = 100'

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 21-01

Applicant: Third Wave Housing, LLC

Property Information

Current Zoning: RA20 (Residential-Agricultural)

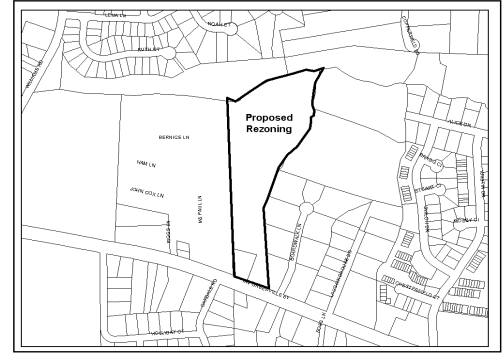
Proposed Zoning: R6 (Residential [High Density Multi-Family])

Current Acreage: 12.3 acres

Location: Greenville Blvd, east of Williams Rd

Points of Access: Greenville Blvd

Location Map



Transportation Background Information

1.) Greenville Blvd- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	5-lane with curb & gutter	no change
Right of way width (ft)	100	no change
Speed Limit (mph)	50	no change
Current ADT:	19,630 (*)	
Design ADT:	34,500 vehicles/day (**)	
Controlled Access	No	
Thoroughfare Plan Status	Major Thoroughfare	

Other Information: There are no sidewalks along Greenville Blvd that service this property.

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

Transportation Improvement Program Status:

Trips generated by proposed use/change

Current Zoning: 459 -vehicle trips/day (*) **Proposed Zoning: 732** -vehicle trips/day (*)

Estimated Net Change: increase of 273 vehicle trips/day (assumes full-build out)

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

Impact on Existing Roads

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

1.) Greenville Blvd , West of Site (40%): “No build” ADT of 19,630

Estimated ADT with Proposed Zoning (full build) – 19,923

Estimated ADT with Current Zoning (full build) – 19,814

Net ADT change = 109 (<1% increase)

2.) Greenville Blvd , East of Site (60%): “No build” ADT of 19,630

Estimated ADT with Proposed Zoning (full build) – 20,069

Estimated ADT with Current Zoning (full build) – 19,905**Net ADT change =** 164 (<1% increase)**Staff Findings/Recommendations**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 732 trips to and from the site on Greenville Blvd, which is a net increase of 273 additional trips per day (over current zoning).

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

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

	o(1).	Nursing, convalescent or maternity home; minor care facility
(3) Home Occupations		
	a.	Home occupation; not otherwise listed
	b.	Home occupation; barber and beauty shop
	c.	Home occupation; manicure, pedicure or facial salon
(4) Governmental		
	a.	Public utility building or use
(5) Agricultural/Mining		
	b.	Greenhouse or plant nursery; including accessory sales
	m.	Beekeeping; major use
	n.	Solar energy facility
(6) Recreational/Entertainment		
	a.	Golf course; 18-hole regulation length (see also section 9-4-103)
	a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
	c(1).	Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None		
(8) Services		
	a.	Child day care facilities
	b.	Adult day care facilities
	d.	Cemetery
	g.	School; junior and senior high (see also section 9-4-103)
	h.	School; elementary (see also section 9-4-103)
	i.	School; nursery and kindergarten (see also section 9-4-103)
(9) Repair - None		
(10) Retail Trade - None		
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None		
(12) Construction - None		
(13) Transportation - None		
(14) Manufacturing/Warehousing - None		
(15) Other Activities (not otherwise listed - all categories) - None		
PROPOSED ZONING		
R6 (RESIDENTIAL) - PERMITTED USES		
(1) General		
	a.	Accessory use or building
	c.	On-premise signs per Article N
(2) Residential		
	a.	Single-family dwelling
	b.	Two-family attached dwelling (duplex)
	b(1).	Master Plan Community per Article J
	c.	Multi-family development per Article I
	f.	Residential cluster development per Article M
	k.	Family care homes (see also 9-4-103)
	q.	Room renting
(3) Home Occupations - None		
(4) Governmental		
	b.	City of Greenville municipal government building or use (see also section 9-4-103)

(5) Agricultural/Mining	
	a. Farming; agricultural, horticulture, forestry (see also section 9-4-103)
	l. Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
	f. Public park or recreational facility
	g. Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None	
(8) Services	
	o. Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
	c. Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
R6 (RESIDENTIAL) - SPECIAL USES	
(1) General - None	
(2) Residential	
	d. Land use intensity multi-family (LUI) development rating 50 per Article K
	e. Land use intensity multi-family (LUI) development rating 67 per Article K
	l. Group care facility
	n. Retirement center or home
	o(1). Nursing, convalescent or maternity home; minor care facility
	p. Board or rooming house
	r. Fraternity or sorority house
(3) Home Occupations	
	a. Home occupation; not otherwise listed
	b. Home occupation; barber and beauty shop
	c. Home occupation; manicure, pedicure or facial salon
(4) Governmental	
	a. Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment	
	a. Golf course; 18-hole regulation length (see also section 9-4-103)
	a(1). Golf course; 9-hole regulation length (see also section 9-4-103)
	c(1). Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None	
(8) Services	
	a. Child day care facilities
	b. Adult day care facilities

	d.	Cemetery
	g.	School; junior and senior high (see also section 9-4-103)
	h.	School; elementary (see also section 9-4-103)
	i.	School; nursery and kindergarten (see also section 9-4-103)
	m.	Multi-purpose center
	t.	Guest house for a college or other institution of higher learning
(9) Repair - None		
(10) Retail Trade - None		
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None		
(12) Construction - None		
(13) Transportation - None		
(14) Manufacturing/Warehousing - None		
(15) Other Activities (not otherwise listed - all categories) - None		

RESIDENTIAL DENSITY CHART

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

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

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

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

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

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

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

Street trees may count toward the minimum acreage.

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

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

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

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

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

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

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

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

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

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



City of Greenville, North Carolina

Meeting Date: 04/08/2021

Title of Item: Ordinance requested by the Planning and Development Services Department to amend Title 9, Chapter 4 of the City Code to make miscellaneous changes to the Zoning Ordinance

Explanation: Over time certain changes to the zoning ordinance have become necessary as matters of housekeeping either due to changes in policy or to correct oversights from past amendments. This amendment contains three (3) items:

Item 1: Amend the code so that all matters requiring evidentiary hearings will go before the Board of Adjustment, which conducts all of its meetings as evidentiary hearings. The only time City Council and Planning and Zoning Commission functions in this manner are for Master Plan Communities and Land Use Intensities (LUIs), respectively. This amendment also includes necessary changes related to North Carolina General Statutes as related to this amendment.

Item 2: Add "digital broadcast studio" as a permitted use to the following zoning districts: IU (Unoffensive Industry), I (Industrial), PIU (Planned Unoffensive Industry), PI (Planned Industry)

Item 3: Clarify public street setback for principal structures in multi-family developments.

Fiscal Note: No cost to the City.

Recommendation: In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with the Horizons 2026: Greenville's Community Plan, Chapter 4, Growing the Economic Hub, Goal 4.3 A Stable & Resilient Economy.

Policy 4.3.1 Modernize and Diversify Local Economy. Support the growth of a variety of employment opportunities and businesses that diversify Greenville's economy and provide workers with a range of skill sets and training. Encourage business growth within incorporated areas to expand and diversify Greenville's tax base.







Therefore, staff recommends approval.

The Planning and Zoning Commission voted unanimously to approve the request at its March 18, 2021 meeting.

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

If City Council determines to deny the request, in order to comply with this statutory requirement, it is recommended that the motion be as follows: "Motion to deny the requested text amendment, to make a finding and determination that the required text amendment is inconsistent with the comprehensive plan or other applicable plans, including but not limited to Horizons 2026: Greenville's Community Plan, Chapter 4, Growing the Economic Hub, Goal 4.3 A Stable & Resilient Economy. *Policy 4.3.1 Modernize and Diversify Local Economy. Support the growth of a variety of employment opportunities and businesses that diversify Greenville's economy and provide workers with a range of skill sets and training. Encourage business growth within incorporated areas to expand and diversify Greenville's tax base.*"

ATTACHMENTS

-  [TA ord.pdf](#)
-  [TA minutes.pdf](#)
-  [Draft MPC language.pdf](#)
-  [Draft LUI.pdf](#)
-  [Draft broadcast studio.pdf](#)
-  [DRAFT multi-family.pdf](#)

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

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 6, Chapter 160D, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 8th day of April, 2021, at 6:00 p.m., conduct an electronic meeting and conduct a public hearing on the adoption of an ordinance amending the City Code;

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

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

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

Section 1: That Title 9, Chapter 4, Article J, Section 9-4-162, Section 9-4-163, 9-4-166, and Section 9-4-168 of the City Code is hereby amended by replacing "Council" and "City Council" with "Board of Adjustment".

Section 2: That Title 9, Chapter 4, Article J, Section 9-4-166(A)(1) of the City Code is hereby amended by replacing "160A-388(a)" with "160D-705(c)".

Section 3: That Title 9, Chapter 4, Article J, Section 9-4-166 (F)(1)(f) of the City Code is hereby amended by inserting the following in its stead: "Notice; publication. A notice of the hearing shall be given once a week for two successive weeks in a newspaper having general circulation in the local government's planning and development jurisdiction area, the notice shall be published the first time not less than 10 days nor more than 25 days preceding the hearing."

Section 4: That Title 9, Chapter 4, Article J, Section 9-4-166 (F)(1)(g) of the City Code is hereby amended by inserting the following in its stead: “Notice of Hearing. - Notice of evidentiary hearings shall be mailed to the person or entity whose appeal, application, or request is the subject of the hearing; to the owner of the property that is the subject of the hearing if the owner did not initiate the hearing; to the owners of all parcels of land abutting the parcel of land that is the subject of the hearing; and to any other persons entitled to receive notice as provided by the local development regulation. In the absence of evidence to the contrary, the local government may rely on the county tax listing to determine owners of property entitled to mailed notice. The notice must be deposited in the mail at least 10 days, but not more than 25 days, prior to the date of the hearing. Within that same time period, the local government shall also prominently post a notice of the hearing on the site that is the subject of the hearing or on an adjacent street or highway right-of-way. The board may continue an evidentiary hearing that has been convened without further advertisement. If an evidentiary hearing is set for a given date and a quorum of the board is not then present, the hearing shall be continued until the next regular board meeting without further advertisement.”

Section 5: That Title 9, Chapter 4, Article J, Section 9-4-166 (F)(1)(i) of the City Code is hereby amended by inserting the following in its stead: “If approved, the special use permit shall be binding upon the application, successor and/or assigns and runs with the land.”

Section 6: That Title 9, Chapter 4, Article J, Section 9-4-166 (F)(1)(j) of the City Code is hereby amended by deleting: “Appeals from City Council action.”.

Section 7: That Title 9, Chapter 4, Article J, Section 9-4-166 (F)(2)(g) of the City Code is hereby amended by replacing “20” and with “40”.

Section 8: That Title 9, Chapter 4, Article J, Section 9-4-170© of the City Code is hereby amended by deleting the following: “Appeal from the decision of the Director of Planning and Development Services concerning a minor or major change to the land use plan shall require review and approval pursuant to section 9-4-166(F).

Variances. The City of Greenville Board of Adjustment shall not be authorized to grant or approve any variance from the minimum requirement as set forth in this section or conditions as approved by the City Council.”

Section 9: That Title 9, Chapter 4, Article K, Section 9-4-179 (A), of the City Code is hereby amended by inserting the following in its stead: “*Generally.* The land use intensity (LUI) system is a development option allowed pursuant to G. S. 160D-406 and 160D-705 for special use permit approval of the Board of Adjustment and designed with the intent to:”

Section 10: That Title 9, Chapter 4, Article K, Section 9-4-186 of the City Code is hereby amended by replacing "Planning and Zoning Commission" and with "Board of Adjustment".

Section 11: That Title 9, Chapter 4, Article K, Section 9-4-186(a) of the City Code is hereby amended by replacing “twenty (20)” and with “forty (40)”.

Section 12: That Title 9, Chapter 4, Article K, Section 9-4-186(f)(1) of the City Code is hereby amended by replacing the following in its stead: “Notice; publication. A notice of the

hearing shall be given once a week for two successive weeks in a newspaper having general circulation in the local government's planning and development jurisdiction area. The notice shall be published the first time not less than 10 days nor more than 25 days preceding the hearing.”

Section 13: That Title 9, Chapter 4, Article K, Section 9-4-186(f)(2) of the City Code is hereby amended by replacing the following in its stead: “Notice of Hearing. - Notice of evidentiary hearings shall be mailed to the person or entity whose appeal, application, or request is the subject of the hearing; to the owner of the property that is the subject of the hearing if the owner did not initiate the hearing; to the owners of all parcels of land abutting the parcel of land that is the subject of the hearing; and to any other persons entitled to receive notice as provided by the local development regulation. In the absence of evidence to the contrary, the local government may rely on the county tax listing to determine owners of property entitled to mailed notice. The notice must be deposited in the mail at least 10 days, but not more than 25 days, prior to the date of the hearing. Within that same time period, the local government shall also prominently post a notice of the hearing on the site that is the subject of the hearing or on an adjacent street or highway right-of-way. The board may continue an evidentiary hearing that has been convened without further advertisement. If an evidentiary hearing is set for a given date and a quorum of the board is not then present, the hearing shall be continued until the next regular board meeting without further advertisement.”

Section 14: That Title 9, Chapter 4, Article K, Section 9-4-186(g)(5) of the City Code is hereby amended by inserting the following in its stead: “If approved, the special use permit shall be binding upon the application, successor and/or assigns and runs with the land.”

Section 15: That Title 9, Chapter 4, Article K, Section 9-4-186(h) of the City Code is hereby amended by inserting the following in its stead: “*Appeal.* Appeal from final action can be taken by filing a petition for certiorari with the Pitt County Superior Court.”

Section 16: That Title 9, Chapter 4, Article K, Section 9-4-186(i)(4) and (5) of the City Code is hereby amended by deleting the following: “(4) *Appeal.* Decisions of the director of community development may be taken to the subdivision review board.

(5) *Variances.* The City of Greenville board of adjustment shall not be authorized to grant or approve any variance from the minimum requirements as set forth in this article or condition as approved by the planning and zoning commission.”

Section 17. That Title 9, Chapter 4, Article U, Appendix A Table of Uses, of the City Code is hereby amended by allowing use code (8)(w) Digital Broadcast Studio as a permitted use in the following districts: IU (Unoffensive Industry), I (Industrial), PIU (Planned Unoffensive Industry), PI (Planned Industry).

Section 18. That Title 9, Chapter 4, Article I. Section 9-4-145(B)(1) of the City Code is hereby amended by inserting the following in its stead: “(1) Public street right-of-way: 25 feet”

Section 19. That Title 9, Chapter 4, Article I. Section 9-4-145(B)(1) of the City Code is hereby amended by inserting the following “(1)(A) Public street right-of-way for single-family and/or two-family attached developments: 15 feet”

Section 20: That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 21: Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 22: That this ordinance shall become effective upon its adoption.

ADOPTED this 12th day of April, 2021.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1144059

Excerpt from the draft Planning & Zoning Commission Minutes (3/16/2021 and 3/18/2021)

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

Chantae Gooby presented for staff. The first amendment will move all items that require a quasi-judicial hearing to be considered by the Board of Adjustment. This is an evidentiary hearing with sworn testimony and functions much like a courtroom. Currently, the Planning and Zoning Commission would hold a quasi-judicial hearing for Land Use Intensity (4-bedroom units) and City Council for Master Plan Communities. Both of these bodies typically make legislative decisions instead quasi-judicial decisions. Staff is requesting this change so that the Board of Adjustment will consider all items that require a quasi-judicial hearing which is how all items are considered by the Board of Adjustment. The second text amendment is to make add “Digital Broadcast Studio” as permitted use for all industrial districts. The last text amendment is to clarify the ordinance for setbacks. For multi-family units, such as townhomes or apartments, the public street setback is a 25 feet. However, if it is multi-family that consists of duplexes and single-family homes, the public street setback is 15 feet.

No one spoke in favor.

No one spoke in opposition.

The item was recessed until the March 18, 2021 meeting of the Planning & Zoning Commission.

Excerpt from the draft Planning & Zoning Commission Minutes (3/18/2021)

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

“SEC. 9-4-161 PURPOSE AND INTENT; DEFINITION; PLANNED UNIT DEVELOPMENTS PREVIOUSLY APPROVED, CONSTRUCTED AND/OR VESTED UNDER THE REGULATIONS; PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICTS PREVIOUSLY ZONED UNDER THE REGULATIONS, FOR WHICH THERE IS NO VESTED PLAN OF DEVELOPMENT.

- (A) The purpose and intent of a master plan community is to provide an alternative to traditional development standards, which is intended to:
- (1) Reduce initial development costs by reducing standard minimum lot size and setback requirements while reserving areas for common use;
 - (2) Preserve the character of surrounding neighborhoods and enhance the physical appearance of the area by preserving natural features, existing vegetation, while providing recreational and open areas;
 - (3) Provide for desirable and usable open space, tree cover, and the preservation of environmentally sensitive areas;
 - (4) Promote economical and efficient land use, which can result in smaller networks of public facilities, utilities and streets;
 - (5) Provide for an appropriate and harmonious variety of housing and creative site design alternatives;
 - (6) Promote energy conservation by optimizing the orientation, layout and design of structures to take maximum advantage of solar heating/cooling schemes and energy conserving landscaping;
 - (7) Encourage innovations in residential development so that the growing demands of population may be met by greater variety in type, design and layout of buildings; and
 - (8) Provide a procedure that can relate the type, design and layout of development to a particular site and the particular demand for housing and other facilities at the time of development in a manner consistent with the preservation of property values within established residential areas.
- (B) For purposes of this article a *master plan community* shall be defined as a unified development that meets all of the following:
- (1) Land under common ownership, to be planned and developed as an integral unit;
 - (2) A single development or a programmed series of development, including all land, uses and facilities;
 - (3) Is constructed according to comprehensive and detailed plans that include streets, drives, utilities, lots and building sites. Plans for such building locations, uses and their relation to each other shall be included and detailed plans for other uses and improvements of land showing their relation to the buildings shall also be included; and

- (4) Provides for the provision, operation and maintenance of areas, facilities and improvements as shall be required for perpetual common use by the occupants of the master plan community.
- (C) For the purposes of this article Master Plan Communities may be developed in one of two ways, either as a *traditional master plan community* or as an *agricultural master plan community*. The focus of a traditional master plan community is on providing residents with robust recreation and open space. An agricultural master plan community is focused on developments that emphasize production of agricultural products that cater to the needs of the local community.
- (D) Any PUD zoning district development that has received special use permit approval of a land use plan per the former Article J of this chapter prior to December 10, 2009, and such special use permit remains in effect, may continue under the approved special use permit and standards in effect at the time of the special use permit approval. (See also section 9-4-196 of this chapter.)”

Section 4: That Title 9, Chapter 4, Article J, Section 162 of the City Code is hereby amended by inserting the following in its stead:

“SEC. 9-4-162 AREA; REGULATION OF USES; DENSITY; OPEN SPACE; RECREATION; PARKING; LANDSCAPE; DENSITY BONUS REQUIREMENTS.

(A) Minimum area requirements

- (1) A master plan community shall contain not less than 50 gross acres. Addition to any existing master plan community may be allowed provided such addition meets or exceeds all other applicable requirements. The master plan community shall be included under one land use plan application and each addition to or amendment of such development shall be considered as a revision to the previously approved special use permit. In the case of an addition to or amendment of a previously approved special use permit, the master plan community property owners’ association may execute any and all special use permit amendment applications on behalf of the property owners of individual lots subject to such association located within the original master plan community section. No master plan community shall be reduced in area unless the special use permit for such development is amended in accordance with this article provided however, the dedication of public rights-of-way shall not be subject to this requirement.

For purposes of this chapter the term “gross acres” shall be construed as the total acreage of the master plan community including all lands located within the boundary of the development and any future public street rights-of-way, private street easements, common open spaces, public dedicated and accepted land or land deeded to the city or county per a density bonus option, land acquired by the city for any public purpose, and future building sites located within the boundary of the master plan community. With the exception of future street rights-of-way acquired pursuant to the Greenville Urban Area Thoroughfare Plan, and/or on-site

public street improvements required and related to the master plan community, existing street rights-of-way that border the peripheral master plan community boundary at the time of original land use plan submission shall not be included in the gross acre calculation.

- (2) Master plan communities comprising less than 75 gross acres and/or less than 250 dwelling units shall contain residential uses only as set forth in subsection (B)(5) or B(7) of this section.
- (3) Except as provided under subsection (C)(3) below, master plan communities comprising 75 gross acres or more and 250 or more dwelling units may contain all of the uses permitted by subsections (B)(5), (B)(6), (B)7, and (B)8 as appropriate of this section provided that all designated nonresidential area(s) shall meet all of the following design requirements:
 - (a) Shall be designed and located with the primary intention of serving the immediate needs and convenience of the residents of the master plan community.
 - (b) Shall be located on thoroughfare streets included on the Greenville Urban Area Thoroughfare Plan and/or on “minor streets” as defined in section 9-4-168.
 - (c) Shall not be located within 100 feet of the peripheral boundary of the master plan community. If any portion of such nonresidential area is located within 300 feet of any single-family residential property zoned RA-20, R15S, R9S, R6S, or MRS and located outside the peripheral boundary of the master plan community, the nonresidential area and all nonresidential and residential use therein shall be screened by a bufferyard “E” ore equivalent screen per Article P of this chapter. The purpose of the bufferyard “E” or equivalent screen shall be to provide a complete visual barrier between said single-family residential zoning district and the nonresidential area at the time of development of the nonresidential area. Screening required pursuant to this subsection may be phased to coincide with development of the nonresidential area provided compliance with the purpose of this subsection. The City Council Board of Adjustment shall approved by condition the location and phasing of the required screen at the time of special use permit approval. Notwithstanding the foregoing, in agricultural master plan communities this provision shall not apply to farms.
 - (d) Shall not be developed for any purpose other than as specified under subsection (F) below until (i) a minimum of 50% the residential lots and/or residential tracts located within the residential designated area(s) have been final platted and (ii) not less than 20% of the total number of dwelling units approved for said lots and/or tracts have been constructed and have been issued temporary and/or final occupancy permits. For purposes of this section units or beds in a congregate care facility shall not be included in or count toward the total number of dwelling units.

- (e) Plans for nonresidential development and any associated residential uses located on any designated nonresidential area may be submitted and approved following special use permit approval of the land use plan, however no building or other permit shall be issued for any nonresidential area use, including residential use, until the minimum number of dwelling units have been constructed and permitted for occupancy in the designated residential areas per subsection (d) above.
 - (f) Streets, greenways, sidewalk and bike paths, drainage and utility improvements, public recreation areas and improvements and public service delivery improvements, buildings or structures shall be permitted within any nonresidential area at any time following special use permit approval of the land use plan, and compliance with applicable subdivision regulations or other required permits for such improvements.
 - (g) Residential uses located within a nonresidential area shall be subject to the requirements, conditions and restrictions applicable to nonresidential uses.
- (B) Regulation of uses. Subject to subsection (a) of this section, a master plan community may contain the permitted uses as listed in subsections (5) and (6) below in accordance with the following:
- (1) Such uses shall be subject only to the development standards included in this article unless otherwise noted.
 - (2) The listed uses contained in subsections (5) and (6) below are permitted uses within a master plan community, provided compliance with all provisions in this article, and no further special use permit is required for such uses following approval of the land use plan special use permit for the planned unit development within which said uses are proposed to be located.
 - (3) Residential uses shall be permitted in any area designated as either residential and/or nonresidential area if such combined use is indicated upon the approved land use plan, however nonresidential uses shall only be permitted within designated nonresidential areas. Where such combined use is proposed, the number and type of dwelling unit shall be indicated on the land use plan at the time of special use permit application. The location of all farms in an agricultural master plan community must also be shown at the time of special use permit application.
 - (4) All definitions shall be per Article B of this chapter unless otherwise defined in this article.
 - (5) Permitted residential uses:
 - (a) Single-family dwelling;
 - (b) Two-family attached dwelling (duplex);
 - (c) Multi-family development (apartment, condominium and/or townhouse);
 - (d) Family care home, subject to 9-4-103;
 - (e) Accessory building or use;
 - (f) Public recreation or park facility;
 - (g) Private recreation facility;

- (h) Church or place of worship;
 - (i) Golf course; regulation;
 - (j) City of Greenville municipal government building or use subject to 9-4-103;
 - (k) Retirement center or home including accessory nursing care facilities (each separate dwelling unit and/or each five beds in a congregant care facility shall constitute one dwelling unit for residential development density purposes regardless of location);
 - (l) Room renting.
- (6) Permitted nonresidential uses:
- (a) School; elementary subject to 9-4-103;
 - (b) School; kindergarten or nursery subject to 9-4-103;
 - (c) School; junior and senior high subject to 9-4-103;
 - (d) Child day care facilities;
 - (e) Adult day care facilities;
 - (f) Barber or beauty shop;
 - (g) Office; professional and business not otherwise listed in Article D;
 - (h) Medical, dental, ophthalmology or similar clinic not otherwise listed in Article D;
 - (i) Library;
 - (j) Art gallery;
 - (k) Grocery; food or beverage, off-premise consumption;
 - (l) Convenience store (not including principal or accessory auto fuel sales);
 - (m) Pharmacy;
 - (n) Restaurant; conventional;
 - (o) Restaurant; outdoor activities;
 - (p) Bank, savings and loan or other investment institutions;
 - (q) City of Greenville municipal government building or use subject to 9-4-103;
 - (r) Accessory building or use.
 - (s) Microbrewery
- (7) Permitted residential uses, in an agricultural master plan community only
- (a) Farming; agriculture, horticulture, forestry;
 - (b) Greenhouse or plant nursery; including accessory sales;
 - (c) Wayside market for farm products produced on site;
 - (d) Beekeeping; minor use;
- (8) Permitted nonresidential uses, in agricultural master plan community only
- (a) Commercial Agricultural Facility
 - (b) Farmer's market;
 - (c) Wellness center, indoor and outdoor facilities
 - (d) Convention center; private
 - (e) Hotel, motel, bed and breakfast inn; limited stay lodging (not to exceed 10 units/rooms).

(C) Maximum base density requirements.

- (1) Residential base density shall not exceed four dwelling units per gross acre of the entire master plan community including both residential and nonresidential areas, except as further provided under the density bonus options contained in section 9-4-162(J)./ Residential density may be allocated to a designated nonresidential area per subsection (K) of this section provided such designation is noted on the approved land use plan and the dwelling unit density of the residential area is reduced proportionally.
- (2) Except as further provided under subsection (3) below, nonresidential use designated area(s) shall not exceed 5% of the gross master plan community acreage regardless of the actual amount of developed land area devoted to any nonresidential use or activity. Residential development within a designated nonresidential area shall not increase the land area designated as nonresidential.
- (3) Nonresidential use designated areas that are located entirely within a Water Supply Watershed (WS) Overlay District shall not exceed 20% of the gross master plan community acreage regardless of the actual amount of developed land area devoted to any nonresidential use or activity, provided compliance with all of the following:
 - (a) The master plan community shall contain not less than 100 gross acres.
 - (b) The total number of approved single-family, two-family attached (duplex) and/or multi-family dwelling units located within the master planned community shall equal or exceed 300 total dwelling units. For purposes of this requirement units or beds in a congregate care facility shall not be included in or count toward the total number of dwelling units.
 - (c) The nonresidential area and development therein shall be subject to the Water Supply Watershed (WS) Overlay District standards as set forth under section 9-4-197 of this chapter. This shall not apply to agricultural master plan communities.
 - (d) If any portion of any nonresidential designated area is located outside the Water Supply Watershed (WS) Overlay district then all nonresidential use designated areas shall not exceed 5% of the gross master plan community acreage regardless of the actual amount of developed land area devoted to any nonresidential use or activity.

(D) Open space requirements.

- (1) A master plan community shall reserve not less than 25% of the gross acreage as common open space.
- (2) Except as otherwise provided, such open space area shall not be used as a building site or be utilized for any public street right-of-way or private street easement, private driveway or parking area or other impervious improvement.
- (3) A minimum of one third of the required open space shall be contained in one continuous undivided part, except for the extension of streets. For purposes of this requirement, such open space areas shall not measure less than 30 feet in width at the narrowest point.

- (4) Not more than 25% of the required open space shall lie within any floodway zone.
- (5) If developed in sections, the open space requirements set forth herein shall be coordinated with the construction of dwelling units and other facilities to insure that each development section shall receive benefit of the total common open space. A final subdivision plat shall be recorded in the Pitt County Register of Deeds which clearly describes the open space(s) and conditions thereof, prior to the issuance of any building permit(s).
- (6) Such open space area shall be legally and practically accessible to the residents of the development, or to the public if so dedicated.
- (7) Such open space area shall be perpetually owned and maintained for the purposes of this article by a property owner's association or, if accepted by the city, dedicated or deeded to the public.
- (8) Streets, private drives, off street parking areas and structures or buildings shall not be utilized in calculating or counting towards the minimum common open space requirement; however, lands occupied by public and/or private recreational buildings or structures, bike paths and similar common facilities may be counted as required open space provided that such impervious surface constitute no more than 5% of the total required open space.
- (9) In an agricultural master plan community enclosed farm land that is made accessible through the provision of perimeter and connective trails, regardless of dimension, may be counted towards the 25% open space requirement.
- (10) In the designation and approval of common open space, consideration shall be given to the suitability of location, shape, character and accessibility of such space. The location and arrangement of any common open space(s) shall be subject to City Council Board of Adjustment approval.

(E) Recreation Space requirement.

- (1) A minimum of 25% of the required gross common open space in a master plan community shall be developed for active recreational purposes. For purposes of this section, "active recreation" shall include, but not be limited to, tennis courts, swimming pools, ball fields, fitness courses and the like.
- (2) The City Council Board of Adjustment may rely on the advice of the Director of Recreation and Parks concerning the suitability of proposed "active recreation" facilities.

(F) Dedication of open space, park lands and greenways.

- (1) If any portion of the area proposed for a master plan community lies within an area designated in the officially adopted greenway master plan as a greenway corridor, the area so designated shall be included as part of the area set aside to satisfy the open space requirements of this section. The area within such greenway corridor shall be dedicated and/or reserved to the public at the option of the city.
- (2) Where land is dedicated to and accepted by the city for open space, park and recreation purposes and/or greenways, such lands may be included as part of the gross acreage, open space and/or recreation space requirement of this article.

- (3) Approved master plan community shall not be subject to any recreation and/or open space requirement of the subdivision and/or zoning regulations not otherwise included in this chapter.
- (G) Off-street parking requirement.
- (1) Parking requirements shall be in accordance with Article O of this chapter.
- (H) Bufferyard setbacks and vegetation requirements for site developments, parking lots and drives.
- (1) Bufferyard setbacks shall be in accordance with Article G of this chapter.
- (2) Vegetation requirements shall be in accordance with Article P of this chapter.
- (I) Driveways
- (1) Driveways shall be in accordance with Title 6, Chapter 2, Streets and Sidewalks of the Greenville City Code.
- (J) Residential density bonus provisions and standards. A residential density bonus rounded to the nearest whole number and not to exceed a total of 200% - (eight units per gross acre) – over the allowable base density as set forth in section 9-4-162(C) may be approved by the ~~City Council~~ Board of Adjustment in accordance with the standards for allowing density bonuses listed below. The applicable requirements of section 9-4-167(C), preliminary plat-site plan requirements, shall be indicated on the land use plan in sufficient detail to enable the ~~City Council~~ Board of Adjustment to evaluate such density bonus proposals. Regardless of the density bonus provision satisfied or approved, the total residential density of any master plan community shall not exceed 12 dwelling units per gross acre.
- (1) Common open space. Increasing the common open space area by 20 or more percent above the required common open space provisions (i.e. 45% or more) shall allow a bonus of 50% - (two total units per gross acre) – above the base density of a master plan community.
- (2) Bike paths/greenway systems. The provision of a constructed system of bike paths/pedestrian greenways that form a logical, safe and convenient system of access to all dwellings units, interior project facilities or principal off-site pedestrian destinations shall qualify for a density bonus. Such facilities shall be appropriately located, designed and constructed with existing topography, land form, and vegetation in accordance with the Greenway Master Plan requirements and other amenities associated with the master plan community.
- (K) Combination of use. Combination of use shall only be permitted in areas designated as “nonresidential” on the approved land use plan. Residential and nonresidential uses may be approved to be located on the same lot and in the same structure provided such combined uses individually comply with all standards applicable to each uses. Where residential and nonresidential uses are located in the same structure the more restrictive requirements and regulations shall apply to all common structures.”

Section 5: That Title 9, Chapter 4, Article J, Section 163 of the City Code is hereby amended by inserting the following in its stead:

“SEC. 9-4-163 MASTER PLAN COMMUNITY; RESIDENTIAL USES DIMENSIONAL STANDARDS. (See also section 9-4-162(k) Combination of use)

- (A) Lot area. The lot area for each detached single-family dwelling shall be no less than 4,000 square feet.
- (B) Lot width. No minimum lot width for detached single-family dwelling, however, all lots shall contain a building site of like design and area to other lots within the common development. Lot width for each attached dwelling unit shall be not less than 16 feet. For purposes of this section, “lot width” shall include condominium unit width.
- (C) Lot frontage. Forty feet, except on the radius of a cul-de-sac where such distance may be reduced to 20 feet.
- (D) Public or private street setback. Except as further provided, no principal or accessory structure shall be closer than 20 feet to a public street right-of-way or private street easement. Detached single-family dwellings shall be setback not less than 15 feet from a public street right-of-way or private street easement or as further provided herein.
- (E) Minimum side yard. The side yard area required for detached single-family and two-family attached dwellings may be subject to section 9-4-165 (zero lot line) or not less than 12 feet, provided however, that no detached single-family or two-family attached structure shall be located on more than one exterior side lot line.

Detached single-family and two-family dwellings which do not utilize the provisions of section 9-4-165 (zero lot line) and are not located adjacent to a structure or lot subject to section 9-4-165 (zero lot line) shall maintain a minimum side setback of not less than six feet.

The side yard area required for attached units shall be subject to the applicable provisions of section 9-4-15 (zero lot line) provided the end unit of an attached building group containing three or more units is not less than 16 feet from an adjacent property, line or building.

- (F) Minimum rear yard. Except as further provided, the rear yard area required for detached or attached dwelling units shall be subject to section 9-4-165 (zero lot line) or not less than 20 feet. Detached single-family dwellings shall be subject to section 9-4-165 (zero lot line) or not less than 12 feet.
- (G) Building separation. Building separation within group developments containing two or more principal structures on one lot of record shall be subject to the following.
- (H) Maximum height. No structures or buildings having a zero side and/or rear setback in accordance with section 9-4-165 shall exceed 35 feet in height above the property grade.
- (I) Periphery boundary setback and vegetation requirement. No portion of a master plan community including accessory structures, parking areas or required yards shall be located less than 20 feet from the peripheral boundaries of the master plan community. The peripheral boundary setback area shall be left in its natural vegetative state or shall be landscaped in accordance with the screening requirements for a bufferyard “G” classification as specified in Article P of this chapter. Where the natural vegetation does not meet the minimum bufferyard “C” requirements then additional vegetation shall be

installed as a condition of development prior to occupancy of dwellings or units within the respective section or phase. Public dedicated and accepted recreation and park land, as well as private farms and associated perimeter trails may encroach into the peripheral boundary setback.

- (J) Additional attached dwelling transition setback. The following scale shall be utilized in the calculation of the minimum building setback, in addition to the periphery boundary setback as specified above, between proposed attached dwelling units including their accessory structures and existing single-family zoning districts or other predominantly single-family development as defined herein that border the master plan community. For purposes of this subsection “other predominantly single-family development” shall be that area within 100 feet of the external boundary of the master plan community district in which 50% or more of the conforming land uses are single-family residential.

Number of Units per Building	Additional Setback (Feet)
2	20
3-5	40
6-10	60
11 or over	80

- (K) Recreation area setback. No portion of an active private recreation area shall be located within 50 feet of the external boundary of the master plan community. Public recreation areas or park land dedicated or deeded to the city shall not be subject to any external boundary setback and may be located in the peripheral boundary setback area.
- (L) Transition area setback. Where a master plan community adjoins or borders an existing single-family zoning district or other predominantly single-family development sharing common frontage on the same or opposite side of a public or private street, the minimum right-of-way and/or easement setback requirement of said single-family zone of development shall be utilized for the entire opposite frontage and 200 feet from such common border along such street. For purposes of this subsection, “other predominantly single-family development” shall be that area within one hundred feet number of the external boundary of the master plan community in which 50% or more of the conforming land uses are single-family residential. For purposes of this section, the minimum setback requirement along any common intersecting street may transition from the minimum right-of-way and/or easement setback requirement of the adjoining single-family zone or development to the minimum setback requirement specified under section 9-4-163(D).
- (M) Building length. No continuous unit or series of attached units shall exceed a combined length of 260 feet. Where a continuous unit or series of units is separated by an attached and enclosed common area or enclosed community facility structure utilized for recreation, food delivery (cafeteria), assembly, and the like, the “building length” measurement shall not include the attached and enclosed common area or enclosed community facility. Portions of buildings separated by an enclosed common area or

enclosed community facility shall be considered as separated for purposes of this section (M).

(N) Storage area required. Every dwelling unit shall provide private storage in the amount of 10% given the gross habitable floor area. The living area including closes and attics shall not count toward the required private storage area. Such storage area shall be provided in the form of attached utility rooms, detached accessory structures, and/or private yard area available for such future use or otherwise as approved by the ~~City Council~~ Board of Adjustment. This section shall not apply to congregate care facilities.

(O) Accessory structure requirements.

- (1) Shall not be located within any front yard.
- (2) Detached accessory structures which are constructed with a one-hour fire rated assembly as required by the North Carolina State Building Code, as amended, shall not be located less than five feet from any principal structure. It shall be the responsibility of the property owner to demonstrate compliance with this section. Detached accessory structures that are not constructed with a one-hour fire rated assembly shall not be located less than ten feet from any principal structure. No detached accessory structure shall be located less than five feet from any other detached accessory structure located on the same lot.
- (3) Shall not cover more than 20% of any of the side yard or rear yard.
- (4) The side or rear yard requirement for attached and detached accessory structures shall be subject to the provisions of section 9-4-165 (zero lot line) or not less than five feet.
- (5) Satellite dish antennae and swimming pools shall comply with the applicable provisions of Article F, Dimensional standards.
- (6) For purposes of this section any accessory structure attached to a principal structure shall be subject to the setback requirements of the principal structure.

(P) Residential garbage/trash container, recycling center and compactor locations.

- (1) No garbage/trash container or recycling center shall be located closer than 20 feet to any dwelling structure and no compactor shall be located closer than 50 feet to any dwelling structure.
- (2) Each garbage/trash container required to service the development shall be located within 200 feet of the dwelling units such container is intended to serve.
- (3) Garbage/trash containers and recycling centers shall be enclosed on three sides by a complete visual screen consisting of a fence, vegetation or combination thereof.
- (4) Except as further provided, compactors shall be completely enclosed by a visual screen and safety barrier composed of an opaque masonry wall and opaque metal or wooden gate, said wall and gate shall be not less than two feet higher than the highest point of the compactor. The Director of Community Development or designee may approve substitute wall and gate material provided the wall and gate results in an opaque visual screen and safety barrier as required by this subsection; vegetation shall not be acceptable for this purpose.

- (5) Garbage/trash containers, recycling centers and compactors shall be in accordance with Title 6, Chapter 3, Garbage and Refused Collection and Disposal, of the Greenville City Code.
- (Q) Setback exemption. Except as further provided, minimum non-screening bufferyard “B” setbacks set forth under section 9-4-119, and/or minimum street right-of-way building setbacks may be reduced by up to 10%, at the option of the owner, where such reduction is necessary to retain an existing ten-inch plus caliper large tree, provided: (i) such tree is determined, by the director of Planning and Development Services or their designated representative, to be either natural growth (seedling) vegetation or that such tree has been in existence for not less than 20 years at the current location, otherwise previously transplanted trees shall not qualify for purposes of this section, (ii) that such reduction is indicated upon an approved site plan; including the location, type and caliper of the subject tree, and the building separation and future no –build zone as further described, (iii) that a building to tree trunk separation of not less than ten feet is maintained at the time of initial construction, (iv) no new future buildings, expansions or additions to existing buildings, or other impervious areas including parking areas and/or drives, shall be allowed to encroach into a designated future no-build zone, described as a ten-foot radius from the center of the trunk of the retained tree, and (v) a six-inch or greater caliper large tree shall be substituted in replacement of any dead or diseased tree qualified under this requirement, at the location of the removed tree, within 60 days of removal of the tree by the owner or within said period following notice by the city. The setback reduction allowance shall not apply to single-family and two-family attached (duplex) development or associated accessory structures.
- (R) When both residential and nonresidential uses are included in one common structure the more restrictive requirements shall apply to the entire structure.”

Section 6: That Title 9, Chapter 4, Article J, Section 151 of the City Code is hereby amended by inserting the following in its stead:

“SEC. 9-4-164 MASTER PLAN COMMUNITY; NONRESIDENTIAL USE DIMENSIONAL STANDARDS. (See also section 9-4-162(k) Combination of use)

- (A) Lot area. No minimum
- (B) Lot width. No minimum
- (C) Public or private street setback. No principal or accessory structure shall be closer than 20 feet to a public street right-of-way or private street easement.
- (D) Minimum side yard. Fifteen feet.
- (E) Minimum rear yard. Twenty feet.
- (F) Height. No structure or building shall exceed 35 feet in height above the property grade.
- (G) Building separation. No structure or building shall be located within 20 feet of any other structure or building.
- (H) Nonresidential condominium or townhouse type development. Shall be subject to the applicable provisions of section 9-4-165 (zero lot line)
- (I) Accessory structure requirement. Shall be in accordance with principal building setbacks.

- (J) Nonresidential garbage/trash container, recycling center and compactor locations.
- (1) Garbage/trash containers and recycling centers shall be enclosed on three sides by a complete visual screen consisting of a fence, vegetation or combination thereof.
 - (2) Except as further provided, compactors shall be completely enclosed by a visual screen and safety barrier composed of an opaque masonry wall and opaque metal or wooden gate, said wall and gate shall be not less than two feet higher than the highest point of the compactor. The Director of Community Development or designee may approve substitute wall and gate material provided the wall and gate results in an opaque visual screen and safety barrier as required by this subsection; vegetation shall not be acceptable for this purpose.
 - (3) Garbage/trash containers, recycling centers and compactors shall be in accordance with Title 6, Chapter 3, Garbage and Refused Collection and Disposal, of the Greenville City Code.
- (K) Setback exemption. Except as further provided, minimum non-screening bufferyard “B” setbacks set forth under section 9-4-119, and/or minimum street right-of-way building setbacks may be reduced by up to 10%, at the option of the owner, where such reduction is necessary to retain an existing ten-inch plus caliper large tree, provided: (i) such tree is determined, by the Director of Planning and Development Services or their designated representative, to be either natural growth (seedling) vegetation or that such tree has been in existence for not less than 20 years at the current location, otherwise previously transplanted trees shall not qualify for purposes of this section, (ii) that such reduction is indicated upon an approved site plan; including the location, type and caliper of the subject tree, and the building separation and future no –build zone as further described, (iii) that a building to tree trunk separation of not less than ten feet is maintained at the time of initial construction, (iv) no new future buildings, expansions or additions to existing buildings, or other impervious areas including parking areas and/or drives, shall be allowed to encroach into a designated future no-build zone, described as a ten-foot radius from the center of the trunk of the retained tree, and (v) a six-inch or greater caliper large tree shall be substituted in replacement of any dead or diseased tree qualified under this requirement, at the location of the removed tree, within 60 days of removal of the tree by the owner or within said period following notice by the city.
- (L) When both residential and nonresidential uses are included in one common structure the more restrictive requirements shall apply to the entire structure.

SEC. 9-3-165 ZERO SIDE OR REAR YARD SETBACKS FOR DETACHED AND ATTACHED BUILDINGS OR STRUCTURES.

- (A) A zero side or rear yard setback where the side or rear building line is on the side or rear lot line as permitted herein, may be permitted, subject to the following provisions.
- (1) Any wall, constructed on the side or rear lot line shall be a solid doorless and windowless wall. Such wall shall contain no electrical, mechanical, heating, air condition or other fixtures that project beyond such wall. If there is an offset of the wall from the lot line, such offset shall be subject to the provisions of section

9-4-163 and/or section 9-4-164. Roof eaves may encroach two feet into the adjoining lot;

- (2) A five-foot maintenance and access easement with a maximum eave encroachment easement of two feet within the maintenance easement shall be established on the adjoining lot and shall assure ready access to the lot line wall at reasonable periods of the day for normal maintenance;
- (3) No two units or structures shall be considered attached unless such units or structures share a five-foot common party wall; and
- (4) Common party walls of attached units shall be constructed in accordance with the North Carolina State Building Code, G.S. Chapter 47C (North Carolina Condominium Act) and other applicable requirements.”

“SEC. 9-4-166 SPECIAL USE PERMIT; APPLICATION, LAND USE PLAN, PRELIMINARY PLAT-SITE PLAN AND FINAL PLAT REQUIREMENTS.

(A) Application. An application for a special use permit to develop a specific master plan community shall only be considered when the development property is zoned to a district that permits such special use option. See Article D, section 9-4-78(F)(2) of this chapter for applicable districts.

(1) Criteria. In addition to other considerations, the following may be utilized by the ~~City Council~~ Board of Adjustment in evaluation of a special use permit pursuant to G.S. ~~160A-388(a)~~ 160D-705(c):

- (a) That the proposed population densities, land use and other special characteristics of development can exist in harmony with adjacent areas;
- (b) That the adjacent areas can be developed in compatibility with the proposed master plan community; and
- (c) That the proposed master plan community will not adversely affect traffic patterns and flow in adjacent areas.

(B) Land use plan. All applications for approval of a master plan community special use permit shall be accompanied by a land use plan prepared by a registered engineer or surveyor, submitted in accordance with section 9-5-44 of the subdivision regulations for preliminary plats and which shall include but not be limited to the following:

- (1) The numbers and types of residential dwelling units including density and density bonus options proposed within each section and the delineation of nonresidential areas;
- (2) Planned primary and secondary traffic circulation patterns showing proposed and existing public street rights-of-way;
- (3) Common open space and recreation areas to be developed or preserved in accordance with his article;
- (4) Any proposed convention center must be shown in terms of location and scale, and all proposed event types must be listed;
- (5) Minimum peripheral boundary, transition area, and site development setback lines;

- (6) Proposed water, sanitary sewer, storm sewer, natural gas and underground electric utilities and facilities to be installed per Greenville Utilities Commission and city standards;
 - (7) The delineation of areas constructed in sections, showing acreage;
 - (8) Water supply watershed overlay district delineation;
 - (9) Regulated wetlands delineation;
 - (10) Boundary survey of the tract showing courses and distances and total acreage, including zoning, land use and lot lines of all contiguous property.
- (C) Preliminary plat-site plan requirements. After approval of the land use plan special use permit as set forth herein, the developer shall submit the following according to the approved schedule of development:
- (1) All information required by and in accordance with Title 9, Chapter 5, Subdivisions, of the Greenville City Code for submission of preliminary plats;
 - (2) Where zero lot line options as provided under section 9-4-165 are proposed, the building area for such lots shall be indicated on the plat.
- (D) Final plat requirements. After approval of the preliminary plat as set forth herein, the developer shall submit the following according to the approved schedule of development:
- (1) All information required and in accordance with Title 9, Chapter 5, Subdivisions of the Greenville City Code and for submission of final plats;
 - (2) Where zero lot line setbacks are proposed, the building area for such lots shall be indicated.
 - (3) A final plat shall be recorded for the purpose of creating a boundary lot or tract for the entire master plan community prior to the approval of any separate final plat for any section and prior to the issuance of any permit for development in any section or phase located within the common project. The purpose of this requirement is to establish a permanent boundary for the master plan community project and to obtain any dedications of land, easements, opens spaces and/or right-of-ways necessary to insure compliance with this article. As individual section or phases within the boundary lot or tract are final platted the area outside the section or phase shall be labeled and referenced as “future development area” for the approved master plan community.
- (E) Site plans for specific developments. Site plans for specific developments shall be reviewed in accordance with Article R of this chapter.
- (F) Procedure; required review and special use permit approval.
- (1) Land use plan; special use permit. The applicant for a special use permit to develop a specific master plan community shall submit all information as required herein to the Director of Planning and Development Services 40 working days prior to the scheduled ~~City Council Board of Adjustment~~ public hearing.
 - (a) Contents. All information as required by Section 9-4-166(B)
 - (b) Supplemental information. The land use plan may include, at the option of the applicant, other additional information and details in support of the petition and/or voluntary conditions of approval including additional landscaping, setbacks, buffers, screening, specific building design and

arrangement, or other site improvements or proposed facilities. Supplemental information offered by the application shall constitute a condition of approval of the special use permit if approved.

- (c) The ~~City Council~~ Board of Adjustment shall hold a public hearing to review the special use permit application. The ~~City Council~~ Board of Adjustment may in its discretion attach reasonable conditions to the plan to insure that the purposes of the master plan community can be met.
- (d) The ~~City Council~~ Board of Adjustment may in its discretion attach conditions to the plan that exceed the minimum standards as set forth herein when it is found that such conditions are necessary to insure that the proposed master plan community will be compatible with adjacent areas.
- (e) Required findings. Prior to approval of a special use permit, the ~~City Council~~ Board of Adjustment shall make appropriate findings to insure that the following requirements are met:
 - 1. That the property described was, at the time of special use permit application, zoned to a district that allows master plan community subject to special use permit approval as provided by Title 9, Chapter 4, Article J, of the Greenville City Code.
 - 2. That the applicant for a special use permit to develop the master plan community is the legal owner, and/or representative in the case of a property owners' association, of the subject property.
 - 3. That those persons owning property within 100 feet of the proposed master plan community as listed on the current county tax records were served notice of the public hearing by first class mail in accordance with applicable requirements.
 - 4. That the notice of a public hearing to consider the master plan community special use permit was published in a newspaper having general circulation in the area, ~~as required by law.~~
 - 5. That master plan community meets all required conditions and specifications of the zoning ordinance for submission of a master plan community special use permit.
 - 6. That master plan community has existing or proposed utility services which are adequate for the population densities proposed.
 - 7. That the master plan community is properly located in relation to arterial and collector streets and is designed so as to provide direct access without creating traffic which exceeds acceptable capacity as determined by the City Engineer on streets in adjacent areas outside the master plan community.
 - 8. That the master plan community is in general conformity with Horizons 2026: Greenville's Community Plan.
 - 9. That the total development, as well as each individual section of the master plan community can exist as an independent unit

capable of creating an environment of sustained desirability and stability.

10. That the master plan community will not adversely affect the health and safety of persons residing or working in the neighborhood of the proposed development and will not be detrimental to the public welfare if located and developed according to the plan as submitted and approved.
11. That the master plan community will not injure, by value or otherwise, adjoining or abutting property or public improvements in the neighborhood or in the alternative, that the use is a public necessity.
12. That the location and character of the master plan community, if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located.

~~(f) Notice; publication. Notice of the City Council public hearing shall be given in the same manner as for amendments to the zoning ordinance.~~

~~(f) Notice; publication. A notice of the hearing shall be given once a week for two successive weeks in a newspaper having general circulation in the local government's planning and development jurisdiction area. The notice shall be published the first time not less than 10 days nor more than 25 days preceding the hearing.~~

~~(g) Notice of the City Council public hearing shall be delivered by first class mail to all owners of property within 100 feet of the external property boundaries of the proposed master plan community. Such notice shall be postmarked not less than 20 calendar days prior to the date of the public hearing. Failure to notify all owners shall not affect the validity of the action provided due diligence has been exercised in the attempts to provide notice. "Notice of Hearing. - Notice of evidentiary hearings shall be mailed to the person or entity whose appeal, application, or request is the subject of the hearing; to the owner of the property that is the subject of the hearing if the owner did not initiate the hearing; to the owners of all parcels of land abutting the parcel of land that is the subject of the hearing; and to any other persons entitled to receive notice as provided by the local development regulation. In the absence of evidence to the contrary, the local government may rely on the county tax listing to determine owners of property entitled to mailed notice. The notice must be deposited in the mail at least 10 days, but not more than 25 days, prior to the date of the hearing. Within that same time period, the local government shall also prominently post a notice of the hearing on the site that is the subject of the hearing or on an adjacent street or highway right-of-way. The board may continue an evidentiary hearing that has been convened without further advertisement. If an evidentiary hearing is set for a given date and~~

a quorum of the board is not then present, the hearing shall be continued until the next regular board meeting without further advertisement.”

- (h) Action by ~~City Council~~ Board of Adjustment. The ~~city council~~ Board of Adjustment shall act on the special use permit application by one of the following:
 - 1. Approve the application as submitted;
 - 2. Approve the application, subject to reasonable conditions or requirements;
 - 3. Table or continue the application; or
 - 4. Deny the application.
 - (i) Binding effect. If approved, the special use permit shall be binding upon the application, successor and/or assigns and runs with the land.
 - (j) Voting. ~~Council~~ Board of Adjustment shall vote as provided in state law. ~~Appeals from City Council action~~. Appeal from final action can be taken by filing a petition for certiorari with the Pitt County Superior Court.
 - (k) Records and files of special use permit applications, actions and approvals. Records and files of special use permit applications, actions and approvals for each master plan community land use plan shall be maintained in the City of Greenville Planning and Development Services Department. Such records and files shall be available for public inspection during regular working hours in accordance with applicable law. The original order granting the special use permit and minutes of the public hearing shall be maintained by the City Clerk.
- (2) Preliminary plat-site plan. After approval of the land use plan special use permit as provided herein or in conjunction therewith, the developer shall submit all information as required below to the Director of Planning and Development Services, or authorized agent, not less than 20-40 working days prior to the scheduled Planning and Zoning Commission meeting:
- (a) The preliminary plat site-plan shall be reviewed and administered pursuant to the provisions of this article and Title 9, Chapter 5, Subdivisions of the Greenville City Code for preliminary plats;
 - (b) Contents. All information as required by section 9-4-166(C) preliminary plat site plan requirements;
 - (c) The Planning and Zoning Commission shall review and approve the submitted preliminary plat-site plan provided such is in conformance with the approved land use plan and the provisions of this article; and
 - (d) No building permit shall be issued for any construction within any master plan community until a preliminary plat-site plan has been approved in accordance with the provisions of this article. Building permits may be issued in accordance with the applicable provisions of this article and Title 9, Chapter 5, Subdivisions of the Greenville City Code.
- (3) Final Plat. After approval of the preliminary plat-site plan as provided herein, the developer shall submit all information as required below to the Director of

Planning and Development Services, or authorized agent, not less than ten working days prior to the scheduled subdivision review board meeting:

- (a) The final plat shall be reviewed and administered pursuant to the provisions of this Article and Title 9, Chapter 5, Subdivisions of the Greenville City Code for final plats;
- (b) The final plat shall contain all information as required by section 9-4-166(D), final plat requirements;
- (c) The subdivision review board shall review and approve the final plat provided such plat conforms to the approved preliminary plat-site plan; and
- (d) No building permit shall be issued within any master plan community until a final plat and all covenants, restrictions, easements, agreements or otherwise for such development or section thereof has been recorded in the Pitt County Register of Deeds.

“SEC. 9-4-167.1 STORMWATER STANDARDS IN MASTER PLAN COMMUNITIES

(A) For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Built-upon area (BUA). That portion of a development project that is covered by impervious or partially impervious cover including buildings, pavement, gravel areas (e.g., roads, parking lots, paths), recreation facilities (e.g., tennis courts) and the like. (Note: wooden slatted decks and the water area of a swimming pool are considered pervious.)

Impervious surfaces. Those areas within developed land that prevent or significantly impede the infiltration of stormwater into the soil. Common “impervious surfaces” include but are not limited to roof tops, sidewalks, walkways, patio areas, roads, driveways, parking lots, storage areas, brick or concrete pavers, compacted gravel surfaces (roads, driveways, parking and storage areas), and other surfaces which prevent or significantly impede the natural infiltration of stormwater into the soil.

New development. The following:

- (1) Any activity including grubbing, stump removal and/or grading that disturbs greater than one acre of land to establish, expand or replace a single-family or duplex residential development or recreational facility. For individual single-family residential lots of record that are not part of a larger common plan of development or sale, the activity must also result in greater than 10% built-upon area.
- (2) Any activity including grubbing, stump removal and/or grading that disturbs greater than one-half an acre of land to establish, expand or replace a multi-family residential development or a commercial, industrial or institutional facility.

Redevelopment. Any rebuilding activity other than a rebuilding activity that:

- (1) Results in no net increase in built-upon area; and
- (2) Provides equal or greater stormwater control than the previous development.

(B) Attenuation requirements.

- (1) At a minimum, new development and redevelopment as described in this section shall not result in a net increase in peak flow leaving the site from pre-development conditions for the one-year, five-year and ten-year, 24-hour storm events.
- (2) New development and redevelopment, as described in this section, in areas at special risk with well documented water quantity problems as determined by the City Engineer, shall not result in a net increase in peak flow leaving the site from pre-development conditions for the 25-year, 24-hour storm event.
- (3) Peak flow leaving the site from pre-development conditions for the one-year, five-year, ten-year and 25-year, 24-hour storm events shall be calculated, and the plan shall be prepared and approved using the standards of the City Engineer, as set forth in the city's *Manual of Standard Designs and Details* and stormwater management program.
- (4) The drainage plan as required by this section shall include but not be limited to a site plan showing existing proposed buildings, storm drainage facilities, ground cover, site construction plans with grading plan, and drainage system; drainage facility design data including area map, engineering calculations, area of impervious cover and total land area.
- (5) In the event that literal interpretation of this section creates an undue hardship, the applicant may appeal to the Board of Adjustment for a variance in whole or in part from this section.
- (6) No part of this section shall be applied to structures existing prior to the effective date of this section nor shall existing impervious ground cover be used in the calculation of runoff.

(C) Exemptions to the attenuation requirement.

Peak flow control is not required for developments that meet one or more of the following requirements:

- (1) The increase in peak flow between pre- and post-development conditions does not exceed 10% (note that this exemption makes it easier to conduct redevelopment activities); or

- (2) The development occurs in a part of a drainage basin where stormwater detention can aggravate local flooding problems as determined by the city.
- (3) Redevelopment projects that replace or expand existing structures or improvements and that do not result in a net increase in built-upon area.”

“SEC. 9-4-168 STREET DESIGN CRITERIA.

- (A) For the purposes of a master plan community, three types of streets shall be utilized to provide internal access to the development. The three types of streets are defined as:
 - (1) Minor street. Distributors within the master plan community that provide linkage with major streets outside the master plan community; and
 - (2) Marginal access street. Those streets which connect with minor streets to provide access to individual buildings within the master plan community;
- (B) The street design of all master plan communities shall be in conformance with Title 9, Chapter 5, Subdivisions of the Greenville City Code, the Manual of Standards, Designs and Details, and Horizons 2026: Greenville’s Community Plan.

Upon approval of the planning and zoning commission, interior roads may be allowed to be constructed as private streets, subject to the requirements of Title 9, Chapter 5, Subdivisions, of the Greenville City Code. Where such private streets are allowed, a property owners’ association shall perpetually maintain such private streets in suitable conditions and state of repair for the city to provide normal delivery of services, including but not limited to, garbage pickup, police and fire protection. If at any time such private streets are not maintained by the property owners’ association and travel upon them becomes or will be hazardous or inaccessible to city service or emergency vehicles, the city may cause such repairs after a reasonable period of notification to the property owners’ association. In order to remove safety hazards and ensure the safety and protection for the development, the city may assess the cost of such repairs to the property owners’ association. The city shall have no obligation or responsibility for maintenance or repair of such private streets as a result of the normal delivery of services or otherwise by the city or others using such streets. No private street(s) shall be allowed unless a property owners’ association is established for the purpose of providing for and perpetually maintaining such streets. All private streets shall be dedicated to the city as utility easements. Where a private street serves only one lot under separate ownership the property owner of such lot shall assume all responsibilities, duties and liabilities of a property owners’ association under this section.”

“SEC. 9-4-170 AMENDMENT TO LAND USE PLAN SPECIAL USE PERMIT.

- (A) *Minor changes.* Amendments to the approved land use plan special use permit that in the opinion of the Director of Planning and Development Services do not substantially change the concept of the master plan community as approved may be allowed by administrative action of the Director of Planning and Development Services or authorized agent. Such minor changes may include, but are not ~~be~~ limited to, small site alterations such as realignment of streets and relocation of utility lines due to

engineering necessity. The owners shall request such amendment in writing, clearly setting forth the reasons for such changes. If approved, the land use plan shall be so amended by administrative action of the Director of Planning and Development Services or authorized agent prior to submission of any preliminary plat-site plan application involving or affecting such amendment. Appeal from the decision of the Director of Community Development may be taken to the ~~City Council~~ Board of Adjustment within 30 days of the administrative action.

- (B) *Major changes.* Amendments to the approved land use plan that in the opinion of the Director of Planning and Development Services do in fact involve substantial changes and deviations from the concept of the master plan community as approved shall require review and approval pursuant to section 9-4-166(F). Such major changes shall include but not be limited to increased density, change in street pattern, change in ~~land~~ land use, location of land uses, open space or recreation space location or area, and condition(s) of ~~City Council~~ Board of Adjustment approval. Appeal from the decision of the Director of Planning and Development Services may be taken to the ~~City Council~~ Board of Adjustment within 30 days of the administrative action.
- (C) *Authority.* Minor changes may be approved administratively by the Director of Planning and Development Services or authorized agent. Major changes shall require ~~City Council~~ Board of Adjustment approval of an amended special use permit. Appeal from the decision of the Director of Planning and Development Services concerning a minor or major change to the land use plan shall require review and approval pursuant to section 9-4-166(F).

~~*Variances.* The City of Greenville Board of Adjustment shall not be authorized to grant or approve any variance from the minimum requirement as set forth in this section or conditions as approved by the City Council.”~~

Title 9, Chapter 4, Article K. Land Use Intensity (LUI) Development

Sec. 9-4-179 PURPOSE AND INTENT; TERMS AND DEFINITIONS

(A) *Generally.* The land use intensity (LUI) system is a development option allowed pursuant to G. S. 160D-406 and 160D-705 for special use permit approval of the Board of Adjustment and designed with the intent to:

Sec. 9-4-186. Special use permit; application, content, public hearing, conditions of approval, required findings, notice, action, appeal, amendment.

(a) *Application.* The applicant for a special use permit to develop a specific land use intensity project shall submit all information as required herein to the director of community development not less than ~~twenty-four~~ (2040) working days prior to the scheduled Board of Adjustment meeting. Application shall only be made in accordance with Article D, Table of Permitted and Special Use, and at the LUI rating specified for the particular use.

(b) *Content; required review.* The special use permit application shall include (i) a site plan illustrating all buildings, structures, streets, drives, parking, screening, berms, landscaping, open spaces, active recreation areas and facilities, storm water structures, wetlands, flood hazard areas, environmental limitations, utilities and other improvements per the Land Development Administrative Manual, (ii) typical building and unit façade illustrations including balconies, porches, patios, decorative and/or functional walls and fences, and (iii) all additional information necessary for the ~~Planning and Zoning Commission~~ Board of Adjustment to insure compliance with this article or other ordinances or regulations of the City of Greenville and Greenville Utilities Commission. All applications shall be reviewed and administered in accordance with Title 9, Chapter 5, Subdivisions of the Greenville City Code for preliminary subdivision plats.

(c) *Public hearing.*

- (1) The ~~planning and zoning commission~~ Board of Adjustment shall hold a public hearing to review the special use permit application. The ~~planning and zoning commission~~ Board of Adjustment may in its discretion attach reasonable conditions to the plan to insure that the purposes of the land use intensity development as stated in section 9-4-179 can be met.

(d) *Conditions of approval.* The ~~planning and zoning commission~~ Board of Adjustment may in its discretion attach conditions to the plan that exceed the minimum standards as set forth herein when it is found that such conditions are necessary to insure that the proposed development will be compatible with adjacent areas. Such conditions may include, but not be limited to right-of-way setback, drives and parking, screening, landscaping, bufferyard setback, building façade, building configuration, density or other requirements.

(e) *Required findings.* Prior to approval of a special use permit, the ~~planning and zoning commission~~ Board of Adjustment shall make appropriate findings to insure that the following requirements are met:

- (1) The ~~planning and zoning commission~~ Board of Adjustment must find that the use has existing or proposed utility services which are adequate for the population densities as proposed.
- (2) The ~~planning and zoning commission~~ Board of Adjustment must find that the use is properly located in relation to arterial and collector streets and is designed so as to provide direct access without creating traffic which exceeds acceptable capacity as determined by the city engineer on streets in adjacent areas outside the development.
- (3) The ~~planning and zoning commission~~ Board of Adjustment must find that the use (i) will not adversely affect the health or safety of persons residing or working in the neighborhood of the proposed use, (ii) will not be detrimental to the public welfare, and (iii) will not constitute a nuisance or hazard, if located and developed according to the plan as submitted and approved. Such health and safety, public welfare and nuisance or hazard considerations include but are not limited to the following:

- a. The number of persons who can reasonably be expected to live within or frequent the development at any one time.
 - d. The intensity of the proposed development in relation to the intensity of adjoining and area uses.
 - c. The visual impact of the proposed development as viewed from adjacent properties and public street rights-of way.
 - d. The location and extent of exterior physical activities of the proposed use including common recreation areas and facilities, and common and/or private patios, porches, balconies and open spaces.
 - e. The reasonably anticipated noise or other objectionable characteristics that will result from the proposed use, or as a result of any element of project design.
 - f. The safe and convenient location of all on-site parking and drives.
 - g. The existing vehicular traffic on area streets.
 - h. The reasonably anticipated increase in vehicular traffic generated by the proposed development.
 - i. The condition and capacity of area street(s) which will provide access to the proposed development.
 - j. The visibility afforded to both pedestrians and operators of motor vehicles both on-site and off-site.
 - k. The anticipated, existing and designed vehicular and pedestrian movements both on-site and off-site.
- (4) The ~~planning and zoning commission~~Board of Adjustment must find that the use meets all required conditions and specifications.
 - (5) The ~~planning and zoning commission~~Board of Adjustment must find that the use will not injure, by value or otherwise, adjoining or abutting property or public improvements in the neighborhood or in the alternative, that the use is a public necessity.
 - (6) The ~~planning and zoning commission~~Board of Adjustment must find that the location and character of the use if developed according to the plan submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the Comprehensive Land Use Plan of the City of Greenville and its extraterritorial jurisdiction.

(f) *Notice.*

(1) ~~Public hearing. Shall be given in the same manner as for amendments to the zoning ordinance.~~
Notice; publication. A notice of the hearing shall be given once a week for two successive weeks in a newspaper having general circulation in the local government's planning and development jurisdiction area. The notice shall be published the first time not less than 10 days nor more than 25 days preceding the hearing.

————(2) ~~Adjoining property owners. Notice of the planning and zoning commission public hearing shall be delivered by certified mail to all owners of property within one hundred (100) feet of the external property boundaries of the proposed development. Such notice shall be postmarked not less than fourteen (14) days prior to the date of the public hearing. Failure to notify all the owners shall not affect the validity of the action provided due diligence has been exercised in the attempts to provide notice.~~
Notice of Hearing. - Notice of evidentiary hearings shall be mailed to the person or entity whose appeal, application, or request is the subject of the hearing; to the owner of the property that is the subject of the hearing if the owner did not initiate the hearing; to the owners of all parcels of land abutting the parcel of land that is the subject of the hearing; and to any other persons entitled to receive notice as provided by the local development regulation. In the absence of evidence to the contrary, the local government may rely on the county tax listing to determine owners of property entitled to mailed notice. The notice must be deposited in the mail at least 10 days, but not more than 25 days, prior to the date of the hearing. Within that same time period,

the local government shall also prominently post a notice of the hearing on the site that is the subject of the hearing or on an adjacent street or highway right-of-way. The board may continue an evidentiary hearing that has been convened without further advertisement. If an evidentiary hearing is set for a given date and a quorum of the board is not then present, the hearing shall be continued until the next regular board meeting without further advertisement.

(g) Action by ~~planning and zoning commission~~Board of Adjustment.

- (1) Approve the application as submitted.
- (2) Approve the application, subject to reasonable conditions or requirements.
- (3) Table or continue the application.
- (4) Deny the application.
- ~~(5) A four fifths (4/5) vote in favor of any special use permit application shall be required for approval.~~
- (6) If approved, the special use permit shall be binding upon the applicant, successor and/or assigns and runs with the land. ~~s.~~

~~————(h) Appeal. Decisions of the ~~planning and zoning commission~~Board of Adjustment on action taken concerning any special use permit to establish a land use intensity (LUI) development shall be subject to review as provided by law. Appeal from final action can be taken by filing a petition for certiorari with the Pitt County Superior Court.~~

(i) Amendment to special use permit.

- (1) *Minor changes.* Amendments to the approved plan that in the opinion of the director of community development do not substantially change the concept of the land use intensity (LUI) development as approved may be allowed. Such minor changes may include but not be limited to small site alterations such as relocation of interior utility service lines, internal drainage systems and the like due to engineering necessity and alteration in the internal configuration of the buildings as approved provided the total number of bedrooms is not increased. If approved, the development plan shall be so amended prior to the issuance of any permit. Any such amendment shall also require approval of the applicable administrative authority in the individual case.
- (2) *Major changes.* Amendments to the approved plan that in the opinion of the director of community development do in fact involve substantial changes and deviations to the concept of the land use intensity (LUI) development as approved shall require revision and approval in the nature of an original petition.
- (3) *Authority.* Minor changes may be approved administratively by the director of community development. Major changes shall require ~~planning and zoning commission~~Board of Adjustment approval.
- ~~(4) Appeal. Decisions of the director of community development may be taken to the subdivision review board.~~
- ~~(5) Variances. The City of Greenville board of adjustment shall not be authorized to grant or approve any variance from the minimum requirements as set forth in this article or condition as approved by the planning and zoning commission.~~

DRAFT DIGITAL BROADCAST STUDIO

USE		L U C #	RA 20	R 15 S	R 9 S	R 6 S	R 6 N	R 9 6	R 6 6	R 6 A	R 6 M H	M I	M S	M O	M C G	M R	M C H	M R S	O R	O	C D	C D F	C G	C N	C H	I U	I	P I U	P I	
s.	Hotel, motel, bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and § 9-4-103)	3											S	S			P		S			P	P	P		P	P	P	P	P
s(1).	Hotel, motel, bed and breakfast inn; extended stay lodging (see also residential quarters for resident manager, supervisor or caretaker and § 9-4-103)	3											S	S			S										S	S	S	S
t.	Guest house for a college or other institution of higher learning	3				S				S	S																			
u.	Art studio including art and supply sales	3												P			P		P	P	P	P	P	P	P	P				
v.	Photography studio including photo and supply sales	3													P		P		P	P	P	P	P	P	P	P				
w.	Digital Broadcast Studio	3																	P	P	P	P	P	P	P	P	P	P	P	P

DRAFT Multi-family setbacks for principal structures.

Sec. 9-4-145

(B) *Setbacks for principal structures.*

(1) Public street right-of-way: ~~15~~ 25 feet

(1A) Public street right-of-way for single-family and/or two-family attached developments: 15 feet



City of Greenville, North Carolina

Meeting Date: 04/08/2021

Title of Item: Acceptance of Building Reuse Grant and One North Carolina Grant for HC Composites dba World Cat

Explanation: The North Carolina Department of Commerce approved a Building Reuse grant in the amount of \$500,000 and a One North Carolina Fund grant in the amount of \$180,000. At their August 24, 2020 meeting, City Council passed a resolution in support of the Building Reuse grant application, agreeing to fund the 5% local government match. As these funds will pass through the City, a public hearing is now required to approve these grants.

World Cat is a maker of offshore power catamarans and is interested in relocating manufacturing facilities in Greenville's extraterritorial jurisdiction. World Cat will be hiring 60 new employees at the facility.

Under North Carolina state law, a public hearing is required prior to consideration of such incentives. On the basis of objections, debate, and discussion at the hearing, changes may be made from what has been proposed.

Fiscal Note: The Building Reuse Grant program administered through the NC Department of Commerce awarded HC Composites dba World Cat a \$500,000 grant. The grant requires a 5% matching payment, which will be provided by Greenville Utilities Commission.

Recommendation: Staff recommends that City Council hold the required public hearing, approve the economic development grants, and authorize staff to execute agreements for HC Composites dba World Cat.

ATTACHMENTS

-  [World Cat Building Reuse Grant Award Letter.pdf](#)
-  [World Cat One NC Grant Award Package.pdf](#)



ROY COOPER
Governor

ANTHONY M. COPELAND
Secretary

KENNY FLOWERS
Assistant Secretary

October 19, 2020

The Honorable PJ Connelly
Mayor
City of Greenville
1717 West Fifth Street
Greenville, NC 27834-1601

Re: **Building Reuse Grant Award Notification**
Contract Reference: 2021-021-3201-2587
Project Title: World Cat/Project Liger

Award Date: 10/15/2020
Award Amount: \$500,000.00
Jobs Committed: 60

Dear Mayor Connelly:

On behalf of the Rural Infrastructure Authority, and the Rural Economic Development Division, I am pleased to announce that the local government has been awarded funding under the Building Reuse Program. To finalize the award, the following items that were missing from the application materials should be submitted:

1. ***Completed Application: Page 10-11 of the Application***
2. ***Completed Application: Signed Application***
3. ***Local Government Resolution***
4. ***Contractor's Cost Estimates***
5. ***Site Control Documents: Property Deed***
6. ***Photos***

Please e-mail the documents to the program manager listed below within 30 days of receipt of this letter. Upon the receipt and approval of these documents, the Rural Division will email the contract documents.

Once one complete set of signed contract documents is returned to the Rural Division, the local government may begin to request payments. Progress reports for the grant are due on **January 15 and July 15** for each year that the grant is open. When the company has hired and maintained the number of jobs committed for six consecutive months, the local government should submit the required documents for job verification and grant closure. Forms and instructions for payment requests, progress reports, job verification, and project closeout can be found on the Rural Division website at: www.nccommerce.com/rgp.

Congratulations on this award and we extend our best wishes to you for success in bringing new job creation to rural North Carolina. We look forward to working with you on this important project. If you have any questions, please contact your program manager Hazel Edmond at hazel.edmond@nccommerce.com.

Sincerely,

Kenny Flowers
Assistant Secretary for Economic Development



ROY COOPER
Governor

ANTHONY M. COPELAND
Secretary

STEWART DICKINSON
Director

August 19, 2020

Ms. Uconda Dunn
Vice President, Business Development
Greenville ENC Alliance
417 Cotanche Street
Greenville, NC 27858

SUBJECT: One NC Fund Grant – Project No. 2020-26368
Local Government Grant Agreement & Company Performance Agreement
City of Greenville/HC Composites L.L.C.

Dear Ms. Dunn:

A copy of the Terms of the One NC Grant, the Local Government Grant Agreement and the Company Performance Agreement for the above project are enclosed. The Local Government Grant Agreement and Company Performance Agreement need to be executed by the City Manager or Councilman. Return to my attention and keep a set for your file.

When I receive the executed agreements, copies will be sent to the Company. Please note: before funds can be disbursed, all requirements as stated in the Company Performance Agreement must be met.

A copy of the Local Government Disbursement Certification form (Exhibit A) is enclosed. It will need to be completed and returned to me when requesting a disbursement.

NOTE: No later than January 31 of each year until the full Match has been disbursed to the Company, the Local Government must submit to the Department of Commerce a report detailing Match payments made to the Company during the previous calendar year, detailing a cumulative tally of all match payments. In addition, the Local Government shall report all other financial contributions made for the Project. This is required for compliance with North Carolina General Statute §143B-437.07. You may want to make yourself a reminder.

The grant is subject to the requirement that the Local Government provide the Department of Commerce a copy of the agreement listing the company governing the local incentive for the Project. Please submit, along with your executed Company Performance Agreement and Local Government Grant Agreement, a copy of your Local Government Incentive Agreement with HC Composites L.L.C. and agreements regarding any other North Carolina incentive given.

Should you have questions regarding the grant funding process please call me at 919-814-4615 or email kstagg@nccommerce.com.

Thank you.

DocuSigned by:
Kenny Stagg
B3CC772FAA3D45A...
Kenny Stagg

Enclosures

Terms of One NC Grant

Local Government: City of Greenville
Project Company: HC Composites L.L.C.
Grant Amount: \$180,000

Project Description	Manufacturer of offshore power catamarans.
Facility Location	601 Staton Rd; Greenville, NC 27834
Grant Period	2 years beginning August 6, 2020
Grant End Date	August 6, 2022
Target New Jobs (goal)	60
Target New Investment (goal)	\$8,879,000
Required New Jobs (required for full grant)	54
Required New Investment (required for full grant)	\$7,991,100
Average weekly wage for all full-time jobs (Wage Standard)	\$789
Retained Jobs, if any	180 at the Tarboro facility
Closeout	The earlier of when performance is complete, or the Grant End Date

Other Requirements

- Health insurance for all fulltime jobs
- Use grant proceeds for installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings, or for new or proposed buildings to be used for manufacturing and industrial operations
- Must provide verification that Project has received all environmental permits
- The grant is subject to the requirement that the Local Government deliver to the Department of Commerce a copy of the agreement with the Company governing the local incentives to be provided for the Project.
- By no later than February 1 following the end of each year during the later of the end of the Grant Performance Period or the date on which the Local Government provides the final funds that would bring the local matching contribution to the level provided by the Grant, the Company will submit a report to the DOC in the form of Exhibit B,

documenting the Local Government contribution of eligible matching funds, through the just completed calendar year, and a copy of the Company's fourth calendar quarter performance, ending December 31. In addition, during the Grant Period, the Company shall provide a statement indicating whether the Company expects to have completed Performance Criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30).

Obligation to Repay Grant

- Failure to provide required health insurance
- Failure to achieve Wage Standard
- Ceasing project operations
- Failure to maintain jobs for the requisite time beyond Closeout (1-2 years depending on Closeout timing)

Adjustments to Grant at Closeout

- If Closeout occurs on the date two years from the date of the Grant award and the Company has failed to:
 - Create and retain Required New Jobs, or
 - Make statutorily qualifying expenses equal to 100% of the grant, or
 - Make the Required Investment

the amount of the Grant will be reduced on a pro rata basis to reflect the percentage by which the Company failed to meet its performance goals.

To the extent the amount of the reduced Grant is *less* than the amount that has been previously disbursed, the Company must reimburse DOC for the difference.

Obligations beyond Closeout

- If Closeout occurs more than one year prior to the Grant End Date, the Company must maintain **at least 90%** of the New Jobs in place at Closeout for **two years** after the date of Closeout.
- If Closeout occurs less than one year prior to the Grant End Date, the Company must maintain **at least 90%** of the New Jobs in place at Closeout until the date that is the one-year anniversary of the Grant End Date.
- If the Company fails to maintain **at least 90%** of the number of New Jobs in place at Closeout for **the required time period**, the Company must reimburse DOC the entire amount of the Grant.

Statute and Guidelines Governing Grant

- N.C. Gen. Stat. 143B-437.70 *et seq.*
- Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund.

LOCAL GOVERNMENT GRANT AGREEMENT THE ONE NORTH CAROLINA FUND

Local Government Name: City of Greenville **Grant No. 2020-26368**
Project Name: HC Composites L.L.C.

STATE OF NORTH CAROLINA

GRANT AGREEMENT

COUNTY OF WAKE

This Local Government Grant Agreement (the “**LGGA**”) is effective the 6th day of August, 2020 (the “**Effective Date**”) by and between the **City of Greenville, North Carolina** (hereinafter referred to as the “**Local Government**”), and the **North Carolina Department of Commerce** (hereinafter referred to as “**DOC**”);

WITNESSETH:

WHEREAS; the Local Government desires to stimulate and develop the local economy of its region, alleviate the problems of unemployment and underemployment by creating and/or retaining jobs for its citizens, and develop its local tax base; and

WHEREAS; the General Assembly has created the One North Carolina Fund (the “**Program**”) to make funding available within North Carolina “to secure commitments for the recruitment, expansion or retention of new or existing businesses”; and

WHEREAS; the General Assembly has authorized Program funds to be used for installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings; and construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for new or proposed buildings to be used for manufacturing and industrial operations; and

WHEREAS; the Local Government has applied for funds in connection with activity to be undertaken by HC Composites L.L.C. (the “**Company**”), a business that has competitively chosen to locate or expand operations for the following project (the “**Project**”) in North Carolina:

A plant (the “**Facility**”) at which the Company will manufacture offshore power catamarans to be located in or around 601 Staton Road in the City of Greenville in Pitt County, North Carolina.

WHEREAS; the Local Government has committed to provide matching funds and resources for the Project equal to at least the amount set forth in N.C. Gen. Stat. § 143B-437.72(c)(1) (the “**Match**”); and

WHEREAS; the Local Government’s application (the “**Local Government Application**”) has been approved by DOC for funding, based on the Local Government’s commitments, and the commitments made by the Company in its Program application (the “**Company Application**”); and

WHEREAS, the Company has executed an agreement (the “**Company Performance Agreement**” or “**CPA**”) with the Local Government reflecting the Company’s commitments to expand, create and/or retain jobs and to take other actions that will support North Carolina’s economic development, and the terms on which funds will be made available for such activity from the Program.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, the Local Government and DOC hereby agree as follows:

I. DOC COMMITMENTS AND GRANT CONDITIONS

(a) DOC agrees to provide Program fund in the maximum amount of One Hundred Eight Thousand Dollars (\$180,000.00) for the Project (the “**Grant**”), in accordance with the terms of this LGGA and the CPA.

(b) Grant payments disbursed under this LGGA will be disbursed to the Local Government pursuant to N.C. Gen. Stat. § 143B-437.70 *et seq.*, the terms of the Program Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund, established pursuant to N.C. Gen. Stat. § 143B-437.73 and in effect as of the effective date of this LGGA (the “**Program Guidelines**”), consistent with the terms and schedule established in the CPA.

(c) Grant disbursements are conditioned upon the execution of the CPA between the Local Government and the Company, and any other required parties thereto, in a form acceptable to DOC.

(d) To receive a Grant disbursement, the Local Government must provide or cause to be provided to DOC a properly executed CPA, proof that the Company has performed its obligations under the CPA, proof that the Local Government has met its obligation to provide the Match, a duly executed completed disbursement request and certification in the form of Exhibit A hereof (the “**Local Government Disbursement Request**”), and a duly executed completed Company’s disbursement request and certification in the form of Exhibit A to the CPA (the “**Company Disbursement Request**”).

II. LOCAL GOVERNMENT’S COMMITMENTS

(a) The Local Government agrees to perform the Program and to abide by all commitments, terms and representations in the Local Government Application.

(b) The Local Government agrees to provide the Match in a manner consistent with N.C. Gen. Stat. § 143B-437.72(c)(1), the Program Guidelines and Procedures, and the Local Government Application. The Local Government will provide to the DOC a copy of the duly executed agreement between the Local Government (or other local entity) and the Company governing the local incentives that will be provided to the Company for the Project (the “**Local Incentive Agreement**”), at the time the Local Government returns the executed LGGA. The Company will be ineligible for a Grant disbursement until the Local Incentive Agreement is provided to the DOC. The Local Government will report to the DOC the amount of each incentive payment that is provided to the Company under the Local Incentive Agreement, within thirty (30) days of the date on which it is provided, whether or not the CPA remains in effect.

(c) The Local Government agrees to take all steps reasonably necessary to ensure and to establish to DOC that the required levels of jobs are created and/or retained, the required salary levels are achieved,

the required levels of investments are made, statutorily qualifying expenses are incurred, any required environmental permits are obtained, and any other required performance criteria are satisfied, and that no Grant funds are disbursed until the performance criteria in the CPA have been met.

- (d) The Local Government agrees to take whatever steps may be reasonably necessary to ensure and to establish to DOC that Grant funds disbursed by the Local Government are used only for purposes allowed under the statutory authority creating the Program.
- (e) The Local Government agrees to take whatever steps may reasonably be required, after consultation with the Secretary of DOC (the “**Secretary**”) and not inconsistent with the Secretary’s authority under the CPA, to recapture all disbursed funds for which the Local Government and DOC have a right to be reimbursed.
- (f) The Local Government acknowledges that DOC has a right to recapture funds under the CPA and that such right does not relieve the Local Government of its own responsibility to recapture funds.
- (g) The Local Government agrees to otherwise reimburse DOC for any funds improperly disbursed, provided, however, that Local Government is under no obligation to reimburse DOC for any improperly disbursed funds that were disbursed with DOC’s prior permission.
- (h) The Local Government agrees to keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and the fulfillment of this LGGA. The Local Government shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly. If the Local Government fails to keep and maintain books and records necessary for verifying fulfillment of this LGGA, the Secretary may in his discretion declare this LGGA to be in default, withhold payments for or under this LGGA, and/or require reimbursement of all or any portion of Grant funds previously paid. Prior to taking such action, the Secretary will endeavor to communicate with the Local Government and the Company to discuss the circumstances and the actions being contemplated.
- (i) The Local Government agrees to provide any duly authorized representative of DOC or the State of North Carolina at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the Grant for a period of three years following the last payment of Grant funds or for the inspection period specified in the CPA, whichever is longer. To the extent any information or documents gathered pursuant to this section would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (to include, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the “Public Records Act”), the Local Government shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by DOC and its authorized representatives. If the Local Government fails to provide such access and right of inspection, the Secretary may exercise discretion to declare this LGGA in default, to withhold payments under this LGGA and/or require reimbursement of all or any portion of the Grant paid.
- (j) The Local Government shall comply with all lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina, and any other applicable laws and/or Executive Orders currently or hereafter in force.
- (k) In the event that the Company fails to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and incur statutorily qualifying expenses, the Local Government, after consultation with the Secretary and not inconsistent with the Secretary’s authority under the CPA, shall promptly exercise its rights and remedies to require repayment of funds, or to assess such other penalties as may be provided for in the CPA.
- (l) In addition, in the event that the Company fails to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and

incur statutorily qualifying expenses, and the Local Government recaptures funds from the Company, the Local Government shall promptly pay to DOC the Grant amounts which it is able to collect.

(m) By not later than January 31 of each year following a calendar year until the full Match has been disbursed to the Company, the Local Government shall submit to the DOC a report detailing Match payments made during the calendar year just ended, together with a cumulative tally of all Match payments made through the end of that calendar year. In addition, the Local Government shall report all other Local Government financial contributions made for the Project. This is required in order to comply with N.C. Gen. Stat. §143B-437.07. Failure to timely file this report will result in ineligibility for Grant payments.

III. GENERAL PROVISIONS

(a) The parties to this LGGA agree and understand that the payment of all sums specified in this LGGA is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds to DOC for this purpose.

(b) Failure of DOC at any time to require performance of any term or provision of this LGGA shall in no manner affect the rights of DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of DOC of any condition or the breach of any term, provision or representation contained in this LGGA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

(c) The recitals are an integral part of this LGGA.

(d) This LGGA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this LGGA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this LGGA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

(e) This Grant award shall terminate and be null and void on October 19, 2020, if by that date the Local Government has not delivered back to the DOC, an original of this LGGA and of the CPA, duly executed by an authorized official of the Local Government, and attested in the manner provided below, together with a copy of the Local Incentive Agreement.

Upon execution of this LGGA by DOC and the Local Government in the spaces below, the Local Government hereby accepts the Grant on the terms of this LGGA, effective on the date indicated above, and further certifies that the official signing below has been duly authorized by the Local Government’s governing body to execute this LGGA.

North Carolina Department of Commerce

DocuSigned by:

Elizabeth Crabill

5A87ADF0B58C46F...

Date: _____

By:

Anthony M. Copeland, Secretary
North Carolina Department of Commerce

Signature Page Follows

**City of Greenville
(Local Government)**

Date: _____

(Official Seal)

By: _____

Name: _____

Title: _____

Authorized Official

Date: _____

ATTEST:

_____, Clerk

COMPANY PERFORMANCE AGREEMENT
THE ONE NORTH CAROLINA FUND

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This Company Performance Agreement (the "CPA"), effective the 6th day of August, 2020 (the "Effective Date"), by and between HC Composites L.L.C., a North Carolina Limited Liability Company (the "Company"), and the City of Greenville, North Carolina (the "Local Government," and, together with the Company, the "Parties");

WITNESSETH:

WHEREAS, the Local Government has applied for a One North Carolina Fund grant from the North Carolina Department of Commerce (the "DOC"); and

WHEREAS, a One North Carolina Fund grant award in the amount of One Hundred Eighty Thousand Dollars (\$180,000) (the "Grant") has been negotiated and agreed to by DOC and the Parties; and

WHEREAS, the Grant has been approved by DOC for disbursement to the Local Government pursuant to the terms of the One North Carolina Fund Local Government Grant Agreement between the Local Government and the DOC (the "LGGA"); and

WHEREAS, the Grant is to be used by the Company toward the goal of creating Sixty (60) new jobs (the "Target New Jobs"), which shall be permanent full-time jobs (each, a "New Job"), and Eight Million Eight Hundred Seventy Nine Thousand Dollars (\$8,879,000) (the "Target Investment") in new investment in the State of North Carolina; and

WHEREAS, the Company has represented that the Grant is necessary to enable the investment and job creation by the Company to occur and go forward in North Carolina; and

WHEREAS, the Grant will enable retention of 180 permanent full-time jobs (the "Retained Jobs"), which is the total number of positions the Company maintained in North Carolina prior to the Effective Date; and

WHEREAS, the Grant will stimulate economic activity and create new jobs for the citizens of the State of North Carolina; and

WHEREAS, the Grant is issued pursuant to and subject to the terms of N.C. Gen. Stat. § 143B-437.70 *et seq.* and the Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund (the "Program Guidelines");

WHEREAS, pursuant to, *inter alia*, N.C. Gen. Stat. § 143B-437.07 and G.S. 143B-437.72(b), as these statutes may be amended from time to time, the DOC is required to submit regular reports to the North Carolina General Assembly regarding operation of the One North Carolina Fund and the performance and funding requirements for each One North Carolina Fund grant awarded;

*One NC Company Performance Agreement
HC Composites L.L.C./City of Greenville
New and Retained Jobs; Company Only
Form 2018*

NOW, THEREFORE, in consideration of the representations set forth above and the mutual covenants and promises set forth below, the Company and the Local Government hereby agree as follows:

1.0 PERFORMANCE CRITERIA

In order to be eligible for the full amount of the Grant, the Company must fulfill the following requirements:

1.1 The Company shall undertake and operate in a timely manner the following project at the following location (the “**Project**”):

A plant (the “**Facility**”) at which the Company will manufacture offshore power catamarans to be located in or around 601 Staton Road in the City of Greenville in Pitt County, North Carolina.

1.2 The Company shall maintain its current operations at its facilities in North Carolina and a base level of the number of required Retained Jobs in North Carolina, in addition to any New Jobs to be created as part of this CPA.

1.3 The Company shall make good faith efforts to create and maintain the Target New Jobs as part of the Project, as described in the Company’s application to DOC (the “**Company Application**”). The New Jobs must be filled by employees hired for the Project on or after the Effective Date who work for at least thirty-five (35) hours per week, and whose wages are subject to withholding under Article 4A of Chapter 105 of the General Statute. Independent contractors, consultants, seasonal and temporary employees are not to be included as New Jobs. In order to be eligible for the full Grant, the Company must create Fifty Four (54) New Jobs (the “**Required New Jobs**”) (90% of the Target New Jobs), by August 6, 2022 (the “**Grant End Date**,” which shall be two years from the date on which the Grant was formally awarded) (the period between August 6, 2020 and August 6, 2022, the “**Grant Period**”).

The New Jobs will be new jobs and cannot be existing North Carolina positions or employees of the Company or any of its related members or affiliates that are transferred or shifted such that a previously existing North Carolina job, or a North Carolina job that was not previously part of the Project, is counted towards performance under this CPA.

1.4 The average weekly wage of the group of all permanent full-time jobs at the Facility, including the New Jobs, will equal or exceed Seven Hundred Eighty-Nine Dollars (\$789) per week (the “**Wage Standard**”).

1.5 The Company shall provide health insurance for all permanent full-time employees at the Facility, including the New Jobs, in at least the minimum amount required for eligibility for tax credits in N.C. Gen. Stat. § 105-129.83(d).

1.6 The Company shall make good faith efforts to make the Target Investment in the form of privately funded investment in real property and/or machinery and equipment as part of the Project, and must invest at least Seven Million Nine Hundred Ninety One Thousand One Hundred Dollars (\$7,991,100) by the Grant End Date (the “**Required Investment**”) (90% of the Target Investment).

*One NC Company Performance Agreement
HC Composites L.L.C./City of Greenville
New and Retained Jobs; Company Only
Form 2018*

- 1.7 The proceeds of the Grant may be used only to offset statutorily qualifying expenses as set out in N.C. Gen. Stat. § 143B-437.71(b) (“**Statutorily Qualifying Expenses**”). Those expenses are installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings or for new or proposed buildings to be used for manufacturing and industrial operations; or such other expenses as specifically provided for by an act of the General Assembly.
- 1.8 Release of any Grant funds under this CPA is contingent on the Company providing verification that the Project has received all of its required environmental permits.

2.0 DISBURSEMENT OF GRANT

- 2.1 Proceeds of the Grant up to a total amount of One Hundred Eighty Thousand Dollars (\$180,000) will be disbursed by DOC to the Local Government in one installment based on retention of 180 full-time employees at the company’s Tarboro facility, including 140 current employees and 40 furloughed employees, creation and maintenance of the new jobs at the City of Greenville facility, satisfied the wage standard and health insurance requirements, invested the amount to be disbursed in Statutorily Qualifying Expenses, obtained all required environmental permits and satisfaction of other performance criteria set out in Section 1.0 above (“**Performance Criteria**”). The number of new jobs to be counted shall be determined as provided in Paragraph 6.1 hereof. At the time of the requested disbursement, the company must certify its performance by submitting a duly executed disbursement request and certification in the form of Exhibit A hereto (the “**Company Disbursement Request**”), and the Local Government must submit a duly executed disbursement request and certification in the form of Exhibit A to the LGGA (the “**Local Government Disbursement Request**”).

The Local Government will submit or cause to be submitted to DOC the Company Disbursement Request and Local Government Disbursement Request, upon proof of the creation of the required number of new jobs and the satisfaction of all other performance criteria necessary for disbursement. Following receipt of Grant funds from DOC, the Local Government will disburse funds to the Company.

Should it become necessary for a job created after the Effective Date to be counted by the Company as a Retained Job for purposes of establishing the base level of jobs required to be maintained by this CPA, that job may not be double-counted as a New Job.

- 2.2. DOC will close out the Grant on the first to occur of:
- (i) The date as of which DOC shall have received and accepted proof reasonably satisfactory to it that the Project has been completed and the Performance Criteria satisfied.
 - (ii) The Grant End Date.
- (“Closeout”).

*One NC Company Performance Agreement
HC Composites L.L.C./City of Greenville
New and Retained Jobs; Company Only
Form 2018*

Following Closeout, to the extent any Grant proceeds may be due and upon submission of duly completed Company Disbursement Request and Local Government Disbursement Request, a final Grant payment will be disbursed. A request for final payment, if not made previously, must be made to DOC within thirty (30) days following the Grant End Date, provided, however, that if the Company has completed performance and become entitled to a final disbursement of funds under Paragraph 2.1 of this CPA, during any time earlier in the Grant Period, the Company must submit a completed Company Disbursement Request and Local Government Disbursement Request within one year from the date of completed performance (but in no event later than thirty (30) days following the Grant End Date) or forfeit the disbursement.

3.0 OBLIGATION TO REPAY GRANT

3.1 **Failure to Provide Health Insurance.** If, at any time during the Grant Period or during the period set forth in Section 5.0, the Company fails to provide health insurance to all permanent full-time employees at the Facility in the amount required for eligibility for tax credits in N.C. Gen. Stat. § 105-129.83(d), the Company will be in default of this CPA and will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.

3.2 **Ceasing Project Operations.** If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the Company substantially ceases operations at the Facility, the Company shall immediately repay all Grant funds previously disbursed in accordance with this CPA.

3.3 **Failure to Achieve Wage Standard.** If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the average weekly wage of the group of all permanent full-time jobs at the Facility fails to equal or exceed the Wage Standard, the Company will be in default under this CPA, no further disbursement will be made, and the Company will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.

3.4 **Reserved.**

3.5 **Other Failures to Comply.** The Company may be required to reimburse Grant funds previously disbursed for failure to comply with Paragraphs 6.4 and 6.16 hereof, or as provided in Paragraphs 4.1 and 5.3 hereof.

3.6 **Recovery of Costs.** If the Company fails to reimburse any amount payable hereunder, on demand, the Local Government and DOC may recover the costs of collection to obtain recovery, from the Company, including reasonable attorneys' fees.

4.0 ADJUSTMENTS TO GRANT AT CLOSEOUT

4.1 If Closeout occurs on the Grant End Date and the Company has failed to create and retain the Required New Jobs, has failed to make the Required Investment, or has failed to invest an amount equal to 100% of the Grant in Statutorily Qualifying Expenses, the amount of the Grant shall be reduced to the smallest of the following amounts (the "Adjusted Grant"):

- a. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required New Jobs and the numerator of which is the number of New Jobs actually created and retained as of that date, as expressed in the following formula:

*One NC Company Performance Agreement
HC Composites L.L.C./City of Greenville
New and Retained Jobs; Company Only
Form 2018*

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{New Jobs Actually Created and Retained}}{\text{Required New Jobs}}$$

- b. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required Investment and the numerator of which is the investment actually made as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{Investment Actually Made}}{\text{Required Investment}}$$

- c. The amount the Company has spent on Statutorily Qualifying Expenses
- 4.2 To the extent the amount of the Adjusted Grant is less than the amount that has been previously disbursed to the Company, the Company shall reimburse DOC for the difference between the Adjusted Grant and the amount previously disbursed.

5.0 OBLIGATIONS BEYOND CLOSEOUT

- 5.1 If Closeout occurs on or before the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of new jobs in place at Closeout for two (2) years after the date of Closeout.
- 5.2 If Closeout occurs after the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of new jobs in place at Closeout until the date that is the one year anniversary following the Grant End Date.
- 5.3 If the Company fails to maintain at least ninety percent (90%) of the number of new jobs in place at Closeout for the required time period following Closeout, as specified in Paragraphs 5.1 and 5.2 hereof, the Company will be in default of this CPA and shall reimburse to DOC the total amount of the Grant funds previously disbursed in accordance with this CPA.

6.0 ADDITIONAL PROVISIONS

- 6.1 The Company shall provide to DOC and the Local Government all documentation deemed necessary by DOC or the Local Government to verify Retained Jobs, and creation and retention of New Jobs, salary levels, health insurance, investments, Statutorily Qualifying Expenses, environmental permits and other Performance Criteria specified in this CPA, including copies of the N.C. Department of Commerce Division of Employment Security Employer's Quarterly Tax and Wage Report ("NCUI 101"), a list of all positions used in accounting for the Grant and the names of the individuals filling those positions. The threshold numbers of New Jobs created for the Company to be eligible for disbursements under Paragraph 2.1 hereof, shall be measured by adding the three figures that represent the average number of New Jobs (calculated after deducting the Retained Jobs and any other position that does not qualify as a New Job) that have been created during the Grant Period and have been retained during each of the three months of the quarter reported in the Company's NCUI 101, and dividing that sum by three, or in such other manner determined by the DOC to reasonably reflect New Job creation.

*One NC Company Performance Agreement
HC Composites L.L.C./City of Greenville
New and Retained Jobs; Company Only
Form 2018*

The Company shall not include in such count, any temporary, seasonal, contract, or part-time employees, employees that were hired prior to the Effective Date, or employees that were hired from affiliates of the Company in North Carolina, even if those employees are included in the NCUI 101. The Company shall certify how many of the employees listed on the NCUI 101 in each month qualify under the definition of Retained Jobs and New Jobs. For verification of Required Investment, the Company shall provide a fixed asset report and any other documentation requested by DOC. The Company's compliance with the job creation and/or retention, investment, Statutorily Qualifying Expense, environmental permit and other Performance Criteria set out in this CPA shall be attested to under oath by an officer of the Company.

- 6.2 By not later than February 1 of each year during the Grant Period (and with respect to Paragraph 6.2A, through the later of February 1 following the date established pursuant to Paragraph 5 hereof or the date on which the Local Government provides the final funds that would bring the local matching contribution to the level provided by the Grant), the Company must submit the following to the DOC, in the form of Exhibit B hereto:
- A. a copy of the Company's fourth calendar quarter performance (ending December 31) NCUI 101 for the previous calendar year, containing all information required by Exhibit B (N.C. Gen.Stat. §143B-437.07).
 - B. a statement indicating whether the Company expects to have completed Performance Criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30). Failure to identify the expected performance over the coming fiscal year may result in ineligibility for a disbursement during that period, or may limit the amount of disbursement available to the Company during the upcoming fiscal year. (N.C. Gen. Stat. §143B-437.72(b)(6b)).
- 6.3 If unforeseen calamity, an Act of God, or financial disaster is the cause of the Company's failure to satisfy or perform its obligations under this CPA, the Company and the Local Government may request an extraordinary modification of this CPA from the Secretary of DOC (the "Secretary"). The Parties agree that any decision to allow such modification shall be at the sole discretion of the Secretary, that such modifications are rarely, if ever, granted, and that the Secretary's decision regarding any extraordinary modification shall be final and not subject to review or appeal.
- 6.4 The Company shall keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and fulfillment of this CPA, including, but not limited to, records to verify employment, salaries, health insurance, investment amounts, Statutorily Qualifying Expenses and environmental permits.

Subject to any applicable federal or North Carolina laws or regulations respecting employee privacy, the Company agrees that any duly authorized representative of the Local Government or the State of North Carolina, including the DOC, the Office of the North Carolina State Auditor, and the Office of State Budget and Management shall, at all reasonable times and on reasonable notice, have access to and the right to inspect, copy, audit, and examine all of the relevant books, records, and other documents relating to the Grant and the fulfillment of this CPA throughout the Grant Period and for a period of six years thereafter.

*One NC Company Performance Agreement
HC Composites L.L.C./City of Greenville
New and Retained Jobs; Company Only
Form 2018*

If the Company fails to keep and maintain books and records necessary for verifying fulfillment of this CPA, including, but not limited to, adequate records for the verification of employment, salaries, investment amounts, Statutorily Qualifying Expenses and environmental permits, or if the Company fails to provide access and right of inspection sufficient to verify compliance with this CPA, the Local Government or the Secretary may in its or his discretion declare this CPA to be in default, withhold payments for or under this CPA or the LGGA, and/or require reimbursement of all or any portion of the Grant previously paid.

The Company shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly.

- 6.5 To the extent any information or documents gathered by or provided to the Local Government or the DOC would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (including, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the (“Public Records Act”), the Company shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by the Local Government and DOC and their authorized representatives.

The Company has read and understands North Carolina’s laws regarding the treatment of public records and confidential information, including without limitation, those provisions set forth in Exhibit C.

The Company shall be responsible for any and all costs, expenses, fees, or losses that they or the Local Government or DOC or any other State entity may incur as a result of responding to or resisting any request, subpoena, legal complaint, court order, or other demand seeking to compel such party to release or disclose records, documents, or information pertaining to the Company, to the extent that the Company notified the State entity that it objects to such disclosure or release and the State defends against such release; and the Company shall indemnify the Local Government, DOC, and State entities and their authorized representatives for all costs associated therewith, provided that, no such indemnified party shall be obligated to take any such action.

- 6.6 Notwithstanding anything herein to the contrary, the Parties acknowledge the due execution of the LGGA and agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and the LGGA shall be resolved in favor of the LGGA. The Parties further agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and any program documentation for this Grant other than the LGGA shall be resolved in favor of this CPA.
- 6.7 The Company acknowledges that none of the North Carolina operations owned by the Company or a related entity or affiliate shall be curtailed as a result of the Project.
- 6.8 The Company shall perform and abide by all commitments it made in the Company Application, except as otherwise expressly stated herein. The Company affirms its commitments made in the Company Application, and the commitments contained therein are incorporated herein by reference, as if set out in full. The Parties agree that any conflict between the provisions of this CPA and any commitments made in the Company Application to DOC shall be resolved in favor of this CPA.

*One NC Company Performance Agreement
HC Composites L.L.C./City of Greenville
New and Retained Jobs; Company Only
Form 2018*

- 6.9 The Company indemnifies and holds harmless the Local Government, DOC, and State entities, and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties arising out of or any act or omission of the Company in connection with the performance of this CPA, and for all losses arising from implementation of this CPA. Without limiting the generality of the foregoing, the Company releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with or on or about the Facility, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions, or negligence of the Company or any of its agents, contractors, servants, employees, licensees, lessees, or assignees). Each Indemnified Party is an express, third party beneficiary of the Company's obligations under this Paragraph.
- 6.10 The representations made by the Company in the Company Application to DOC or as part of the application process are incorporated herein by reference and deemed by the Parties to be material to this CPA. The Company affirms these representations. The Parties agree that any conflict between any representations contained in this CPA and those representations contained in the Company Application to DOC or made as part of the One North Carolina Fund application process shall be resolved in favor of this CPA.
- 6.11 The recitals are an integral part of this CPA.
- 6.12 If the Company has an overdue tax debt owing to the State of North Carolina, as defined in N.C. Gen. Stat. § 105-243.1, no payments will be made under this CPA or the LGGA until that tax debt has been satisfied. If an overdue tax debt goes unsatisfied by the Company for more than one year, this CPA may be declared in default and terminated at the direction of DOC.
- 6.13 The Local Government's obligation to make disbursements to the Company under this CPA is contingent upon the Local Government's receipt under the LGGA of the necessary disbursements from DOC, which are, in turn, contingent on appropriation, allocation and availability of funds for the Grant to DOC.
- 6.14 This CPA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this CPA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this CPA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.
- 6.15 The Parties agree that the State of North Carolina Department of Commerce is a third-party beneficiary of this CPA and may, at its option, enforce the terms of this CPA or appear as a party in any litigation concerning it or the Grant.

*One NC Company Performance Agreement
HC Composites L.L.C./City of Greenville
New and Retained Jobs; Company Only
Form 2018*

- 6.16 The Company shall comply with all applicable federal, state, and local laws and regulations. If the Company fails to comply with any law or regulation applicable to it, the Secretary may, in his sole discretion, terminate the Grant and declare that no future Grant disbursement shall be due and payable and/or require the Company to reimburse DOC all or part of any Grant funds previously disbursed following the date of any such violation. The Secretary may determine, in his sole discretion, that where the Company is under investigation for an act involving violation of federal, state, local law or regulation, including an unresolved environmental violation, Grant funds be withheld until such time as a determination of culpability or liability is made, and, if the Company is determined to be in violation, the Grant may be terminated and the Company may be required to reimburse the DOC for all or part of any Grant funds previously disbursed. If such investigation is not concluded within two (2) years of the Grant End Date, the DOC may terminate the Grant.
- 6.17 Failure of the Local Government or DOC at any time to require performance of any term or provision of this CPA shall in no manner affect the rights of the Local Government or DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Local Government or DOC of any condition or the breach of any term, provision or representation contained in this CPA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
- 6.18 The Company is encouraged to utilize the services of North Carolina small businesses and minority, female, and disabled contractors, to offer positions in connection with the Project to North Carolina residents, and to use the North Carolina state ports when reasonable and commercially practicable.
- 6.19 In addition to any rights and remedies provided to the Local Government and DOC by law, DOC has the right, without prior notice to Company, any such notice being expressly waived by Company to the extent permitted by applicable law, upon the occurrence of any event herein which would result in the Company's obligation to repay some or all of Grant monies disbursed hereunder (including without limitation Section 3, 4 and 5 hereof), to set-off and apply against any amounts due hereunder, any amount owing from DOC or the State to the Company.
- 6.20 **This Grant award shall terminate and be null and void on October 12, 2020, if by that date the Company has not delivered back to the DOC, two originals of this CPA, duly executed by an authorized officer of the Company, and attested in the manner provided below. This Grant is also subject to the requirement that the Local Government deliver to the DOC, one original each of the LGGA and this CPA, duly executed by an authorized official of the Local Government, within sixty (60) calendar days following the date on which the DOC sends the LGGA and CPA to the Local Government, together with a copy of the agreement with the Company governing the local incentives to be provided for the Project.**

IN WITNESS WHEREOF, the Company and the Local Government have executed this Company Performance Agreement, effective as of the day and year first written above. This CPA is executed under seal for purposes of any statute of limitations.

Approved and Accepted:

City of Greenville
(Local Government)

(Official Seal)

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

_____, Clerk

Signature page follows

*One NC Company Performance Agreement
HC Composites L.L.C./City of Greenville
New and Retained Jobs; Company Only
Form 2018*

HC Composites L.L.C.
(Company)

By: [Signature]
Name: Andrew U. Brown
Title: President
Authorized Corporate Officer

Date: August 17, 2020

(Corporate Seal)

STATE OF North Carolina
COUNTY OF Edgecombe

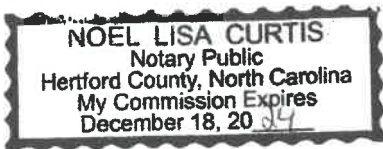
I, Noel Lisa Curtis, a Notary Public of said State and County, do hereby certify that Andrew U. Brown (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

[Signature]
Notary Public Signature
Noel Lisa Curtis
Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 17th day of August, 2020

(Official Seal or Stamp)

My Commission expires on December 18, 2024



One NC Company Performance Agreement
HC Composites L.L.C./City of Greenville
New and Retained Jobs; Company Only
Form 2018

**EXHIBIT A
TO LOCAL GOVERNMENT GRANT AGREEMENT**

LOCAL GOVERNMENT DISBURSEMENT REQUEST AND CERTIFICATION

Project No. 2020-26368

City of Greenville (the “**Local Government**”) hereby requests a disbursement in the amount of _____

_____ [spell out dollar amount]

(\$ _____) from the North Carolina Department of Commerce (the “**DOC**”), pursuant to that certain Company Performance Agreement between the Local Government and HC Composites L.L.C. (the “**Company**”), dated as of August 6, 2020 (the “**CPA**”), and that certain Local Government Grant Agreement between the Local Government and the DOC, dated as of August 6, 2020 (the “**LGGA**,” and, together with the CPA, the “**Agreements**”). All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreements.

The Local Government hereby certifies to the DOC that it:

- (i) has provided funds and/or resources for the Project pursuant to the Local Government application to the DOC and the terms of the LGGA, in the amount of _____ (\$ _____), an amount that is at least equal to the amount of the disbursements that have been requested under the LGGA;
- (ii) has provided such funds and/or resources in the following form: _____

_____;
- (iii) has attached true and correct copy of documents evidencing its expenditure of the amount specified in (ii) above for the purposes specified above;
- (iv) will submit proof of receipt, deposit, and proper disbursement of the disbursed DOC funds, to the DOC, within thirty (30) days;
- (v) it is in compliance with all of the terms and conditions of the LGGA, and affirms the representations, warranties, and covenants contained therein; and
- (vi) to its best knowledge and belief, the Company’s Disbursement Request accompanying this certification is accurate, the Company is eligible to

receive funds from the Grant in the amount specified herein, under the terms of the CPA, and the Local Government is not aware of anything that would make the Company ineligible for these funds.

This certification shall be deemed to be made a part of the LGGA and is incorporated therein and governed by its terms and conditions. Upon execution of this certification, the Local Government accepts its terms, effective on the date indicated above, and further certifies that the official signing below has been duly authorized to execute this certification by the Local Government's governing body, and the agreements and certifications contained herein are legally valid and binding on the Local Government.

City of Greenville
(Local Government)

Date: _____

By: _____

Name: _____

Title: _____

Authorized Official

(Official Seal)

ATTEST:

_____, Clerk
