



Agenda

Greenville City Council

August 8, 2013
7:00 PM
City Council Chambers
200 West Fifth Street

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

I. Call Meeting To Order

II. Invocation - Council Member Blackburn

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

- Wayne Harrison, Community Development Department Retiree

VII. Appointments

1. Appointments to Boards and Commissions
2. Nomination to the Pitt County Commissioners for the Chairperson of the Pitt-Greenville Convention and Visitors Authority

VIII. New Business

Public Hearings

3. Ordinance requested by Carl Darden, Agent, to rezone 0.81 acres located along the northern right-of-way of Stantonsburg Road and 500+/- feet east of the intersection of Stantonsburg Road and Allen Road from Medical-Residential (MR) to Medical-Office (MO)

4. Ordinance requested by Pitt County Memorial Hospital, Incorporated to rezone 7.2 acres located at the northwest and northeast corners of the intersection of Stantonsburg Road and Moye Boulevard from Medical-Support (MS) and Medical-Heavy Commercial (MCH) to Medical-Institutional (MI)
5. Resolution approving an economic development incentive for Genome ID Group, LLC
6. Naming of the Dream Park Sprayground as "Splashpoint"

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.

Other Items of Business

7. Resolution approving a lease agreement with the Magnolia Arts Center, Inc. for the Perkins Complex Building
8. Amendment to the Neighborhood Advisory Board ordinance

IX. Comments from Mayor and City Council

X. City Manager's Report

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 8/8/2013
Time: 7:00 PM

Title of Item: Appointments to Boards and Commissions

Explanation: **Abstract:** The City Council fills vacancies and makes reappointments to the City's Boards and Commissions. Appointments are scheduled to be made to nine of the Boards and Commissions.

Explanation: City Council appointments need to be made to the Greenville Bicycle and Pedestrian Commission, Historic Preservation Commission, Human Relations Council, Pitt-Greenville Convention and Visitors Authority, Planning and Zoning Commission, Public Transportation and Parking Commission, Recreation and Parks Commission, Redevelopment Commission, and the Youth Council.

Fiscal Note: No direct fiscal impact.

Recommendation: Make appointments to the Greenville Bicycle and Pedestrian Commission, Historic Preservation Commission, Human Relations Council, Pitt-Greenville Convention and Visitors Authority, Planning and Zoning Commission, Public Transportation and Parking Commission, Recreation and Parks Commission, Redevelopment Commission, and the Youth Council.

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Appointments to Boards and Commissions

August 2013

Greenville Bicycle and Pedestrian Commission

Council Liaison: Council Member Calvin Mercer

Name	District #	Current Term	Reappointment Status	Expiration Date
John Derek Swart	3	Unexpired term	Resigned	January 2014

Historic Preservation Commission

Council Liaison: Council Member Marion Blackburn

Name	District #	Current Term	Reappointment Status	Expiration Date
Richard Weir	5	First term	Resigned	January 2013
Maury York	3	Unexpired term	Resigned	January 2013

Human Relations Council

Council Liaison: Mayor Pro Tem Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Angel Mondragon	3	First term	Resigned	September 2013
Corey Rhodes	5	First term	Resigned	September 2014

Student Representative

Name	District #	Current Term	Reappointment Status	Expiration Date
Available (ECU)		Unexpired Term	Eligible	October 2012

Pitt Greenville Convention & Visitors Authority

Council Liaison: Mayor Pro-Tem Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
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Pitt-Greenville Convention & Visitors Authority continued

John Van Coutren (City – 1)	4	Second term	Ineligible	July 2013
Terry Shank (City – 3)	4	Second term	Resigned	July 2014

- 1: Owners/operators of hotels/motels
- 2: Members of tourist or convention-related businesses
- 3: Residents not involved in tourist or convention-related business

Planning & Zoning Commission

Council Liaison: Council Member Max Joyner, Jr.

Name	District #	Current Term	Reappointment Status	Expiration Date
Arthur Maxwell (Mayor Pro Tem Rose Glover)	3	First term	Eligible	May 2013

Public Transportation & Parking Commission

Council Liaison: Council Member Calvin Mercer

Name	District #	Current Term	Reappointment Status	Expiration Date
Adam Lawler	1	Unexpired term	Resigned	January 2013

Recreation & Parks Commission

Council Liaison: Council Member Kandie Smith

Name	District #	Current Term	Reappointment Status	Expiration Date
Freddie Outterbridge (Mayor Pro Tem Rose Glover)	2	Second term	Ineligible	May 31, 2015

Redevelopment Commission

Council Liaison: Council Member Dennis Mitchell

Name	District #	Current Term	Reappointment Status	Expiration Date
Don Mills (Mayor Allen Thomas)	4	First term	Resigned	November 14, 2014

Youth Council

Council Liaison: Council Member Marion Blackburn

Name	District #	Current Term	Reappointment Status	Expiration Date
13 Available Slots		Filling unexpired term	Eligible	September 2013

Applicants for Greenville Bicycle and Pedestrian Commission

Karen S. Mizelle
5402 Eastern Pines Road
Greenville, NC 27858

Application Date:

Home Phone: (252) 758-0311

Business Phone: (252) 916-2220

Email: mizellek@ecu.edu

District #: 4

Applicants for Historic Preservation Commission

Scott H. Duke
2223-C Locksley Drive
Greenville, NC 27858

Application Date: 2/20/2012

District #: 4

Home Phone:
Business Phone: (252) 328-2950
Email: scotthduke@gmail.com

Terry King
1310 Thomas Langston Rd. #7
Winterville, NC 28590

Application Date: 8/25/2012

District #: 2

Home Phone: (252) 412-5228
Business Phone:
Email: terryeu2@aol.com

Dustin Mills
504 Daventry Drive
Greenville, NC 27858

Application Date: 4/9/2012

District #: 5

Home Phone: (919) 480-0791
Business Phone: (252) 558-0207
Email: dmills@pirhl.com

Tyrone O. Walston
2706 Webb Street
Greenville, NC 27834

Application Date: 6/12/2012

District #: 2

Home Phone: (252) 412-7351
Business Phone: (252) 355-8736
Email: walston_tyrone@yahoo.com

Applicants for Human Relations Council

Wanda Carr
2304 British Court
Greenville, NC 27834

District #: 1

Application Date: 10/13/2010

Home Phone: (252) 321-1409
Business Phone:
Email: carrwdc@hotmail.com

Isaac Chemmanam
402 Lochview Drive
Greenville, NC 27858

District #: 4

Application Date: 1/18/2012

Home Phone: (252) 561-8759
Business Phone: (252) 412-2045
Email: isaac.chemmanam@gmail.com

Scott H. Duke
2223-C Locksley Drive
Greenville, NC 27858

District #: 4

Application Date: 2/20/2012

Home Phone:
Business Phone: (252) 328-2950
Email: scotthduke@gmail.com

Jessica D. Faison
3305 Moseley Dr. Apt. A
Greenville, NC 27858

District #: 4

Application Date: 7/11/2013

Home Phone: (919) 394-0414
Business Phone: (252) 328-5393
Email: JessicaDFaison@gmail.com

Aaron Lucier
1516 Thayer Drive
Winterville, NC 28590

District #: 5

Application Date: 2/23/2011

Home Phone: (252) 321-3910
Business Phone: (252) 328-2758
Email: luciera@ecu.edu

Brittney Partridge
925 Spring Forest Road, Apt. 9
Greenville, NC 27834

District #: 1

Application Date: 7/15/2010

Home Phone: (252) 489-8390
Business Phone:
Email: partridgeb06@students.ecu.edu

Travis Williams
3408 Evans Street Apt. E
Greenville, NC 27834

District #: 5

Application Date:

Home Phone: (252) 412-4584
Business Phone:
Email: taft1986@yahoo.com

Applicants for Pitt-Greenville Convention and Visitors Authority (City)

Brian Brown
2237 Penncross Drive
Greenville, NC 27834
District #: 5
Application Date: 2/23/2011
Home Phone: (252) 414-3943
Business Phone: (252) 353-7379
Email: bbrown@myrepexpress.com

Wanda Carr
2304 British Court
Greenville, NC 27834
District #: 1
Application Date: 10/13/2010
Home Phone: (252) 321-1409
Business Phone:
Email: carrwdc@hotmail.com

Brian Cooper
1149 Mulberry Lane, #34-G
Greenville, NC 27858
District #: 5
Application Date: 3/5/2011
Home Phone: (252) 439-0651
Business Phone: (252) 439-0651
Email: brianevans_99@yahoo.com

Ann Eleanor
102 Lindenwood Drive
Greenville, NC 27834
District #: 5
Application Date: 4/15/2013
Home Phone: (252) 227-4240
Business Phone:
Email: aeleonor@suddenlink.net

Terry King
1310 Thomas Langston Rd. #7
Winterville, NC 28590
District #: 2
Application Date: 8/25/2012
Home Phone: (252) 412-5228
Business Phone:
Email: terryeu2@aol.com

Hanna Magnusson
1550 Wimbledon Dr. Apt. 204
Greenville, NC 27858
District #: 5
Application Date: 7/29/2013
Home Phone: (1) Marriott
(252) 355-4002
Business Phone: (252) 321-8780
Email: hanna@primeinvestment.biz

Bridget Moore
4128A Bridge Court
Winterville, NC 28590
District #: 5
Application Date: 7/13/2011
Home Phone: (252) 355-7377
Business Phone: (252) 756-1002
Email: bmoore2004@netzero.com

Tyler D Richardson
125 Squire Drive
Winterville, NC 28540
District #: 5
Application Date: 5/1/2013
Home Phone: (704) 641-1449
Business Phone:
Email: tdr0827@gmail.com

Applicants for Planning and Zoning Commission

Cornell Allen
4030 Bells Chapel Road
Greenville, NC 27858

Application Date: 5/8/2011

District #: 5

Home Phone: (252) 215-0486
Business Phone: (252) 258-9718
Email: mrcallen2436@gmail.com

Brian Brown
2237 Penncross Drive
Greenville, NC 27834

Application Date: 2/23/2011

District #: 5

Home Phone: (252) 414-3943
Business Phone: (252) 353-7379
Email: bbrown@myrepexpress.com

Dustin Mills
504 Daventry Drive
Greenville, NC 27858

Application Date: 4/9/2012

District #: 5

Home Phone: (919) 480-0791
Business Phone: (252) 558-0207
Email: dmills@pirhl.com

Bridget Moore
4128A Bridge Court
Winterville, NC 28590

Application Date: 7/13/2011

District #: 5

Home Phone: (252) 355-7377
Business Phone: (252) 756-1002
Email: bmoore2004@netzero.com

Tyler James Russell
3856 Forsyth Park Ct.
Winterville, NC 28590

Application Date:

District #:

Home Phone: (910) 840-0337
Business Phone: (252) 215-4000
Email: tjr@wardandsmith.com

Renee Safford-White
340 Beasley Drive, A3
Greenville, NC 27834

Application Date: 11/1/2011

District #: 1

Home Phone: (252) 752-1029
Business Phone: (252) 744-3070
Email: saffordwhiter@ecu.edu

Howard Stearn
2818 Jefferson
Greenville, NC 27858

Application Date: 11/9/2011

District #: 3

Home Phone: (252) 862-6683
Business Phone: (252) 321-1101
Email: howardmstearn@gmail.com

Uriah Ward
106 Osceola Drive
Greenville, NC 27858

Application Date: 5/7/2013

District #:3

Home Phone: (252) 565-2038
Business Phone:
Email: uriahward@yahoo.com

Applicants for Public Transportation & Parking Commission

Jessica D. Faison
3305 Moseley Dr. Apt. A
Greenville, NC 27858

Application Date: 7/11/2013

District #: 4

Home Phone: (919) 394-0414

Business Phone: (252) 328-5393

Email: JessicaDFaison@gmail.com

Applicants for Recreation & Parks Commission

Brian Cooper
1149 Mulberry Lane, #34-G
Greenville, NC 27858

District #: 5

Application Date: 3/5/2011

Home Phone: (252) 439-0651
Business Phone: (252) 439-0651
Email: brianevans_99@yahoo.com

Gordon M Darragh
1300 Oakview Drive
Greenville, NC 27858

District #: 4

Application Date:

Home Phone: (252) 752-2633
Business Phone: (252) 917-0090
Email: gmdarragh@yahoo.com

Jessica D. Faison
3305 Moseley Dr. Apt. A
Greenville, NC 27858

District #: 4

Application Date: 7/11/2013

Home Phone: (919) 394-0414
Business Phone: (252) 328-5393
Email: JessicaDFaison@gmail.com

Aaron Lucier
1516 Thayer Drive
Winterville, NC 28590

District #: 5

Application Date: 2/23/2011

Home Phone: (252) 321-3910
Business Phone: (252) 328-2758
Email: luciera@ecu.edu

Jan Maclaga
3402 Foxwood Lane
Greenville, NC 27858

District #: 4

Application Date: 5/12/2011

Home Phone: (252) 756-4520
Business Phone:
Email: maclagaj@ecu.edu

Bridget Moore
4128A Bridge Court
Winterville, NC 28590

District #: 5

Application Date: 7/13/2011

Home Phone: (252) 355-7377
Business Phone: (252) 756-1002
Email: bmoore2004@netzero.com

Al Muller
212 Bristol Court
Greenville, NC 27834

District #: 5

Application Date: 2/11/2011

Home Phone: (252) 916-5667
Business Phone: (252) 328-6737
Email: axm6737@gmail.com

Knox Oakley
3906 Bach Circle
Greenville, NC 27858

Application Date: 1/31/2011

Home Phone: (252) 321-6970
Business Phone: (252) 531-2457

Recreation & Parks Commission continued

District #: 4

Charles H. Pennington
100 Hickory Street Apt. C205
Greenville, NC 27858

District #: 3

James Yahnker
413 Beasley Drive, Apt. M-7
Greenville, NC 27834

District #: 1

Email: k.oakley@tridim.com

Application Date: 6/1/2012

Home Phone: (252) 830-2092

Business Phone:

Email: chpennington@suddenlink.net

Application Date: 2/28/2011

Home Phone: (252) 758-3291

Business Phone: (252) 847-4400

Email: yahnker06@suddenlink.net

Applicants for Redevelopment Commission

Cornell Allen
4030 Bells Chapel Road
Greenville, NC 27858

District #: 5

Brian Brown
2237 Penncross Drive
Greenville, NC 27834

District #: 5

Wanda Carr
2304 British Court
Greenville, NC 27834

District #: 1

Terry King
1310 Thomas Langston Rd. #7
Winterville, NC 28590

District #: 2

Dustin Mills
504 Daventry Drive
Greenville, NC 27858

District #: 5

Brittney Partridge
925 Spring Forest Road, Apt. 9
Greenville, NC 27834

District #: 1

Tyler D Richardson
125 Squire Drive
Winterville, NC 28540

District #: 5

Katherine Wetherington
1503 East 4th Street
Greenville, NC 27858

District #: 3

Application Date: 5/8/2011

Home Phone: (252) 215-0486
Business Phone: (252) 258-9718
Email: mrcallen2436@gmail.com

Application Date: 2/23/2011

Home Phone: (252) 414-3943
Business Phone: (252) 353-7379
Email: bbrown@myrepexpress.com

Application Date: 10/13/2010

Home Phone: (252) 321-1409
Business Phone:
Email: carrwdc@hotmail.com

Application Date: 8/25/2012

Home Phone: (252) 412-5228
Business Phone:
Email: terryeu2@aol.com

Application Date: 4/9/2012

Home Phone: (919) 480-0791
Business Phone: (252) 558-0207
Email: dmills@pirhl.com

Application Date: 7/15/2010

Home Phone: (252) 489-8390
Business Phone:
Email: partridgeb06@students.ecu.edu

Application Date: 5/1/2013

Home Phone: (704) 641-1449
Business Phone:
Email: tdr0827@gmail.com

Application Date: 6/19/2010

Home Phone:
Business Phone:
Email: katherinewetherington@yahoo.com

Applicants for Youth Council

None.



City of Greenville, North Carolina

Meeting Date: 8/8/2013
Time: 7:00 PM

Title of Item: Nomination to the Pitt County Commissioners for the Chairperson of the Pitt-Greenville Convention and Visitors Authority

Explanation: **Abstract:** In accordance with the Interlocal Agreement between the City of Greenville, Pitt County, and the Pitt-Greenville Convention & Visitors Authority, the City Council will nominate three members of the Pitt-Greenville Convention & Visitors Authority to serve as Chairman. Those nominations will be forwarded to the Pitt County Board of Commissioners, who will elect the Chairman from those nominations.

Explanation: In accordance with Section 7 of the Interlocal Agreement between the City of Greenville, Pitt County, and the Pitt-Greenville Convention & Visitors Authority, "... the Chairman of the Authority shall be designated by the Board of Commissioners of the County from a list of three (3) members of the Board of Directors nominated by the City Council of the City." The most recent Chairman was Joseph Fridgen, who has served a second term on the board and is no longer eligible to serve. A nomination of three members must be submitted to the Pitt County Commissioners so that they may select a Chairman from the list in accordance with the Interlocal Agreement. The current members are:

Kurt Davis, who is serving a first term that will expire July 2014

George Fenich, who is filling an unexpired term that will expire July 2015

Beatrice Henderson, who is serving a first term that will expire July 2016

Candace Hollingsworth, who is serving a second term that will expire July 2016

Scott Hucks, who is serving first term that will expire July 2016

Christopher Jenkins, who is filling an unexpired term that will expire July 2014

JJ McLamb, who is filling an unexpired term that will expire July 2015

Jose Morales, who is filling an unexpired term that will expire July 2014

Robert Sheck, who is serving a second term that will expire July 2015

Fiscal Note: No direct fiscal impact.

Recommendation: Nominate three members of the Pitt-Greenville Convention and Visitors Authority to the Pitt County Commissioners for consideration of appointment as Chairperson.

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City of Greenville, North Carolina

Meeting Date: 8/8/2013
Time: 7:00 PM

Title of Item: Ordinance requested by Carl Darden, Agent, to rezone 0.81 acres located along the northern right-of-way of Stantonsburg Road and 500+/- feet east of the intersection of Stantonsburg Road and Allen Road from Medical-Residential (MR) to Medical-Office (MO)

Explanation: **Abstract:** The City has received a request from Carl Darden, Agent, to rezone 0.81 acres located along the northern right-of-way of Stantonsburg Road and 500+/- feet east of the intersection of Stantonsburg Road and Allen Road from Medical-Residential (MR) to Medical-Office (MO).

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on July 1, 2013.
On-site sign(s) posted on July 1, 2013.
City Council public hearing notice (property owner and adjoining property owner letter) mailed on July 23, 2013.
Public hearing legal advertisement published on July 29 and August 5, 2013.

Comprehensive Plan:

The subject site is located in Vision Area F and in the recognized Medical District.

Management Actions for Vision Area F:

F6. Strengthen/support the medical district plan.

Stantonsburg Road is considered a gateway corridor. Gateway corridors serve as primary entranceways into the city and help define community character. These roads are designed to carry high volumes of traffic through and across the city.

The Future Land Use Plan Map recommends office/institutional/multi-family

(OIMF) at the northeast corner of the intersection of Stantonsburg Road and Allen Road.

Thoroughfare/Traffic Report Summary (PWD- Engineering Division):

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 282 trips to and from the site on Stantonsburg Road, which is a net increase of 196 additional trips per day and represents an increase which is less than 1%.

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

History/Background:

In 1972, the subject property was incorporated into the City's extra-territorial jurisdiction (ETJ) and was zoned RA20 (Residential-Agricultural). In 1986, as part of the adoption of the Medical District Zoning, the property was rezoned to MD-5, which was later re-named to Medical-Residential.

Present Land Use:

One (1) single-family residence and one (1) vacant lot.

Water/Sewer:

Water is available along Stantonsburg Road, and sanitary sewer is available at the intersection of Stantonsburg Road and Bethesda Road.

Historic Sites:

There are no known effects on the designated site.

Environmental Conditions/Constraints:

There are no known effects on the designated site.

Surrounding Land Uses and Zoning:

North: MO - Vidant Wellness Center
South: MO - Vidant Health Surgicenter and a vacant parcel
East: MO - Vidant Wellness Center
West: MO - Cornerstone Missionary Baptist Church

Density Estimates:

Under the current zoning (MR), staff would anticipate the site to yield no more than 13 multi-family units (1, 2, and 3 bedrooms).

Under the proposed zoning (MO), staff would anticipate the site to yield 7,762

square feet of medical office space.

The anticipated build-out is 1-2 years.

Fiscal Note: No cost to the City.

Recommendation: In staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan, the Future Land Use Plan Map, and the Medical District Land Use Plan Update (12/20/07).

"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 to approve the request at its July 16, 2013 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 zoning districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

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 [Traffic Report](#)

 [Location Map](#)

- [Survey](#)
 - [Bufferyard and Vegetation Standards and Residential Density](#)
 - [Ordinance_Carl_Darden_Rezoning_959102](#)
 - [Excerpt_P_Z_minutes_Carl_Darden_959389](#)
 - [List_of_Uses_for_MR_to_MO_900329](#)
-

ORDINANCE NO. 13-
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 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on August 8, 2013, at 7:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, 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; and,

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance rezoning the following described property is consistent with the adopted comprehensive plan and that the adoption of the ordinance rezoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

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

Section 1. That the following described territory is rezoned from MR (Medical-Residential) to MO (Medical-Office).

TO WIT: Ella S. McGowan Property

LOCATION: Located along the northern right-of-way of Stantonsburg Road and 500+/- feet east of the intersection of Stantonsburg Road and Allen Road.

DESCRIPTION: Beginning at a point in the northern right of way of Stantonsburg Road, said point being approximately 475 feet east of the intersection of the eastern right of way of Allen Road; thence along the northern right of way of Stantonsburg Road the following two courses and distances south 74°-42'-12" east 61.77 feet to a point; thence south 74°-44'-07" east 230.74 feet to a point; thence along the line of property of Pitt County Memorial Hospital, Inc the following three courses and distances north 09°-07'-51" east 145.51 feet to a point; thence north 80°-52'-09" west 150.28 feet to a point; thence north 86°-50'-54" west 112.00 feet to a point; thence along the line of Cornerstone Missionary Baptist Church of Greenville south 25°-00'-21" west 106.62 feet to the point of beginning and being the remaining property described in deed book Y32 page 291-292 and Deed Book – T 28, Page – 298-299, Pitt County Register of deeds containing 0.81

acres Greenville township, Pitt County, North Carolina as shown on map By Joyner Keeny, PLLC (Firm Number P-0551) date May 15, 2013.

Section 2. That the Director of Community Development 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 8th day of August, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Doc. # 959102

Excerpt from the DRAFT Planning & Zoning Commission Meeting Minutes (7/16/13)

ORDINANCE REQUESTED BY CARL DARDEN, AGENT, TO REZONE 0.81 ACRES LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF STANTONSBURG ROAD AND 500+/- FEET EAST OF THE INTERSECTION OF STANTONSBURG ROAD AND ALLEN ROAD FROM MEDICAL-RESIDENTIAL (MR) TO MEDICAL-OFFICE (MO).
APPROVED

Ms. Chantae Gooby, Planner II, delineated the property. The property is located in the northwest quadrant of the city, specifically located along Stantonburg Road. The request involves two separate parcels under common ownership. The property currently contains a single-family residence and a vacant lot. The proposed rezoning classification could generate a net increase of 196 additional trips per day. Under the current zoning (MR), staff would anticipate the site to yield no more than 13 multi-family units (1, 2 and 3 bedrooms). Under the proposed zoning (MO), staff would anticipate the site to yield 7,762 square feet of medical office space. The Future Land Use Plan Map recommends office/institutional/multi-family (OIMF) at the northeast corner of the intersection of Stantonburg Road and Allen Road. In staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan, the Future Land Use Plan Map, and the Medical District Land Use Plan Update (12/20/2007).

Chairwoman Basnight opened the public hearing.

Mr. Carl Darden, representative for applicant, spoke in favor of the petition. He stated that the request is in compliance with the Future Land Use Plan.

No one spoke in opposition.

Chairwoman Basnight closed the public hearing and opened for board discussion.

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

EXISTING ZONING

MR (Medical-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)
- c. Multi-family development per Article 1
- f. Residential cluster development per Article M
- k. Family care home (see also section 9-4-103)
- q. Room renting

*(3) Home Occupations (see all categories):*None*

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- g. Private noncommercial park or recreation 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*

MR (Medical-Residential)

Special Uses

- (1) General:* None*

(2) Residential:

- d. Land use intensity multifamily (LUI) development rating 50 per Article K
- l. Group care facility
- n. Retirement center or home
- o. Nursing, convalescent center or maternity home; major care facility
- o.(1). Nursing, convalescent center or maternity home; minor care facility

(3) Home Occupations (see all categories):

- b. Home occupations; excluding barber and beauty shops
- d. Home occupations; excluding manicure, pedicure or facial salon

(4) Governmental:

- a. Public utility building or use

(5) Agricultural/ Mining: None*

(6) Recreational/ Entertainment:

- 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
- g. School; junior and senior high (see also section 9-4-103)
- h. School; elementary (see also section 9-4-103)
- i. School; kindergarten or nursery (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

MO (Medical-Office)

Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On-premise signs per Article N
- f. Retail sales; incidental

(2) Residential:

- l. Group care facility
- n. Retirement center or home
- o. Nursing, convalescent center or maternity home; major care facility

*(3) Home Occupations (see all categories):*None*

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)
- c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
- d. Federal government building or use

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- g. Private noncommercial park or recreational facility

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed

(8) Services:

- n. Auditorium
- r. Art gallery
- u. Art studio including art and supply sales
- ee. Hospital
- ii. Wellness center; indoor and outdoor facilities

(9) Repair: None*

(10) Retail Trade:

- d. Pharmacy
- s. Book or card store, news stand
- w. Florist

(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*

Special Uses

MO (Medical-Office)

(1) General: None*

(2) Residential:

i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home

(3) *Home Occupations (see all categories):** None

(4) *Governmental:*

a. Public utility building or use

(5) *Agricultural/ Mining:** None

(6) *Recreational/ Entertainment:*

s. Athletic club; indoor only

(7) *Office/ Financial/ Medical:** None

(8) *Services:*

a. Child day care facilities

b. Adult day care facilities

e. Barber or beauty shop

f. Manicure, pedicure or facial salon

j. College and other institutions of higher learning

l. Convention center; private

s. Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)

s.(1). Hotel, motel bed and breakfast inn; extended stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)

hh. Exercise and weight loss studios; indoor only

ll.(1) Dry cleaning; household users, drop-off/pick-up station only [2,000 sq. ft. gross floor area limit per establishment]

jj. Health services not otherwise listed

(9) *Repair:** None

(10) *Retail Trade:*

f. Office and school supply, equipment sales [5,000 sq. ft. gross floor area limit per establishment]

h. Restaurant; conventional

i. Restaurant; fast food [limited to multi-unit structures which contain not less than three separate uses]

j. Restaurant; regulated outdoor activities

k. Medical supply sales and rental of medically related products including uniforms and related accessories.

t. Hobby or craft shop [5,000 sq. ft. gross floor area limit per establishment]

(11) *Wholesale/ Rental/ Vehicle- Mobile Home Trade:** None

(12) *Construction:** None

(13) *Transportation:** None

(14) *Manufacturing/ Warehousing:* * None

(15) *Other Activities (not otherwise listed - all categories):** None

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 13-05

Applicant: Carl Darden, Agent

Property Information

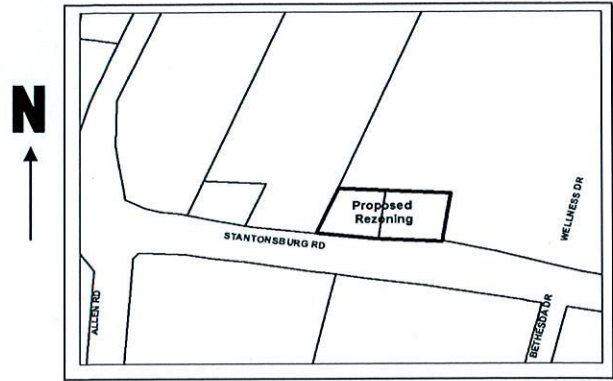
Current Zoning: MR (Medical-Residential)

Proposed Zoning: MO (Medical-Office)

Current Acreage: 0.81 acres

Location: Stantonsburg Rd, east of Allen Rd

Points of Access: Stantonsburg Road



Location Map

Transportation Background Information

1.) Stantonsburg Rd- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	5-lane with curb & gutter	5-lane curb & gutter, widened outside lanes, sidewalks
Right of way width (ft)	100	100
Speed Limit (mph)	45	
Current ADT:	30,775 (*)	Ultimate Design ADT: 33,500 vehicles/day (**)
Design ADT:	33,500 vehicles/day (**)	
Controlled Access	No	
Thoroughfare Plan Status:	Major Thoroughfare	

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

- Notes:**
- (*) 2010 NCDOT count adjusted with a 2% growth rate
 - (**) Traffic volume based an operating Level of Service D for existing geometric conditions
- ADT – Average Daily Traffic volume

Transportation Improvement Program Status: No planned projects.

Trips generated by proposed use/change

Current Zoning: 86 -vehicle trips/day (*) **Proposed Zoning:** 282 -vehicle trips/day (*)

Estimated Net Change: increase of 196 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 Stantonsburg Rd are as follows:

1.) Stantonsburg Rd , East of Site (70%): **“No build” ADT of 30,775**

Estimated ADT with Proposed Zoning (full build) –	30,972
Estimated ADT with Current Zoning (full build) –	30,835
Net ADT change =	137 (<1% increase)

2.) Stantonsburg Rd , West of Site (30%):

“No build” ADT of 30,775

Estimated ADT with Proposed Zoning (full build) – 30,860

Estimated ADT with Current Zoning (full build) – 30,801

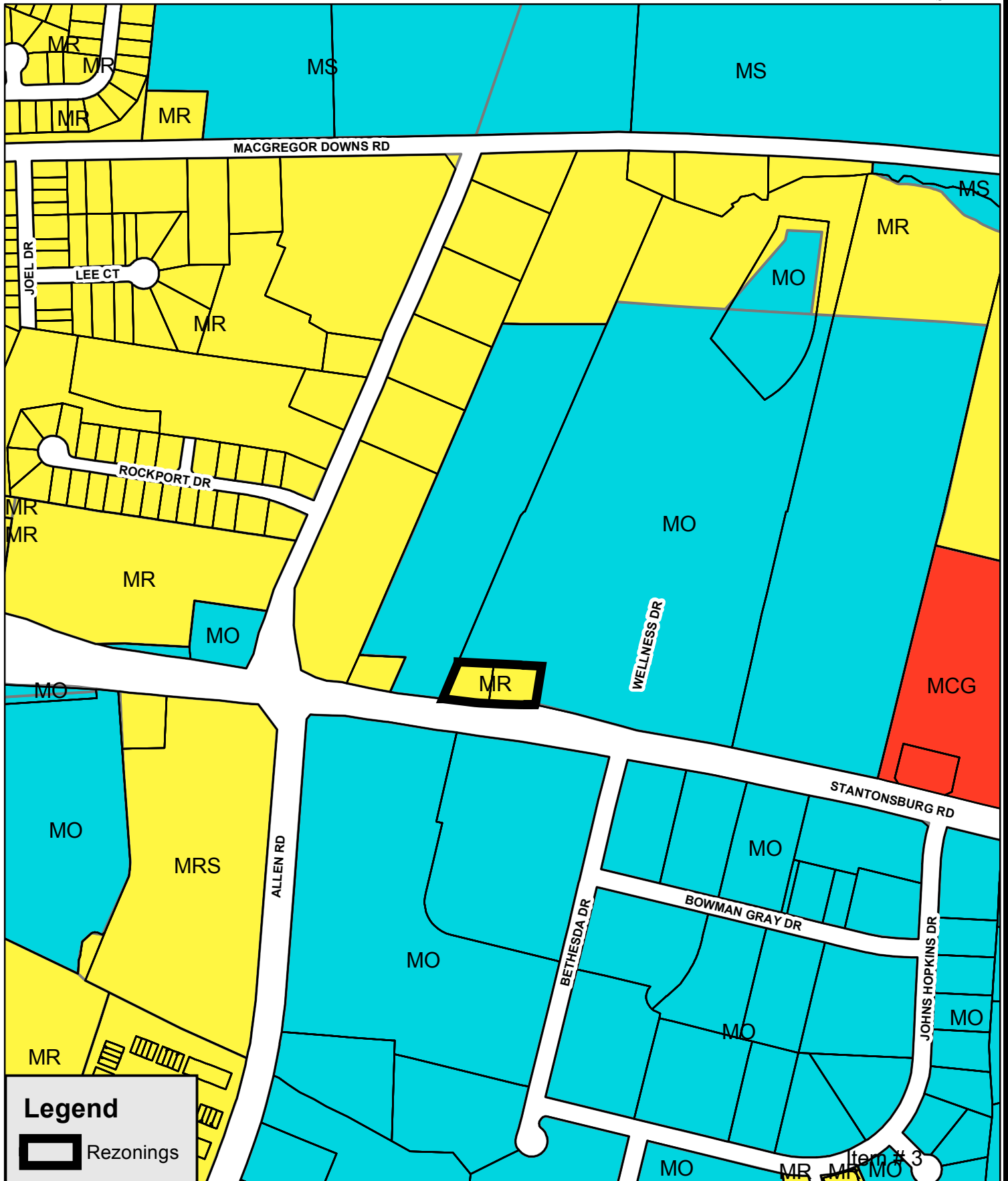
Net ADT change = 59 (<1% increase)

Staff Findings/Recommendations

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 282 trips to and from the site on Stantonsburg Rd, which is a net increase of 196 additional trips per day, and represents an increase which is less than 1%.

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

Carl Darden, Agent
From: MR to MO
0.81 acres
June 20, 2013

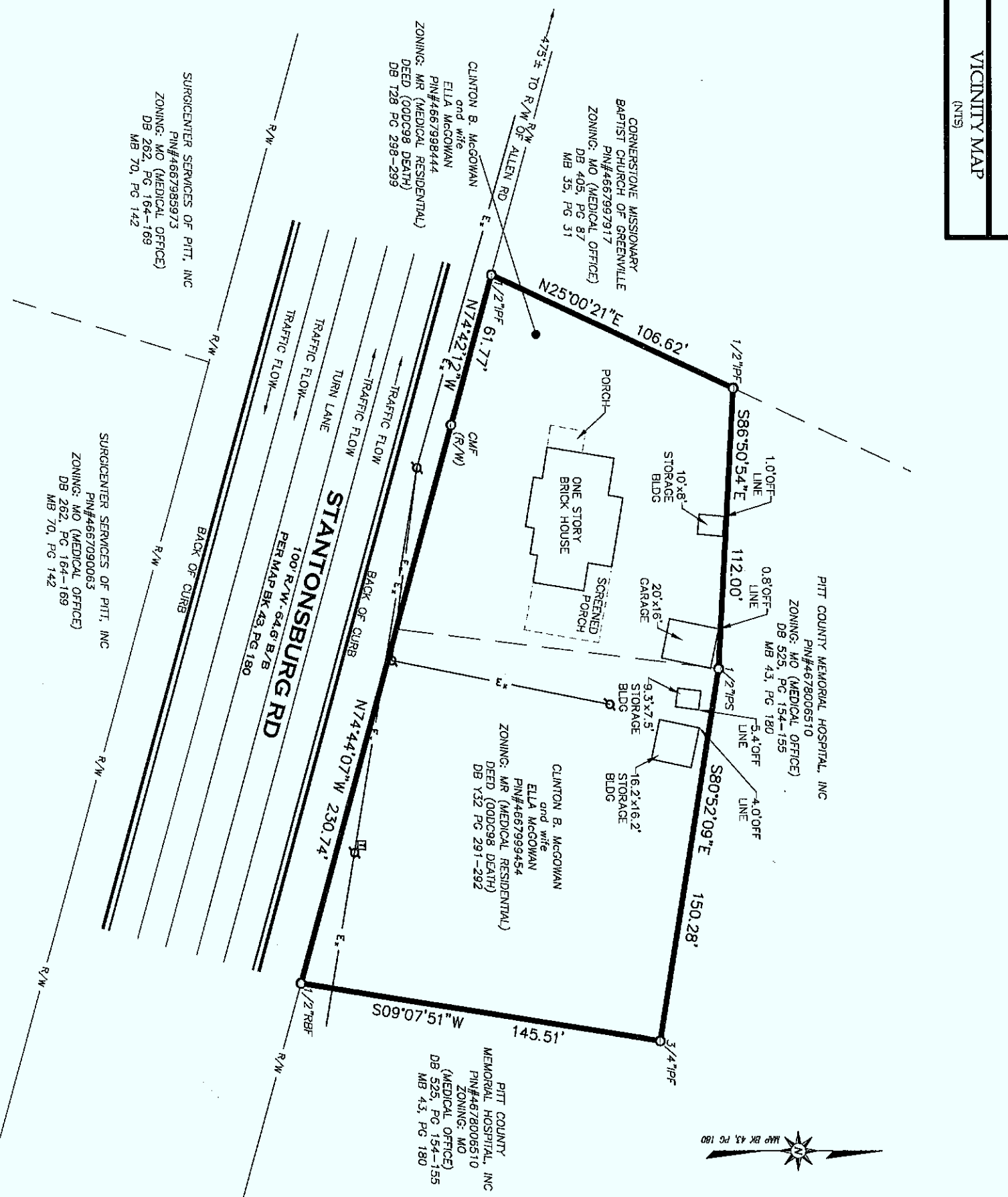




VICINITY MAP
(NTS)

- NOTES - GENERAL**
- LEGAL REFERENCE: see map
 - Property Address is 2650 Stantonburg Rd, Greenville, NC 27834
 - Pitt County Parcel Fm: see map
 - No determination has been made by the Surveyor as to the following:
 - Wetlands
 - Underground Utilities
 - Underground Storage Facilities
 - Crosses, Cemeteries or Burial Grounds
 - All distances are Chord distances, unless noted otherwise.
 - Zoned MR (Medical Residential)
 - Requested Zone: MO (Medical Office)
 - AREA=35,288 SF, 0.81 AC
 - No NCCS Monument within 2000 feet.

- LEGEND**
- Lines Surveyed
 - Lines Not Surveyed
 - Property Corner
 - Iron Pipe Found
 - Iron Pipe Set
 - Rebar Found
 - Concrete Monument Found
 - Exist. Telephone Pad
 - Exist. Overhead Power
 - Exist. Right-of-Way
 - Deed Book
 - Map Book
 - Page Number



PROFESSIONAL LAND SURVEYOR
SEAL
MICHAEL L. KEENEY
 NORTH CAROLINA

I, Michael L. Keeny, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book SEE MAP page SEE MAP etc.) (other): that the boundaries not surveyed are clearly indicated as drawn from information found in Book SEE MAP page SEE MAP; that the ratio of precision as calculated is 1: 10,000; that this plat was prepared in accordance with G. S. 47-30 as amended. Witness my original signature, registration number and seal this 28 day of May, A. D. 2013

REZONING MAP FOR PROPERTY OF
CARL DARDEN, AGENT

2650 STANTONSBURG RD - GREENVILLE NC 27834

JOYNER KEENEY, PLLC
 LAND PLANNING & SURVEYING
 1051 N. WINSTEAD AVE.
 P.O. BOX 7533
 ROCKY MOUNT, N.C. 27804
 NORTH CAROLINA FIRM
 LICENSE NUMBER P-0551
 (252) 977-3124 VOICE
 (252) 995-8028 FAX

DRAWN BY: DLK	DATE: 5/15/2013
Scale: 1" = 50'	DWG: MCGOWAN LOT1.DWG
JOB NR: 130035A	

04/30/07

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

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

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

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

Street trees may count toward the minimum acreage.

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

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

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

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

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

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

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

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

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

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

Residential Density		
Maximum density allowed by Zoning District based on average of 2.67 persons per dwelling unit		
High Density		
R6 R6-N R6-MH OR CDF	17 units per acre yields 45 persons per acre	
PUD	12 units per acre yields 32 persons per acre	
Medium Density		
R6-A	9 units per acre yields 24 persons per acre	
R6-S	7 units per acre yields 19 persons per acre	
R9	6 units per acre yields 16 persons per acre	
R9-S	5 units per acre yields 13 persons per acre	
Low Density		
RA-20 MRS	4 units per acre yields 11 persons per acre	
R15-S	3 units per acre yields 8 persons per acre	

Illustration: Maximum allowable density in Residential Zoning Districts



City of Greenville, North Carolina

Meeting Date: 8/8/2013
Time: 7:00 PM

Title of Item: Ordinance requested by Pitt County Memorial Hospital, Incorporated to rezone 7.2 acres located at the northwest and northeast corners of the intersection of Stantonsburg Road and Moye Boulevard from Medical-Support (MS) and Medical-Heavy Commercial (MCH) to Medical-Institutional (MI)

Explanation: **Abstract:** The City has received a request from Pitt County Memorial Hospital, Incorporated to rezone 7.2 acres located at the northwest and northeast corners of the intersection of Stantonsburg Road and Moye Boulevard from Medical-Support (MS) and Medical-Heavy Commercial (MCH) to Medical-Institutional (MI).

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on June 4, 2013.
On-site sign(s) posted on June 4, 2013.
City Council public hearing notice (property owner and adjoining property owner letter) mailed on July 23, 2013.
Public hearing legal advertisement published on July 29 and August 5, 2013.

Comprehensive Plan:

The subject site is located in Vision Area F and in the recognized Medical District.

Management Actions for Vision Area F:

F6. Strengthen/support the medical district plan.

Stantonsburg Road is considered a gateway corridor. Gateway corridors serve as primary entranceways into the city and help define community character. These roads are designed to carry high volumes of traffic through and across the city.

Moye Boulevard is considered a connector corridor. Connector corridors are anticipated to contain a variety of higher intensity activities and uses.

The subject property is part of the employment medical focus area for the hospital area which indicates a high concentration of jobs.

The Future Land Use Plan Map recommends medical core (MC) at the northwest and northeast corners of the intersection of Stantonsburg Road and Moye Boulevard with a small area recommended as conservation/open space (COS).

The Future Land Use Map identifies certain areas for conservation/open space uses. The map is not meant to be dimensionally specific, and may not correspond precisely with conditions on the ground. When considering rezoning requests or other development proposals, some areas classified as conservation/open space may be determined not to contain anticipated development limitations. In such cases, the future preferred land use should be based on adjacent Land Use Plan designations, contextual considerations, and the general policies of the comprehensive plan.

Thoroughfare/Traffic Report Summary (PWD- Engineering Division):

Staff researched key requirements of the current and proposed zoning, as those requirements would relate to traffic generating capabilities. The current zoning (MS) allows for a maximum building height of 80 feet. The proposed zoning (MI) allows for a maximum building height in excess of 80 feet. Staff anticipates a structure similar in height and size to the Heart Center. That building has a height that would be allowed in the current zoning (less than 80 feet). Since the proposed building would be similar in size to the Heart Center building, the traffic generating capabilities could be the same as that of the current zoning.

As such in this case, the proposed rezoning (MI) would not generate any additional traffic above and beyond the current zoning (MS).

History/Background:

In 1972, the subject properties were incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned RA20 (Residential-Agricultural). In 1973, the property was rezoned to MA (Medical Arts). In 1986, as part of the adoption of the Medical District Zoning, the properties were rezoned to MD-2 and MD-6, which were later renamed to Medical Support and Medical-Heavy Commercial, respectively.

Present Land Use:

Parking lots

Water/Sewer:

Water and sanitary sewer are available.

Historic Sites:

There are no known effects on designated sites.

Environmental Conditions/Constraints:

On the hydric soils coverage, there is a small area, located at the northwest and northeast corners of the intersection of Stantonsburg Road and Moye Boulevard, that indicates the presence of hydric soils.

Surrounding Land Uses and Zoning:

- North: MS - East Carolina Heart Institute
- South: MS and MCH - ABC Moving and Storage
- East: MCH - Bank of America
- West: MS - Vidant Medical Center

Density Estimates:

Due to the size of the MCH-zoned section (0.2 acres), it is undevelopable.

Under the current zoning (MS) and proposed zoning (MI), staff would anticipate the site to yield the same square footage of medical office/hospital space.

Additional Staff Comment:

This rezoning will result in zoning lines following property lines that were affected by the redesign of Moye Boulevard.

Fiscal Note:

No cost to the City.

Recommendation:

In staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan, the Future Land Use Plan Map and the Medical District Land Use Plan Update (12/20/07).

"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 to approve the request at its June 18, 2013 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 zoning districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [Traffic Memo](#)
 - [Location Map](#)
 - [Survey](#)
 - [Letter of Support from Tom Taft, Sr.](#)
 - [Bufferyard and Vegetation Standards](#)
 - [Ordinance_PCHM_rezoning_959101](#)
 - [Excerpt_Minutes_PCHM_rezoning_959095](#)
 - [List_of_Uses_MS_MI_MCH_956681](#)
-

ORDINANCE NO. 13-
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 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on August 8, 2013, at 7:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, 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; and,

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance rezoning the following described property is consistent with the adopted comprehensive plan and that the adoption of the ordinance rezoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

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

Section 1. That the following described territory is rezoned from MS (Medical-Support) to MI (Medical-Institutional).

TO WIT: Pitt County Memorial Hospital, Incorporated Property

LOCATION: Located at the northwest corner of the intersection of Stantonsburg Road and Moye Boulevard.

DESCRIPTION: LYING AND BEING IN THE CITY OF GREENVILLE, PITT COUNTY, NORTH CAROLINA AND LYING ON THE NORTH SIDE OF MOYE BOULEVARD AND BEING MORE ACCURATELY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERN/WESTERN RIGHT-OF-WAY OF MOYE BOULEVARD, SAID POINT LYING S42°29'42"W 2631.82 FEET FROM N.C.G.S.M. "LUPTON 1980" HAVING NAD 83 GRID COORDINATES N (Y) = 681,729.74 FT E (X) = 2,477,616.39; THENCE ALONG THE NORTHERN/WESTERN RIGHT-OF-WAY OF MOYE BOULEVARD ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF S59°19'34"W 361.36 FEET AND A RADIUS OF 460.00 FEET TO AN EXISTING IRON PIPE; THENCE S82°27'13"W 107.70 FEET TO AN EXISTING IRON PIPE; THENCE ALONG A CURVE TO THE

LEFT HAVING A CHORD BEARING AND DISTANCE OF S55°41'11"W 220.68 FEET AND A RADIUS OF 245.00 FEET TO AN EXISTING IRON PIPE; THENCE LEAVING SAID RIGHT-OF-WAY N06°57'55"W 599.24 FEET TO A POINT; THENCE S67°59'04"E 725.40 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 4.5 ACRES MORE OR LESS.

Section 2. That the following described territory is rezoned from MS (Medical-Support) and MCH (Medical-Heavy Commercial) to MI (Medical-Institutional).

TO WIT: Pitt County Memorial Hospital, Incorporated Property

LOCATION: Located at the northeast corner of the intersection of Stantonsburg Road and Moye Boulevard.

DESCRIPTION: LYING AND BEING IN THE CITY OF GREENVILLE, PITT COUNTY, NORTH CAROLINA AND LYING ON THE WEST SIDE OF FARM DRIVE, ON THE NORTH SIDE OF STANTONSBURG ROAD (NCSR 1200) AND ON THE EAST/SOUTH SIDE OF MOYE BOULEVARD AND BEING MORE ACCURATELY DESCRIBED AS FOLLOWS:

BEGINNING AT A CHISLED "X" IN THE SIDEWALK IN THE WESTERN RIGHT-OF-WAY OF FARM DRIVE, SAID POINT LYING S38°48'11"W 2453.53 FEET FROM N.C.G.S.M. "LUPTON 1980" HAVING NAD 83 GRID COORDINATES N (Y) = 681,729.74 FT E (X) = 2,477,616.39; THENCE S57°37'57"W 206.01 FEET TO AN EXISTING IRON PIPE; THENCE S32°22'01"E 198.68 FEET TO AN EXISTING IRON PIPE IN THE NORTHERN RIGHT-OF-WAY OF STANTONSBURG ROAD (NCSR 1200); THENCE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF S71°36'11"W 555.16 FEET AND A RADIUS OF 1392.38 FEET TO A POINT; THENCE S83°06'08"W 116.74 FEET TO A POINT; THENCE N51°56'28"W 78.62 FEET TO A POINT IN THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF STANTONSBURG ROAD (NCSR 1200) AND THE EASTERN/SOUTHERN RIGHT-OF-WAY OF MOYE BOULEVARD; THENCE ALONG THE RIGHT-OF-WAY OF MOYE BOULEVARD ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF N48°41'22"E 152.58 FEET AND A RADIUS OF 155.00 FEET TO AN EXISTING IRON PIPE; THENCE N78°10'29"E 160.00 FEET TO AN EXISTING IRON PIPE; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF N56°07'02"E 405.58 FEET AND A RADIUS OF 540.00 FEET TO A POINT; THENCE LEAVING THE RIGHT-OF-WAY OF MOYE BOULEVARD S67°59'04"E 10.15 FEET TO A POINT; THENCE N22°55'46"E 100.59 FEET TO AN EXISTING IRON PIPE IN THE INTERSECTION OF THE SOUTHERN/EASTERN RIGHT-OF-WAY OF MOYE BOULEVARD AND THE WESTERN RIGHT-OF-WAY OF FARM DRIVE; THENCE ALONG THE RIGHT-OF-WAY OF FARM DRIVE N65°44'25"E 30.37 FEET TO A POINT; THENCE S71°49'08"E 54.77 FEET TO AN EXISTING IRON PIPE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF S55°13'58"E 43.81 FEET AND A RADIUS OF 75.00

FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 2.7 ACRES
MORE OR LESS.

Section 3. That the Director of Community Development is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

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

Section 5. That this ordinance shall become effective upon its adoption.

ADOPTED this 8th day of August, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Doc. # 959101

Excerpt from the ADOPTED Planning & Zoning Minutes (6/18/2013)

ORDINANCE REQUESTED BY PITT COUNTY MEMORIAL HOSPITAL, INCORPORATED TO REZONE 7.2 ACRES LOCATED AT THE NORTHWEST AND NORTHEAST CORNERS OF THE INTERSECTION OF STANTONSBURG ROAD AND MOYE BOULEVARD FROM MEDICAL-SUPPORT (MS) AND MEDICAL-HEAVY COMMERCIAL (MCH) TO MEDICAL-INSTITUTIONAL (MI). APPROVED

Ms Chantae Gooby, Planner II, delineated the property. The property is located centrally in the city. The proposed rezoning would not generate any additional traffic than the current zoning. Moye Boulevard was redesigned so it bisects the properties. The requested rezoning will make the zoning match property lines. The MS and MI zonings have similar uses. The Future Land Use Plan Map recommends medical core (MC). The proposed zoning is part of the medical core designation. There is a small portion of conservation/open space (COS) that will be resolved at the time of development. In staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan, the Future Land Use Plan and the Medical District Land Use Plan Update.

Ms Bellis asked if the property is currently parking lot.

Ms Gooby replied yes.

Ms Bellis asked what the development plans are.

Ms Gooby stated that the applicant was present to answer questions.

Chairman Bell opened the public hearing.

Ms Michelle Clemmons, applicant representative, spoke in favor of the application. She stated that the plans include a cancer center adjacent to the heart center. It will be a mirror image of the heart center. The building will go onto the small tract that is being rezoned.

Ms Bellis asked if Moye Boulevard would be closed.

Ms Clemmons stated that Moye Boulevard will remain as is. The construction will impact the Hospital Loop Road.

No one spoke in opposition to the request.

Chairman Bell closed the public hearing.

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

CURRENT ZONING

MS (Medical-Support)

Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On- premise signs per Article N
- f. Retail sales; incidental

(2) Residential:

- l. Group care facility
- n. Retirement center or home
- o. Nursing, convalescent center or maternity home; major care facility

*(3) Home Occupations (see all categories): *None*

(4) Governmental:

- a. City of Greenville municipal government building or use (see also section 9-4-103)
- b. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
- d. Federal government building or use

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) Recreational/ Entertainment:

- f. Public park or recreational facility

(7) Office/ Financial/ Medical:

- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed

(8) Services:

ee. Hospital

- ff. Mental health, emotional or physical rehabilitation center

*(9) Repair: * None*

(10) Retail Trade:

- d. Pharmacy
- w. Florist

*(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:

- h. Parking lot or structure; principal use

*(14) Manufacturing/ Warehousing: * None*

*(15) Other Activities (not otherwise listed - all categories): * None*

MS (Medical-Support)
Special Uses

(1) *General*:* None

(2) *Residential*:

- e. Land use intensity dormitory (LUI) development rating 67 per Article K
- i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home

(3) *Home Occupations (see all categories)*:* None

(4) *Governmental*:

- a. Public utility building or use

(5) *Agricultural/ Mining*:* None

(6) *Recreational/ Entertainment*:* None

(7) *Office/ Financial/ Medical*:

- a. Office; professional and business, not otherwise listed
- d. Bank, savings and loan or other savings or investment institutions

(8) *Services*:

- a. Child day care facilities
- b. Adult day care facilities
- j. College and other institutions of higher learning
- l. Convention center; private
- s. Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
- s.(1). Hotel, motel bed and breakfast inn; extended stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
- gg. Vocational rehabilitation center
- jj. Health services not otherwise listed

(9) *Repair*:* None

(10) *Retail Trade*:

- h. Restaurant; conventional
- j. Restaurant; regulated outdoor activities
- k. Medical supply sales and rental of medically related products

(11) *Wholesale/ Rental/ Vehicle- Mobile Home Trade*:* None

(12) *Construction*:* None

(13) *Transportation*:* None

(14) *Manufacturing/ Warehousing*:

- t. Manufacture of nonhazardous medical supplies or medical products; including distribution

(15) *Other Activities (not otherwise listed - all categories)*:* None

MCH (Medical-Heavy Commercial)

Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On- premise signs per Article N
- f. Retail sales; incidental

*(2) Residential: * None*

*(3) Home Occupations (see all categories): *None*

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)
- c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
- d. Federal government building or use

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)
- b. Greenhouse or plant nursery; including accessory sales

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- s. Athletic club; indoor only

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed
- f. Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)

(8) Services:

- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- n. Auditorium
- o. Church or place of worship
- r. Art Gallery
- u. Art studio including art and supply sales
- v. Photography studio including photo and supply sales
- aa. Catering service including food preparation (see also restaurant; conventional and fast food)
- hh. Exercise and weight loss studio; indoor only
- ii. Wellness center; indoor and outdoor facilities
- kk. Laundrette; household users
- ll. Dry Cleaners; household users

(9) Repair:

- g. Jewelry, watch, eyewear or other personal item repair

(10) Retail Trade:

- a. Miscellaneous retail sales; non-durable goods, not otherwise listed
- b. Gasoline or automotive fuel sales; accessory or principal use, retail
- c. Grocery; food or beverage, off premise consumption (see also Wine Shop)
- c.1 Wine shop (see also section 9-4-103)
- d. Pharmacy

- e. Convenience store (see also gasoline sales)
- f. Office and school supply, equipment sales
- h. Restaurant; conventional
- i. Restaurant; fast food
- k. Medical supply sales and rental of medically related products
- p. Furniture and home furnishing sales not otherwise listed
- s. Book or card store, news stand
- t. Hobby or craft shop
- v. Video or music store; records, tape, compact disk, etc. sales
- w. Florist

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade. None*

(12) Construction:

- a. Licensed contractor; general, electrical, plumbing, mechanical, etc. excluding outside storage
- c. Construction office; temporary, including modular office (see also section 9-4-103)
- f. Hardware store

(13) Transportation:

- h. Parking lot or structure; principal

(14) Manufacturing/ Warehousing:

- c. Bakery; production, storage and shipment facilities
- i. Moving and storage of nonhazardous materials; excluding outside storage
- k. Mini-storage warehouse, household; excluding outside storage

(15) Other Activities (not otherwise listed - all categories). None*

MCH (Medical Heavy-Commercial)

Special Uses

(1) General:

- g. Incidental assembly of products sold at retail or wholesale as an accessory to principal uses

(2) Residential:

- i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile homes

(3) Home Occupations (see all categories). None*

(4) Governmental:

- a. Public utility building or use

(5) Agricultural/ Mining. None*

(6) Recreational/ Entertainment:

- t. Athletic club; indoor and outdoor facilities

(7) Office/ Financial/ Medical:

- c. Office; customer service not otherwise listed, included accessory service delivery vehicle parking and indoor storage

(8) Services:

- a. Child day care facilities
- b. Adult day care facilities
- j. College and other institution of higher learning
- l. Convention center; private

- s.(1). Hotel, motel, bed and breakfast inn; extended stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
- gg. Vocational rehabilitation center
- jj. Health services not otherwise listed

(9) Repair:

- b. Minor repair; as an accessory or principal use

(10) Retail Trade:

- j. Restaurant; regulated outdoor activities
- y. Auto part sales (see also major and minor repair)

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade: None*

(12) Construction: None*

(13) Transportation: None*

(14) Manufacturing/ Warehousing:

- m. Warehouse; accessory to approved commercial or industry uses within the district; excluding outside storage
- t. Manufacture of nonhazardous medical supplies or medical products, including distribution

(15) Other Activities (not otherwise listed - all categories): None*

PROPOSED ZONING

MI (Medical-Institutional)

Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On- premise signs per Article N
- f. Retail sales; incidental

(2) Residential:

- l. Group care facility
- n. Retirement center or home
- o. Nursing, convalescent center or maternity home; major care facility

*(3) Home Occupations (see all categories):*None*

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) Recreational/ Entertainment:

- f. Public park or recreational facility

(7) Office/ Financial/ Medical:

- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed

(8) Services:

- j. College and other institutions of higher learning
- ee. Hospital
- ff. Mental health, emotional or physical rehabilitation center

*(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:

- h. Parking lot or structure; principal use

(14) Manufacturing/ Warehousing: * None

*(15) Other Activities (not otherwise listed - all categories):** None

MI (Medical-Institutional)

Special Uses

*(1) General:** None

(2) Residential:

- i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home

*(3) Home Occupations (see all categories):** None

*(4) Governmental:** None

*(5) Agricultural/ Mining:** None

*(6) Recreational/ Entertainment:** None

*(7) Office/ Financial/ Medical:** None

(8) Services:

- a. Child day care facilities
- b. Adult day care facilities
- jj. Health services not otherwise listed

*(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

MEMORANDUM

TO: Chantae M. Gooby, Planning & CD

FROM: Rik DiCesare, P.E., PTOE, City Traffic Engineer RDC

SUBJECT: Rezoning Thoroughfare/Traffic Volume Report for June 18, 2013, Planning & Zoning Commission Meeting

DATE: June 7, 2013

We have reviewed the following rezoning request:

Case #13-04 Pitt County Memorial Hospital

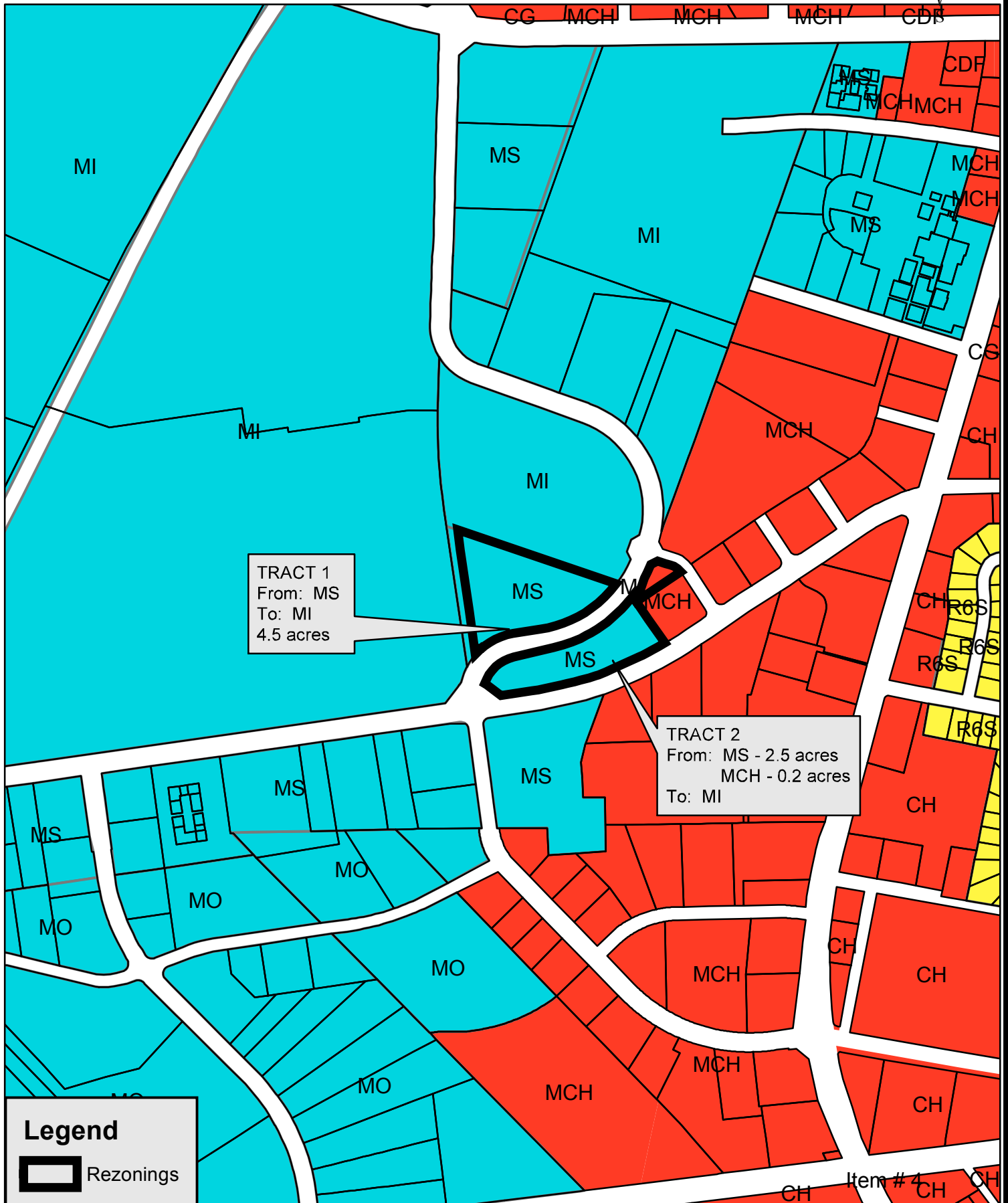
Staff researched key requirements of the current and proposed zoning, as those requirements would relate to traffic generating capabilities. The current zoning (MS) allows for a maximum building height of 80 feet. The proposed zoning (MI) allows for a maximum building height in excess of 80 feet. Staff anticipates a structure similar in height and size to the Heart Center. That building has a height that would be allowed in the current zoning (less than 80 feet). Since the proposed building would be similar in size to the Heart Center building, the traffic generating capabilities will be the same as that of the current zoning.

As such and in this case, the proposed rezoning (MI) would not generate any additional traffic, above and beyond the current zoning (MS).


If you have any questions, do not hesitate to contact me at Ext. 4066, or Stacey Pigford at Ext. 4678.

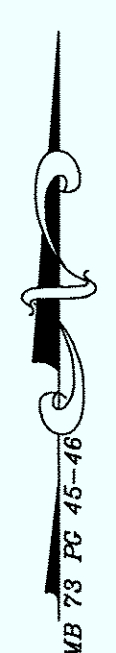
cc: Stacey Pigford, P.E., Assistant Traffic Engineer

Pitt County Memorial Hospital, Inc June 4, 2013



Legend

 Rezoning



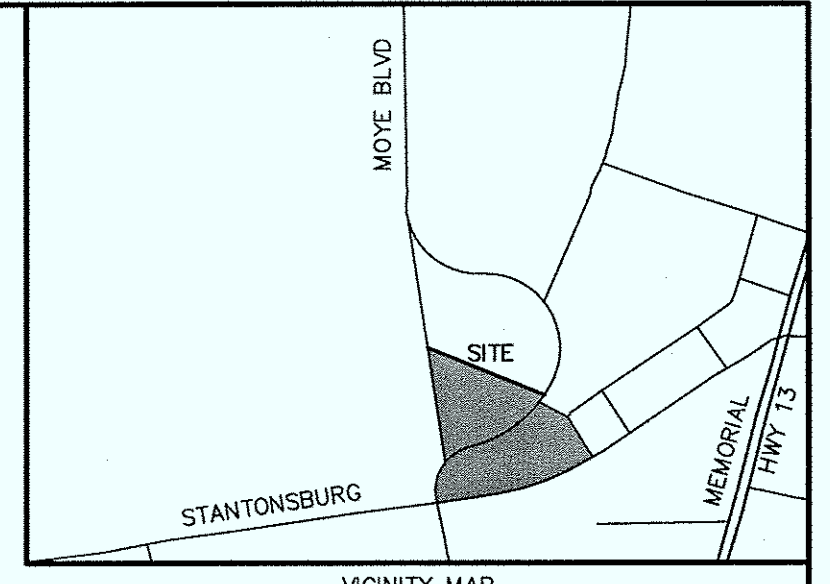
NO PROPOSED ZONING CHANGE IN THIS AREA

NO PROPOSED ZONING CHANGE IN THIS AREA

NOTE :
COMBINED SCALE FACTOR = 0.99989041
ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS IN FEET AND DECIMALS THEREOF UNLESS NOTED OTHERWISE.

PITT COUNTY MEMORIAL HOSPITAL, INCORPORATED
DB 259 PG 669
MB 26 PG 140
ZONED MCH

N.C.G.S.M. "GREENVILLE 1933"
N = 681,967.81 FT. (2011 GRID)
E = 2,478,333.33 FT. (2011 GRID)
ELEV. = 70.58' NAVD 1988



PITT COUNTY MEMORIAL HOSPITAL, INCORPORATED
DB 858 PG 375
MB 73 PG 45
ZONED MI

TRACT 1
EXISTING ZONING: MS
PROPOSED ZONING: MI
AREA TO BE REZONED: 4.5 AC. ±

TRACT 2
EXISTING ZONING: MS & MCH
PROPOSED ZONING: MI
AREA TO BE REZONED: 2.7 AC. ±

NOTES:

- 1) NO TITLE OPINION OR COMMITMENT WAS PROVIDED TO THE EAST GROUP BY THE OWNER OR ANY AGENT OF THE OWNER AT THE TIME OF THIS SURVEY.
- 2) THIS PROPERTY IS SUBJECT TO THE TAR/PAMLICO RIVER RIPARIAN BUFFER RULES.
- 3) THE SURVEYOR MADE NO ATTEMPT TO LOCATE OR DELINEATE ANY WETLANDS LOCATED ON THE SUBJECT PROPERTY.
- 4) THE SURVEYOR MAKES NO GUARANTEE THAT THERE ARE NO OTHER EASEMENTS THAT MAY BENEFIT OR BURDEN THE SUBJECT PROPERTY.
- 5) THIS PROPERTY IS LOCATED IN ZONE X AND IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS TAKEN FROM N.F.I.P. RATE MAP DATED 01/02/04 COMMUNITY PANEL 3720467700J.
- 6) EASEMENTS THAT AFFECT THE SUBJECT PROPERTIES ARE NOT SHOWN FOR CLARITY. ALL EASEMENTS OF RECORD THAT BURDEN OR BENEFIT THE SUBJECT PROPERTIES APPLY. REFERENCE IS HEREBY MADE TO EASEMENTS SHOWN IN MB 73 PG 45.
- 7) BEARINGS SHOWN ARE RELATIVE TO MB 73 PG 45.
- 8) SITE IMPROVEMENTS ARE NOT SHOWN FOR CLARITY.

LEGEND

- EIP = EXISTING IRON PIPE
- EPK = EXISTING PK NAIL
- RWM = RIGHT-OF-WAY MONUMENT
- = NO POINT SET
- = NOT TO SCALE

SOURCE OF TITLE

DB 2661 PG 5
MB 73 PG 45-46

- I, WILLIAM B. HILLIARD, PROFESSIONAL LAND SURVEYOR NO. L-4509, CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED THUS, OR :
- A. THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND;
 - B. THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND;
 - C. ANY OF THE FOLLOWING:
 1. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET;
 2. THAT THE SURVEY IS OF AN EXISTING BUILDING OR OTHER STRUCTURE, OR NATURAL FEATURE, SUCH AS A WATERCOURSE; OR
 3. THAT THE SURVEY IS A CONTROL SURVEY;
 - D. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;
 - E. THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS SUCH THAT I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.

William B. Hilliard 5/29/13
SURVEYOR DATE



LINE	LENGTH	BEARING
L1	30.37	N65°44'25"E
L2	54.77	S71°49'08"E
L3	137.52	S65°00'56"W
L4	10.15	S67°59'04"E
L5	100.59	N22°55'46"E
L9	61.06	S59°18'51"W

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD	TANGENT	DELTA
C1	159.53	155.00	S48°41'22"W	152.58	87.64	58°58'11"
C2	415.77	540.00	N56°07'02"E	405.58	218.80	44°06'53"
C3	44.46	75.00	N55°13'51"W	43.81	22.90	33°57'48"
C4	371.36	460.00	N59°19'34"E	361.36	196.47	46°15'20"
C5	228.92	245.00	S55°41'12"W	220.68	123.58	53°32'04"
C11	558.90	1392.38	N71°36'11"E	555.16	283.27	22°59'55"

J. TILMON KEEL
DB 3077 PG 222
MB 45 PG 55
ZONED MS

EAST CAROLINA INN INC d/b/a
EAST CAROLINA INN
DB 207 PG 349
MB 32 PG 75
ZONED MS

TAYLOR CAPITAL, LLC
DB 2962 PG 166
ZONED MCH

TAYLOR CAPITAL, LLC
DB 2962 PG 166
MB 11 PG 15
ZONED MCH

TAYLOR CAPITAL, LLC
DB 2962 PG 178
ZONED MCH

PLAINS COASTAL PROPERTIES, LLC
DB 884 PG 762
MB 6 PG 140
ZONED MCH

FIRST STATES INVESTORS 4100A, LLC
DB 1672 PG 754
ZONED MCH

REZONING PLAT

FOR
PITT COUNTY MEMORIAL HOSPITAL, INC.
GREENVILLE TOWNSHIP
PITT COUNTY
MAY 29, 2013
NORTH CAROLINA

OWNER : PITT COUNTY MEMORIAL HOSPITAL, INC.
ADDRESS : 2100 STANTONSBURG RD., GREENVILLE, N.C. 27835
PHONE : 252-847-8296

THE EAST GROUP
324 S. EVANS ST. SUITE 311
GREENVILLE, NC 27834
(252) 758-3746
CORPORATE LICENSE NO. 00206 (919) 784-9330
Engineering • Architecture • Surveying • Technology

SURVEYED : GDF PROJECT # : 20130019
DRAWN BY : WBH DATE : 05/29/13
CHECKED : WBH SCALE : 1" = 100'

SOURCE OF TITLE
THIS IS TO CERTIFY THAT THE LAST INSTRUMENT (S) IN THE CHAIN OF TITLE (S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:
DEED BOOK 2661 PAGE 5
DEED BOOK _____ PAGE _____
DEED BOOK _____ PAGE _____
MAP BOOK 73 PAGE 45-46
MAP BOOK _____ PAGE _____
William B. Hilliard
N.C. REG. NO. L-4509

OWNERS STATEMENT
THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF _____
SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ DAY OF _____ 20____
NOTARY PUBLIC
MY COMMISSION EXPIRES : _____

APPROVAL
THIS FINAL PLAT # _____, WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE _____ DAY OF _____ 20____
SIGNED : _____
CITY PLANNER

DEDICATION
THE UNDERSIGNED HEREBY ACKNOWLEDGE (S) THIS PLAT AND ALLOTMENT TO BE FREE ACT AND DEED, AND HEREBY DEDICATE (S) TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.
SIGNED : _____
ATTEST : _____

STATE OF NORTH CAROLINA PITT COUNTY
I, WILLIAM B. HILLIARD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; (DEED DESCRIPTION RECORDED IN BOOK _____ PAGE _____), THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____ PAGE _____; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-20 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 29th DAY OF MAY, 2013.
William B. Hilliard
L-4509
REVIEW OFFICER
DATE

LAW OFFICES
TAFT, TAFT & HAIGLER, P.A.
2217 STANTONSBURG ROAD
P.O. BOX 1766
GREENVILLE, NORTH CAROLINA
27835-1766

MAILING ADDRESSES:
GREENVILLE OFFICE
P.O. BOX 1766
GREENVILLE, N.C. 27835-1766
(252) 752-2000
FACSIMILE: (252) 830-1668

WILMINGTON OFFICE
P.O. BOX 4108
WILMINGTON, N.C. 28406-4108
(910) 762-2000
FACSIMILE: (910) 762-7766
RESPOND TO: GREENVILLE

June 20, 2013

Mayor Allen Thomas
All Members of the
Greenville City Council
PO Box 7207
Greenville, NC 27835

Re: Rezoning of Stantonsburg Road and Moye Boulevard
Medical District, Greenville

Dear Mayor and Council,

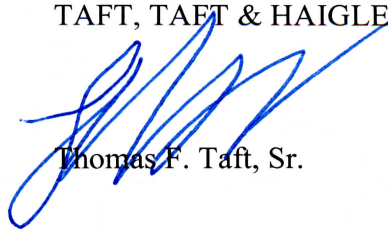
I am in receipt of the Notice of the Petition for Rezoning by Vidant Hospital. This Petition is regarding the 5 Acre tract in the Northeast quadrant of the intersection of Stantonsburg Road and Moye Boulevard.

Please know that not only do we support the rezoning, but we support it enthusiastically. It will have no negative impact on our property. In fact, it will have a positive effect.

Please read this letter into the record when this matter comes up for Rezoning.

Sincerely Yours,

TAFT, TAFT & HAIGLER, P.A.



Thomas F. Taft, Sr.

cc: Dr. David C. Herman
David Womack

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: 8/8/2013
Time: 7:00 PM

Title of Item: Resolution approving an economic development incentive for Genome ID Group, LLC

Explanation: **Abstract:** A unique DNA analysis firm, “Project Sequence”, is considering the establishment of a forensic DNA analysis laboratory in Greenville. In order to advance the project, the City of Greenville will need to provide funding in the amount of \$100,000 to help capitalize a fund that will be used to purchase laboratory and office equipment, then subsequently lease that equipment back to the company at favorable terms.

Explanation: The City of Greenville’s adopted Strategic Economic Plan envisions a “uni-med” marketplace where the public university, the public-private medical sphere, and private commerce intersect—a catalyst for innovation, entrepreneurialism, and creativity. A unique DNA analysis firm, “Project Sequence”, is considering the establishment of a forensic DNA analysis laboratory in Greenville. The proposed project represents an outstanding opportunity to deliver on the vision of the City’s Strategic Economic Plan as well as to locate a company within identified target sectors for both Pitt County and North Carolina’s Eastern Region.

Completion of this project is a joint effort between several partners to include the City of Greenville, Pitt County Development Commission, and North Carolina Biotechnology Center. To date, the Biotechnology Center has authorized \$50,000 for this project while the NC Rural Center has allocated \$60,000 in grant funds for the project. These grant funds, along with potential contributions from the City, County, and Golden Leaf Foundation, will help offset a capital investment in excess of \$4 million required to launch this company in Greenville. The Golden Leaf Foundation board is scheduled to consider a City-sponsored grant request in support of this project at their meeting on August 1, 2013.

This project represents an opportunity to create a catalyst for growth in

Greenville's life science marketplace. Additionally, Project Sequence is expected to create 20 jobs in the first year and increase total employment to 126 by the fifth year of the project. The average wage in Year 1 would be \$98,000 with Year 5 wages expected to be in the range of \$64,000 per job.

Fiscal Note:

Funding of \$100,000 from the City will be paired with potential funding from Pitt County and the Golden Leaf Foundation to allow purchase of laboratory and office equipment which will subsequently be leased to Project Sequence. Lease payments made by the company to the City would be captured in an economic development fund that would be available to catalyze future economic development projects through loan/lease arrangements similar to this one. It is expected that Pitt County's contribution to the project would be paid back as funds became available. It is recommended that funds be allocated for this project from Fund Balance. Funding in the amount of \$100,000 to support this project is available in the City's non-designated fund balance.

Recommendation: Approve funding for this project.

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 [Genome_ID_Council_Resolution_958772](#)

RESOLUTION NO. - 13
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE FOR
GENOME ID GROUP, LLC

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

WHEREAS, Genome ID Group, LLC is developing an economic development project that will provide as many as 126 high wage jobs for citizens of Greenville and Pitt County and which is expected to stimulate the local economy, promote business, and add to the local tax base;

WHEREAS, a public hearing was held to consider whether the City will participate in the economic development project by making an appropriation and expenditure of City funds for an economic development incentive; and

WHEREAS, the City Council does hereby find and determine that the proposed economic development project will tend to increase the business prospects of the City, create additional employment opportunities, and that it is in the public interest to provide assistance, as authorized by North Carolina General Statute 158-7.1, in order to encourage Genome ID Group, LLC to develop the economic development project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the appropriation and expenditure of up to \$100,000.00 for the purchase of laboratory and other office equipment that will subsequently be leased to Genome ID Group, LLC for a period of up to seven (7) years with the first year lease payments to be interest only and subsequent years interest and principal at a rate not to exceed 2.5%.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the Mayor and City Clerk be and are hereby authorized to execute an Economic Development Incentive Agreement for leasing of laboratory equipment for the Genome ID Group, LLC project.

This the 8th day of August, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 8/8/2013
Time: 7:00 PM

Title of Item: Naming of the Dream Park Sprayground as "Splashpoint"

Explanation: **Abstract:** Recreation and Parks staff recently proposed naming the new sprayground at the Dream Park as "Splashpoint," and the Recreation and Parks Commission has recommended that City Council approve this proposal.


Explanation: Since the recently opened sprayground at the Dream Park has a firefighter theme (to commemorate the historical use of the land on which it is located), Recreation and Parks staff proposed naming the sprayground "Splashpoint," a takeoff on the firefighting term "flashpoint." Following a related public hearing on the proposal at its meeting on July 10, 2013, where no public comments were received, the Recreation and Parks Commission unanimously recommended that City Council approve naming this facility "Splashpoint."

The City's park/facility naming policy requires a public hearing prior to the City Council making a decision regarding this naming proposal.

Fiscal Note: Approximately \$500 for signage can be covered within the Recreation and Parks Department operating budget.

Recommendation: Conduct a public hearing and approve the naming of the Dream Park sprayground as "Splashpoint."

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 [Excerpt from R. P. Commission Minutes 7 10 13 959729](#)

Excerpt from the DRAFT Recreation and Parks Commission Meeting Minutes (7/10/13)

VIII: NEW BUSINESS

B. Proposed Naming of Sprayground

A proposal was presented to name the Dream Park sprayground, “Splashpoint.”

Chairman White opened the public hearing. No one spoke in support or in opposition.

Chairman White closed the public hearing and opened for board discussion.

Motion made by Ms. Garfi, seconded by Mr. Williams, to recommend Council approval of naming the sprayground at Dream Park, “Splashpoint.” Motion passed unanimously.



City of Greenville, North Carolina

Meeting Date: 8/8/2013
Time: 7:00 PM

Title of Item: Resolution approving a lease agreement with the Magnolia Arts Center, Inc. for the Perkins Complex Building

Explanation: **Abstract:** The Magnolia Arts Center, Inc. desires to enter into a lease agreement with the City of Greenville for the City-owned building formerly known as the "Teen Center", located in the Perkins Complex at 1703 East 14th Street.

Explanation: The Recreation and Parks Department determined that the building formerly known as the "Teen Center" was no longer beneficial to its programs or operations. The programs once conducted in the building had previously been relocated to other, more inviting recreation centers, and the building itself was in need of significant repairs due to deteriorated infrastructure and deficiencies related to the Americans with Disabilities Act (ADA).

The Department's initial intent was to "moth-ball" the building and possibly demolish it in the future. However, a number of non-profit groups began to express an interest in leasing the building from the City. As a result, the Department initiated a Request for Proposal process and published notice of it on March 12, 2013, which allowed any registered non-profits to submit a "Statement of Interest" for the potential leasing of this structure.

Though numerous organizations initially inquired about a possible lease, only five submitted official proposals. These proposals were reviewed and considered by a committee made up of two staff members, a Recreation and Parks Commissioner, and a Council Member, who evaluated the submissions based on the charitable and beneficial nature of the organizations, the financial stability of each group, and the ability of each organization to make needed repairs to the building. Ultimately, the Magnolia Arts Center was determined to be the most appropriate organization for the lease, based on these criteria.

Negotiations with the Magnolia Arts Center resulted in a five-year lease proposal with an option to renew for a second five years. The Recreation and Parks Commission considered this lease at a Special Meeting on Wednesday,

July 17, 2013, and voted unanimously to recommend adoption by City Council.

Fiscal Note:

No direct cost is incurred by the City as a result of this lease. Revenue in the amount of \$1.00 annually will be received.

Recommendation:

Adopt the attached resolution approving the lease agreement with the Magnolia Arts Center, Inc. and authorizing the City Manager to execute the lease agreement.

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- [Accessibility Report](#)
 - [Resolution approving Lease Agreement with Magnolia Arts Center Inc 958908](#)
 - [Perkins Lease Final 958996](#)
-

RESOLUTION - 13
RESOLUTION APPROVING LEASE AGREEMENT WITH
THE MAGNOLIA ARTS CENTER, INC.

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of ten (10) years or less for any property owned by the City for such terms and upon such conditions as City Council may determine; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the Lease Agreement with the Magnolia Arts Center, Inc for the Perkins Complex Building located at 1703 East 14th Street, for a term of five years with the provision for an extension for an additional five years, and for an annual rental payment of one dollar and the requirement to make renovations to the building to make it compliant with American with Disabilities Act requirements.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the City Manager is hereby authorized to execute the Lease Agreement for and on behalf of the City of Greenville.

This the 8th day of August, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

**NORTH CAROLINA
COUNTY OF PITT**

**LEASE
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the ____ day of August, 2013, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as LESSOR, and the Magnolia Arts Center, Inc., a North Carolina non-profit corporation, Party of the Second Part and hereinafter referred to as LESSEE;

Subject to the terms and conditions of this Lease Agreement, LESSOR does hereby let and lease unto the LESSEE, and LESSEE does hereby lease from the LESSOR, the following described premises located in Greenville, North Carolina:

The property and improvements consisting of the building known as the Perkins Complex Building located at 1703 East 14th St, Greenville, North Carolina.

The terms and conditions of this Lease Agreement are as follows:

1. Term.

The term of this Lease Agreement is for five (5) years, commencing on the 1st day of September, 2013, and expiring on the 31st day of August, 2018. Provided that all conditions of this Lease Agreement have been properly complied with by the LESSEE, the LESSEE may at its option extend the term of this Lease Agreement for an additional term of five (5) years by giving to the LESSOR written notice of its intention so to do not later than the 2nd day of January, 2018, and in the event of such extension, all of the terms and conditions of this Lease Agreement shall continue in full force and effect except that, at anytime during the additional five (5) year term, either party may terminate the term of this Lease Agreement by the provision of written notice to the other party specifying the date of termination given at least one (1) year prior to the date of termination.

2. Rent.

The annual rent shall be ONE DOLLAR, and shall be paid by the first day of September of each year. Rent payments shall be delivered to the Director of Financial Services of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

3. Use of Leased Premises.

During the term of this Lease Agreement, LESSEE shall use the leased premises for meetings, productions, and sponsored functions of the LESSEE and for other meetings, productions, and functions of other non-profit arts and education organizations conducted under the supervision of the LESSEE which are compatible with the mission of the LESSEE as a tax-exempt, non-profit organization. LESSEE shall make no other use of the leased premises without the prior written consent of the LESSOR.

4. Additional Limits and Conditions.

In addition to the restrictions on the use of the leased premises set forth in paragraph 3, the LESSEE agrees to the following limits and conditions governing the use of the leased premises:

- a. Use of the leased premises must cease by 10:00 p.m. except that on days when performances occur, the use of the leased premises must cease by 11:59 p.m.
- b. There shall be no music or sound at the leased premises which violates the provisions of the Noise Control Ordinance contained in Chapter 5 of Title 12 of the Greenville City Code.

5. Parking:

As a part of this Lease Agreement, the LESSEE shall be permitted to use four (4) reserved parking spaces, designated by the LESSOR, within the parking lot located adjacent to the building, for the LESSEE's exclusive use year-round and to use, as available on a non-exclusive basis, other parking spaces located within the parking lot located adjacent to the building. The LESSEE understands that during the spring season (March-April-May-June) and fall season (September-October), the Greenville Little Leagues will typically have practices from 4:00 p.m. to sunset on Mondays through Thursdays; on Saturdays, games occur all day until sunset; and on Sundays makeup games may occur during the day. The LESSEE understands that this schedule of the Greenville Little League places a premium on parking spaces at the complex during those time frames and the LESSEE shall consider this when scheduling the LESSEE's functions.

6. Activities Report.

Within thirty (30) days of a request by the LESSOR, the LESSEE shall provide a written report to the LESSOR on the meetings, functions, and activities occurring on the leased premises during the term of this Lease Agreement.

7. Signage.

No signs shall be erected on the leased premises without the prior written approval of the LESSOR. Notwithstanding the foregoing, it is understood and agreed that LESSEE shall be permitted to install a sign, subject to the approval of the LESSOR, to identify the building as being occupied by the LESSEE.

8. Acceptance of Leased Premises.

The LESSEE agrees to accept the leased premises in its present physical condition.

9. Repairs and Maintenance.

The building is being leased in an "as is" condition. The LESSEE shall, at its expense, be responsible for all maintenance and repairs, both major and minor, of the leased premises. The responsibility of the LESSEE includes, but is not limited to, the following maintenance of the leased premises:

- (a) Routine, periodic maintenance for heating and air conditioning systems including, but not limited to, the replacement of filter pads.
- (b) Fire extinguisher servicing, pest control, and interior trash disposal.

The LESSEE shall, at its expense, be responsible for the maintenance and repairs to the leased premises so that the leased premises are kept in a habitable and usable condition. The LESSEE shall, at its sole expense, keep the leased premises in good condition, reasonable wear and tear excepted. The LESSEE shall give the LESSOR notice of any repairs made.

The LESSEE shall, at its expense, be responsible for keeping the leased premises in a good, clean, neat, attractive, pleasant, and sanitary condition at all times. The LESSEE shall be responsible for providing and paying for all charges for housekeeping, cleaning, and janitorial services at the leased premises.

10. Alterations and Improvements:

No alterations, additions, improvements, or renovations shall be made to the leased premises without the prior written consent of the LESSOR.

11. Required Renovation:

It is understood and agreed that LESSEE shall, no later than three (3) years after the beginning date of this Lease Agreement and in accordance with the plan approved by the LESSOR as hereinafter provided, complete the improvements necessary to make the leased premises and the route of travel from the parking lot to the building compliant with Americans with Disabilities Act requirements for a public accommodation and North Carolina State Building Code requirements for a public accommodation. A listing of the required improvements is shown on the attached Exhibit A which is herein incorporated by reference. The LESSEE understands that the estimated cost to complete the required improvements and accomplish compliance with Americans with Disabilities Act requirements is in the range of \$36,000 to \$48,000. The LESSEE shall submit, no later than six (6) months from the date of this Lease Agreement, a plan for achieving said compliance to the LESSOR for its review and approval. As a part of the plan, the LESSEE shall be required to provide an ADA accessible Port-a-jon as a temporary accommodation at any productions or functions sponsored or supervised by the LESSEE until the restrooms are brought into compliance. If the LESSOR does not approve the plan submitted by the LESSEE, the LESSOR shall specify the modifications to the plan necessary and the LESSEE shall modify the plan accordingly and submit it to the LESSOR for its review and approval.

12. Annual Inspection:

During the term of this Lease Agreement, and as a requirement of the lease, the LESSEE and LESSOR shall make an annual inspection of the leased premises to determine the state of maintenance and repair, and to discuss any mutual concerns regarding the upkeep and maintenance of the leased premises. The LESSOR's Parks Superintendent and the LESSOR's Risk Manager, or their designees, shall represent the LESSOR in the annual inspection. The President of the LESSEE, or his designee, shall represent the LESSEE in the annual inspection.

Other employees of the LESSOR or members of the LESSEE may participate in the inspection.

13. Utilities.

The LESSEE shall be responsible for providing and paying for all charges for electricity, lighting, heating, water, air conditioning, and sewer used by LESSEE in connection with the occupancy of the leased premises. The LESSEE shall be responsible, at its expense, for the telephone charges, network connection charges, and all charges for utilities used by LESSEE in connection with the occupancy of the leased premises.

14. Insurance.

The LESSEE will at all times during the term of this Lease Agreement, at its own cost and expense, insure and keep in effect insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina. The LESSEE shall provide the LESSOR with a certificate of insurance evidencing said coverage. Any insurance placed upon contents upon the leased premises by LESSEE shall be the sole responsibility of and shall be paid for by LESSEE.

15. Damage or Destruction by Fire or Other Casualty.

In the event that the building located on the leased premises is destroyed by fire or other casualty or act of God, then this Lease Agreement shall terminate as of the time of such destruction without action on the part of either the LESSOR or the LESSEE. In the event that the building located on the leased premises is so damaged by fire, other casualty, or act of God that more than fifty percent (50%) of the floor space of the building cannot reasonably be used by LESSEE in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in the LESSOR's opinion, be economically repaired, then either party shall have the option to terminate this Lease Agreement by the provision of written notice to the other party.

16. Assignment and Subletting.

LESSEE may not assign or transfer this Lease Agreement or sublet the leased premises or any part of the leased premises without the prior written consent of the LESSOR. Notwithstanding the foregoing, it is understood and agreed that the LESSEE may allow the use of the leased premises for meetings, productions, and functions of other non-profit arts and education organizations conducted under the supervision of the LESSEE which are compatible with the mission of the LESSEE as a tax exempt, non-profit organization.

17. Indemnity.

The LESSEE agrees to indemnify and save harmless the LESSOR and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, associated with the programs, functions, and activities conducted or approved by the LESSEE on or within the demised premises.

18. Surrender on Termination.

Upon the termination of this Lease Agreement for any reason, the LESSEE shall yield and deliver peaceably to the LESSOR possession of the leased premises and any alterations, additions, and improvements made by LESSEE thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.

19. Default.

If LESSEE shall neglect to pay any annual installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of thirty (30) days after receiving written notice from LESSOR calling attention to the non-payment or default, LESSOR may declare this Lease Agreement terminated and take possession of the leased premises without prejudice to any other legal remedy it may have on account of such default. If LESSOR neglects to do or perform any matter agreed to be done in this Lease Agreement and shall remain in default for a period of thirty (30) days after written notice from the LESSEE calling attention to such default, the LESSEE may declare this Lease Agreement terminated without prejudice to any other legal remedy it may have on account of such default.

20. Liens.

The LESSEE agrees that it will not permit the claim of any contractor, sub-contractor, mechanic, laborer or materialmen to become and remain a lien on the leased premises or upon the right, title or interest of the LESSEE created by this Lease Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the LESSEE and in any event the LESSEE will protect, indemnify and save harmless the LESSOR from and in respect of any and all such claims.

21. Access.

LESSEE will be able to secure and restrict access to the leased premises when not in use for its activities. Notwithstanding the foregoing, LESSOR and LESSOR's officers and employees shall have full access to enter the leased premises anytime to examine the condition thereof or make repairs, additions or alterations as may be necessary for the safety, preservation or improvement of the property which the LESSOR, in its sole discretion, determines to make or for any other purpose which the LESSOR deems appropriate as it relates to the physical facility and equipment.

22. Quiet Enjoyment.

LESSOR agrees that LESSEE, upon payment of rent and performing the agreements in this Lease Agreement, may peacefully and quietly have, hold and enjoy the said leased premises in accordance with all the terms of this Lease Agreement.

23. Notices.

Any written notice provided for herein shall be deemed to have been served sufficiently when presented personally in writing, or sent by first class mail, addressed as follows:

If to LESSOR:
City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

If to LESSEE:
President
Magnolia Arts Center, Inc.
P.O. Box 20471
Greenville, NC 27858

Addresses for the purpose of this section can be changed by written notice to the other party by certified mail with returned receipt requested.

24. Legal and Regulatory Duties.

The LESSEE shall observe all applicable local, state, and federal laws and regulations as they pertain to LESSEE's use and occupation of the leased premises. LESSEE shall indemnify and hold harmless the LESSOR from and against any liability arising from such laws or regulations caused by LESSEE's use or occupation of the leased premises.

25. Amendment.

This Lease Agreement shall not be altered, amended or modified except by an agreement in writing executed by the duly authorized officials of the LESSOR and LESSEE.

26. Entire Agreement.

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

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

CITY OF GREENVILLE

BY: _____
Barbara Lipscomb, City Manager

MAGNOLIA ARTS CENTER, INC.

BY: _____
Robin Ashley, President

NORTH CAROLINA
PITT COUNTY

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Barbara Lipscomb, City Manager for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2013.

Notary Public

My Commission Expires: _____

NORTH CAROLINA
PITT COUNTY

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Robin Ashley, President of the Magnolia Arts Center, Inc., personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2013.

Notary Public

My Commission Expires: _____

Exhibit A:

The LESSEE shall be required to bring the leased building and the route of travel from the parking lot to the building into compliance with the Americans with Disability Act (ADA) in a manner consistent with the incorporated consultant documents from the Universal Design Institute (attached). These documents address:

- “Entry”
- “Interiors – Hallway”
- “Drinking Fountains”
- “Restrooms; Men’s/Women’s”.

These building upgrades must also be in compliance with the North Carolina State Building Code requirements. The exact application of those standards will depend on the ultimate design of the building and how the interior building square footage is used.

The “worst case” scenario as to Water Closets and Lavatories will require:

- Male: 2 Water Closets; 2 Lavatories (sinks).
- Female: 4 Water Closets; 2 Lavatories

The “best case” scenario as to Water Closets and Lavatories will require:

- Male: 1 Water Closet; 1 Lavatory.
- Female: 2 Water Closets; 1 Lavatory.

In all cases, a minimum of one Water Closet will have to be ADA accessible.

Universal Design Institute recommendations for accessibility are attached.

Teen Center: Parking – Entry

Elements	Findings	Status	Actions	Cost
ROT Does Not Include Stairs	Yes	Ok	None	
Slip-Resistant, Stable Firm	Sandy, dirt, mulch in ROT, (0224.jpg)	Not compliant-not stable	See below	
36" Wide	Yes	Ok	None	
60" Passing Zone If ROT Is Greater Than 200' (1.16)	Yes	Ok	None	
Opng. < 1/2" In Dominant Direction Of Travel	No (0290.jpg)	Aged macadam makes uneven surface	Resurface 23'x25' with striping	\$1,481
Accessible Spaces Closest To Entrance	Yes	Ok	None	
# Parking Spaces Total	63			
# Clusters Of Accessible Spaces	1 (0292.jpg)	Ok	None	
# Parking Spaces Per Cluster	2 (0292.jpg)	Not compliant; 3 req'd	Restripe @2 with pedestrian route of travel	see above
# Van Acc. Per Cluster	1 (0295.jpg)	Ok	None	
Accessible Sign Per Space	Yes, 1 compound sign per space (0295.jpg)	Ok	None	
# Signs	2 (0295.jpg)	Ok	None	
Bottom Of Sign At ____" Above Grade	83"	Ok	None	

Aisle Marked (Stripes)	No aisle: curb ramp extends into street, into striped access aisle (0296.jpg)	Not compliant;	Demolish part of sidewalk, install new curb ramp	see below
Width Of Parking Spaces	12'-4", 12'4"	Ok	None	
Width Of Aisle	No aisle (0224.jpg)	Not compliant	See above	
	No aisle	Not compliant	See above	
Running Slope (RS)	(space 1) R: 0.8, (space 2) R: 1.1	Ok	None	
Cross Slope (CS)	(space 1) Cr: 1.7, (space 2) Cr: 0.6	Ok	None	
# Van Accessible Signs	1	Ok	None	
Width Of Parking Spaces	12'-4"	Ok	None	
Width Of Aisle	No real aisle (0292.jpg)	Not compliant	See above	
(Van) If Parking Garage, Clg. Ht 98" AFF	N/A	Ok	None	
(Van) Sign Says "Van"	Ok	Ok	None	
Running Slope (R)	See slope above	See above	See above	
Cross Slope (Cr)	See slope above	See above	See above	
If ROT Crosses Curb, Curb Ramp	Yes	Not compliant; extends into street - as such, unsafe	Eliminate current curb ramp. Create inset ramp along existing ROT to entry door. 5' wide x 8' long.	\$2,232
Ramp	No	OK	None	
Not Accessible Entry? Signs? Sign Pointing To Accessible Entry?	N/A	OK	None	

Running Slope (R)	R: 0.2, 0.8, 1.4, 1.8, very steep right outside of doorway	Not compliant -	Resurface area directly adjacent to landing in front of doorway. Feather into exist to correct elevation; area of 25 sf	\$550
Cross Slope (Cr)	Cr: 3.2, 4.4, 1.2, 1.8 very steep right outside of doorway	Not compliant -	See above.	
ROT Toward Entry				
Clr. Opng. Width	33"	OK	None	
Pull Side Front Approach Distance To Nearest Wall	Double doors	OK	None	
Depth	Ok	Ok	None	
Height	Ok	Ok	None	
Door Handle: Operable W/ One Hand: No Pinching, Grasping, Twisting Of Wrist	OK	OK	None	
Ht. Of Handle	38" - ok	OK	None	
Time To Close Door 90-12 Deg, If Closer	1.5 sec	Not compliant – 5 sec. Or more	Adjust closer to 5 sec or more	Maintenance
			Replace closer	\$536

Teen Center: Interiors – Hallway

Elements	Findings	Status	Actions	Costs
1. Signs - Text	No wall signs	Not compliant – signs at rooms req'd	Install ADA-compliant all-mtd.; Sign on latch side of door @5 total	\$ 780
2. Foyer to first big room, Room #1				
a. Threshold	OK	Ok	None	
b. Opening	29"	Not compliant 32" clear opening req'd	Remove and install new doors/un even leafs if necessary.	\$1,609
c. Weight	14#	Not compliant. Should be 5# or less	Adjust to less than 5#/ replace	Maintenance / \$ 536
d. Closing speed	5 sec.	Ok	None	
e. Hardware height /type (Door hardware operable w/ 1 hand w/o pinching, twisting, 34-48" a.f.f.)	42" o.c.	Ok	None	
f. Clearance	Ok	Ok	None	
3. Computer Room				
a. Threshold	OK	Ok	None	
b. Opening	34"	Ok	None	
c. Weight	No closer - N/A	Ok	None	
d. Closing speed	N/A	Ok	None	
e. Hardware height /type (Door hardware operable w/ 1 hand w/o pinching, twisting, 34-48" a.f.f.)	Grabbing and Twisting handle 36" o.c.	Not compliant	Remove door knob, replace w/ lever or loop door knob	\$150

Elements	Findings	Status	Actions	Costs
f. Clearance	Ok	Ok	None	
4. Interior Space				
a. Clear 36 inch path to each item	Yes	Ok	None	
b. Clear floor space	60" dia.	Ok	None	
c. Alarm	Yes	Ok	None	
d. Alarm pull	NA		None	
e. Outlet height	> 18"	Ok	None	
f. Light switch	50" a.f.f.	Not compliant; 48" a.f.f. Max	Remove light switch and relocate when replacing switches	\$294
5. Other space/element				
a. Telephone	59" a.f.f., protrudes < 4"	Not compliant 48" a.f.f. Max	Remove and relocate to 48" a.f.f. Max	\$294
b. Counter	(bar) 48.5" a.f.f.	Not compliant: 38" a.f.f. Max;	Provide alternate serving counter: Hinged counter section– 2' deep x 3' wide	\$196
			When rebuilding counter, provide lowered counter section at 38" H x 36" wide	\$1,120
			Train staff, develop policies for serving short people or those who use wheelchairs	Policy

Teen Center: Drinking Fountains

Elements	Findings	Status	Actions	Costs
Area Around Fountain Stable, Firm, Slip Resistant	Single	OK	None	
Floor Space 30 X 48 Clear, Forward Approach, Centered On The Unit	No: In triangular alcove, blocking door to office	Not compliant; dscn0311.jpg	Remove and add new dual height unit, locate new ADA compliant water fountain in different location with 30 x 48" clear space in alcove.	\$ 5134
Protruding/Cane Detection, In Alcove; Only 4" Max. Protruding Allowed			See above	
Controls On Front Or Side Or On Spout			See above	
Spout Outlet Height 36" Max AFF			See above	
Spout Outlet Location From Wall/Vertical Support. Needs To Be 15" Min From Wall/Vertical Support			See above	
Spout Outlet Location From Front Of Unit. Spout Location/ 5" Max Front Edge Including Bumpers			See above	
Water Flow & Angle 4" H Min & 5" Max Front Edge			See above	
Toe Clearance Height At Back/Bottom Of Unit, 9" AFF Min			See above	
Toe Clearance Depth Bottom Of Valence, 6" Max			See above	

Elements	Findings	Status	Actions	Costs
Toe Clearance Depth At Floor 17"-25			See above	
Vertical Knee Clearance (27" Min)	< 27" aff	Not compliant; no knee space	Remove and replace	See above
Horizontal Knee Clearance (8" Min.)			See above	
Force			See above	
Area Around Fountain Stable, Firm, Slip Resistant	Single	OK	None	

Teen Center: Restrooms – Men’s

Elements	Findings	Status	Actions	Costs
1. Three fixtures: 2 urinals, 1 toilet	One ambulatory accessible stall, two urinals	Requires accessible restroom.	Needs new men’s restroom with all new fixtures, possibly using space from adjacent office. Number of fixtures will depend on plumbing code requirements for planning building occupancy. Plan for 12 x 12 restroom with one stall and two urinals.	Up to \$14,044. Less if fixture count is reduced and existing restroom footprints are maintained, \$10,000. Still interiors should be completely redone.
2. Sign - Text	No sign on wall	Not ok	Need sign on wall	\$ 156
a. Height/location	Na	Na	Na	
3. Entry Door				
a. Threshold	Ok	Ok	None	
b. Opening	33” co	Ok	None	
c. Weight	14 lbs	Too heavy	Adjust closer to less than 5 lbs, replace closer	Maintenance \$536 Maintenance \$536
d. Closing speed	2 sec	Too fast	Adjust closer to 5 sec or more, replace closer	
e. Hardware height /type	42.5”	OK	None	\$ 1609
f. Clearance-	Push side: 4.5”, pull side: 4.5”	OK	Move wall or door	See above
g. Clearance	48” inside depth	Needs 60” depth	Alter door/lavatory placement	

Elements	Findings	Status	Actions	Costs
4. Interior Space	Door to lav. Less than 60"			
a. Toilet				
i. Centering	16"	OK	Can possibly reuse location for new restroom	
1. Urinals				
a. height	No accessible urinal			
1. Lavatory clear floor space	30x 48 space			
1. Mirror over lavatory	High			

Teen Center: Restrooms – Women’s

Elements	Findings	Status	Actions	Costs
1. Two Fixtures	1 ambulatory accessible stall	Needs fully accessible restroom.	Needs new men’s restroom with all new fixtures, possibly using space from adjacent office. Number of fixtures will depend on plumbing code requirements for planning building occupancy. Plan for 12 x 12 restroom with three stalls.	Up to \$14,044. Less if fixture count is reduced and existing restroom footprints are maintained. , \$10,000. Still interiors should be completely redone.
1. Sign - Text	No sign on wall	Not ok	Need sign on wall	\$ 156
a. Height/Location	NA	NA	NA	
1. Door				
a. Threshold	OK	OK	None	
b. Opening	33” CO	OK	None	
c. Weight	14 lbs	Too heavy	Adjust closer to less than 5 Lbs, replace closer	Maintenance \$536
d. Closing Speed	2 sec	Too fast	Adjust closer to 5 sec or more, replace closer	Maintenance \$536
e. Hardware Height /Type	42.5”	OK	None	
f. Latch side Clearance	Push side: 4.5”, pull side: 4.5”	OK	Move wall or door	
g. Inside Clearance	48” inside depth	Needs 60” depth	Rework door/lavatory spacing	\$ 1609
h. Doors In Series	Needs 48” between	39”	Rework entry door spacing	See above
1. Interior Space	Door to lav. Less than 60”			



City of Greenville, North Carolina

Meeting Date: 8/8/2013
Time: 7:00 PM

Title of Item: Amendment to the Neighborhood Advisory Board ordinance

Explanation: **Abstract:** City Council is considering an amendment which will require that the Neighborhood Associations which participate in the Neighborhood Advisory Board be inclusive and which will allow a neighborhood to have more than one Neighborhood Association which participates in the Neighborhood Advisory Board. The inclusiveness in membership requirement focused upon property owners and renters. After reviewing optional amendments and a request by the Neighborhood Advisory Board to allow it time to develop a plan for inclusivity, City Council requested the Neighborhood Advisory Board to develop inclusivity standards and report back to City Council.

Explanation: At its April 8, 2013, meeting, City Council directed that an amendment for Council consideration be prepared which would (1) add an additional requirement for a Neighborhood Association to participate as Liaison Members and Board Members of the Neighborhood Advisory Board that the Neighborhood Advisory Board is required to be inclusive and (2) delete the limitation that there be only one Neighborhood Association per neighborhood. Council also directed that this amendment is to be reviewed by the Neighborhood Advisory Board.

At its May 6, 2013, meeting, City Council was provided the following:

- 1) Current definition of Neighborhood Association within Section 2-3-81 of the City Code.
- 2) Draft amendment labeled as Option One which provides that residents (including residents who are property owners and residents who are renters) are to be allowed to be full and equal members of the Neighborhood Association commencing immediately when the resident starts to reside in the neighborhood. The added language is shown in bold, underlined and the stricken language is shown by strike-through.

3) Draft amendment labeled as Option Two which provides that property owners and residents (including residents who are renters) are to be allowed to be full and equal members of the Neighborhood Association commencing immediately when the property owner assumes ownership and when the resident starts to reside in the neighborhood. The added language is shown in bold, underlined and the stricken language is shown by strike-through. The language which is different in Option 2 from Option 1 is shown in bold, underlined and italicized.

* * * *

CURRENT DEFINITION WITHIN SECTION 2-3-81

Neighborhood association. An organized group of residents within a specific neighborhood within the corporate limits of the city and that operates under a formal association bylaws, holds at least two board or membership meetings a year, has elected officers, maintains records of meetings, maintains an association membership roster, and has placed on file with the Neighborhood Liaison/Ombudsman a current set of bylaws and amendments and a list of current officers. There shall be only one neighborhood association for each neighborhood.

OPTION ONE - Inclusiveness of Residents (Including Property Owners and Renters)

Neighborhood association. An organized group of residents within a specific neighborhood within the corporate limits of the city and that **is inclusive in its membership**, operates under a formal association bylaws, holds at least two board or membership meetings a year, has elected officers, maintains records of meetings, maintains an association membership roster, and has placed on file with the Neighborhood Liaison/Ombudsman a current set of bylaws and amendments and a list of current officers. **A Neighborhood Association is inclusive in its membership when it (1) allows all residents living in the neighborhood, including residents who are property owners and residents who are renters, to participate in the Neighborhood Association as full and equal members commencing immediately when the resident starts to reside in the neighborhood and (2) does not have any different standards for property owners and renters in eligibility requirements, voting rights, dues levels, or any other matter relating to membership. Notwithstanding the foregoing, a Neighborhood Association may, without adversely impacting its status of being inclusive in its membership, (1) limit membership to persons who are eighteen (18) years or older, (2) limit the right of members to vote to one (1) person or another number of persons for each dwelling unit, and/or (3) require the payment of dues, fees, and other charges by all members provided that the required total payment for a member shall be no more than \$50 annually.** ~~There shall be only one neighborhood association for each neighborhood.~~

OPTION TWO - Inclusiveness of Residents (Including Renters) and Property Owners

Neighborhood association. An organized group of residents ***and property owners*** within a specific neighborhood within the corporate limits of the city and that is inclusive in its membership, operates under a formal association bylaws, holds at least two board or membership meetings a year, has elected officers, maintains records of meetings, maintains an association membership roster, and has placed on file with the Neighborhood Liaison/Ombudsman a current set of bylaws and amendments and a list of current officers. **A Neighborhood Association is inclusive in its membership when it (1)allows all property owners owning property in the neighborhood and all residents living in the neighborhood, including residents who are renters, to participate in the Neighborhood Association as full and equal members commencing immediately when the property owner assumes ownership and the resident starts to reside in the neighborhood and (2) does not have any different standards for property owners and renters in eligibility requirements, voting rights, dues levels, or any other matter relating to membership. Notwithstanding the foregoing, a Neighborhood Association may, without adversely impacting its status of being inclusive in its membership, (1) limit membership to persons who are eighteen (18) years or older, (2) limit the right of members to vote to one (1) person or another number of persons for each dwelling unit with a resident having priority when determining who may vote, and/or (3) require the payment of dues, fees, and other charges by all members provided that the required total payment for a member shall be no more than \$50 annually. ~~There shall be only one neighborhood association for each neighborhood.~~**

City Council was also advised at this meeting that the Neighborhood Advisory Board at its April 30, 2013, meeting reviewed the draft amendments. At the conclusion of this meeting, the Neighborhood Advisory Board approved a motion to request that City Council allow the Neighborhood Advisory Board three months to develop a plan for inclusivity.

At its May 6, 2012, meeting, City Council reviewed the above options and considered the request of the Neighborhood Advisory Board. Council approved a motion which requested that the Neighborhood Advisory Board develop recommendations on inclusivity standards and report back to Council on August 8, 2013.

At its July 18, 2013, meeting, the Neighborhood Advisory Board unanimously approved the following statement and the following Option 3:

STATEMENT

We, the Neighborhood Advisory Board (“the board” or “NAB”), believe the best community is one where all residents’ ideas, beliefs and lifestyles are valued, regardless of socio-economic status, race, gender, ethnicity or creed, whether property owner or renter. We believe our board has consistently reflected these

ideals, capturing the diverse nature of this city we all love and want to see grow in positive and beneficial ways. With this belief, we do not want any changes that exclude any homeowners or neighborhoods from the Neighborhood Advisory Board. On the current board, homeowners' associations constitute about 25 percent of the membership--a significant but certainly not dominant voice.

Because of the unique makeup of our city, we believe increasing our board membership by two--one regular member and one alternate--will allow us to reach out to city residents even more effectively. We propose these new seats be dedicated to residents living in rental properties in the city and will be voted in by neighborhood liaisons from across the city. Furthermore, realizing a strong neighborhood is often comprised of more than the residents themselves, we will encourage neighborhood associations to create board positions within their own organizations for applicable subgroups such as churches, small businesses, retirement homes, non-profits or other entities that share an interest in working with residents for a strong and vibrant neighborhood.

In building an inclusive community, the board also believes that it is important to have only one association in each geographic area, to do otherwise would be divisive. The new community policing program that was initiated by Chief Aden is designed so that each neighborhood has an officer who works with that neighborhood and attends all neighborhood meetings. This program will enhance the quality of life in neighborhoods as the police and residents build strong working relationships.

The board has been actively reaching renters. Indeed, we have an actively participating liaison to the board from communities with large rental populations. We are pleased we were able to cement some of those relationships at our annual neighborhood symposium (if you weren't there, you missed a great testament to our diversity and efforts toward creating a truly inclusive vehicle for empowering all residents to take leadership positions in their neighborhoods and city wide). We will continue to foster these relationships and build new ones, including rental communities--as we include all communities--at our table to share ideas and concerns.

We believe neighborhoods throughout the city benefit from the exchange of ideas that takes place on the NAB, we promote and support that exchange and we hope only to see it grow.

For all of the above reasons, we recommend option three.

(NOTE: signature page included as an attachment)

OPTION THREE-- Inclusiveness by adding a Board Member position (regular and alternate) on the Neighborhood Advisory Board required to be a renter who rents his residence within the corporate limits of the city and by including a recommendation that neighborhood associations have positions on their association board for subgroups within the neighborhood.

- Rewrite the definition of neighborhood association in section 2-3-81 as follows:

Neighborhood association. An organized group of residents **and/or property owners** within a specific neighborhood within the corporate limits of the city and that operates under a formal association bylaws, holds at least two board or membership meetings a year, has elected officers, maintains records of meetings, maintains an association membership roster, and has placed on file with the Neighborhood Liaison/Ombudsman a current set of bylaws and amendments and a list of current officers. There shall be only one neighborhood association for each neighborhood. **For the purpose of this article, a neighborhood association may be a neighborhood association, a homeowners association, or a combination of these. In order to increase inclusivity, it is recommended, although not required, that a neighborhood association have board positions which reflect subgroups within the neighborhood such as churches, non-profits, businesses, renters, retirement homes, tenant associations, and other subgroups.**

- Rewrite provisions relating to the composition of the Neighborhood Advisory Board in section 2-3-83 as follows:

SEC. 2-3-83 COMPOSITION.

(A) The Neighborhood Advisory Board shall consist of ~~ten~~**eleven** regular Board Members, with two regular Board Members being elected from each of the five districts from which Council Members are elected **and one regular Board Member being a renter of his residence located within the corporate limits of the city and being elected at large,** and ~~five~~**six** alternate Board Members, with one alternate Board Member being elected from each of the five districts from which Council Members are elected **and one alternate Board Member being a renter of his residence located within the corporate limits of the city and being elected at large.**

(B) Regular Board Members of the Neighborhood Advisory Board shall serve staggered terms with each term being two years. The Neighborhood Advisory Board shall designate which initial regular Board Member from each of the five districts from which Council Members are elected shall have an initial term of one year and which initial regular Board Member from each of the five districts from which Council Members are elected shall have an initial term of two years to the end that thereafter the terms of the regular Board Members from the same district shall not expire at the same time. Alternate Board Members of the Neighborhood Advisory Board shall serve terms of two years. **The terms of the at large regular Board Member and the at large alternate Board Member shall expire in even numbered years.**

(C) Each neighborhood association shall appoint a Liaison Member to the Neighborhood Advisory Board and an alternate Liaison Member to the Neighborhood Advisory Board. The Liaison Member and the alternate Liaison Member shall serve at the pleasure of the neighborhood association. The

alternate Liaison Member, while attending a meeting of the Liaison Members or of the Neighborhood Advisory Board in the absence of the Liaison Member from the same neighborhood association, may serve as the Liaison Member and shall have and may exercise the powers of the Liaison Member.

(D) The Liaison Members of the Neighborhood Advisory Board shall elect, at a meeting of the Liaison Members established by the Neighborhood Advisory Board for that purpose, the regular Board Members and alternate Board Members of the Neighborhood Advisory Board. Elections shall be conducted annually. With the regular Board Members having staggered terms, one regular Board Member from each of the five districts from which Council Members are elected will be elected annually. One alternate Board Member from each of the five districts from which Council Members are elected will be elected biannually. The Liaison Members of the Neighborhood Advisory Board who represent neighborhood associations of neighborhoods located primarily within a district from which a Council Member is elected shall only be eligible to vote for Board Members for the district. The Board Members of the Neighborhood Advisory Board elected from a district from which a Council Member is elected must be a Liaison Member for a neighborhood association of a neighborhood located primarily within the district. For the purpose of determining eligibility to vote and to serve as a Board Member, a neighborhood is located primarily within the district if the majority of the residences in the neighborhood served by the neighborhood association are located within said district. **The at large regular Board Member and the at large alternate Board Member are positions which require that the person be a renter of his residence located within the corporate limits of the city. The election of the at large regular Board Member and at large alternate Board Member shall occur biannually in even number years. All Liaison Members of the Neighborhood Advisory Board will be eligible to vote for the at large regular Board Member and the at large alternate Board Member.**

(E) Each alternate Board Member of the Neighborhood Advisory Board, while attending any meeting of the Neighborhood Advisory Board and serving in the absence of a regular Board Member, shall have and may exercise all powers and duties of a regular Board Member of the Neighborhood Advisory Board. An alternate Board Member of the Neighborhood Advisory Board **elected for a district** may serve only for a regular Board Member of the Neighborhood Advisory Board elected from the same district. **The at large alternate Board Member may serve only for the at large regular Board Member.**

(F) The Neighborhood Liaison/Ombudsman shall serve as an ex-officio, nonvoting member of the Neighborhood Advisory Board.

(G) The Liaison Members of the Neighborhood Advisory Board shall consist of the Liaison Members appointed by each neighborhood association. In addition to electing the Board Members of the Neighborhood Advisory Board in accordance with the provisions of subsection (D) above, the Liaison Members shall offer feedback to the Board Members of the Neighborhood Advisory Board at least twice each year at a meeting of the Neighborhood Advisory Board.

- Rewrite the quorum requirements for election of Board Members of the Neighborhood Advisory Board in section 2-3-85 as follows:

SEC. 2-3-85 QUORUM.

(A) In order for the Liaison Members of the Neighborhood Advisory Board to elect Board Members of the Neighborhood Advisory Board for a district, at least ~~60%~~ **a majority** of the Liaison Members of the neighborhood associations from that district shall be present at a meeting of the Liaison Members of the Neighborhood Advisory Board. **In order for the Liaison Members of the Neighborhood Advisory Board to elect Board Members of the Neighborhood Advisory Board for the at large position at least a majority of the Liaison Members of the neighborhood associations within the corporate limits of the city shall be present at a meeting of the Liaison Members of the Neighborhood Advisory Board.**

(B) In order for the Neighborhood Advisory Board to take action, a majority of the Board Members of the Neighborhood Advisory Board shall be present.

Fiscal Note:

There is no fiscal impact as a result of the ordinance change.

Recommendation:

If City Council determines to amend the Neighborhood Advisory Board ordinance, it may do so by approving one of the attached ordinances.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [NAB Statement and Signatures](#)
- [Opt. 1 Draft Ordinance Amendment to Neighborhood Advisory Board 952855](#)
- [Opt. 2 Draft Ordinance Amendment to Neighborhood Advisory Board 952856](#)
- [Option Three Draft ordinance Amendment to Neighborhood Advisory Board 959260](#)

OPTION ONE - Inclusiveness of Residents (Including Property Owners and Renters)

ORDINANCE NO. 13 -
ORDINANCE AMENDING THE DEFINITION OF A NEIGHBORHOOD ASSOCIATION
CONTAINED IN SECTION 2-3-81 OF THE GREENVILLE CITY CODE

The City Council of the City of Greenville, North Carolina, does hereby ordain:

Section 1. That Section 2-3-81 of the Code of Ordinances, City of Greenville, be and is hereby amended by rewriting the definition of Neighborhood Association contained in said section so that it shall read as follows:

Neighborhood association. An organized group of residents within a specific neighborhood within the corporate limits of the city and that is inclusive in its membership, operates under a formal association bylaws, holds at least two board or membership meetings a year, has elected officers, maintains records of meetings, maintains an association membership roster, and has placed on file with the Neighborhood Liaison/Ombudsman a current set of bylaws and amendments and a list of current officers. A Neighborhood Association is inclusive in its membership when it (1) allows all residents living in the neighborhood, including residents who are property owners and residents who are renters, to participate in the Neighborhood Association as full and equal members commencing immediately when the resident starts to reside in the neighborhood and (2) does not have any different standards for property owners and renters in eligibility requirements, voting rights, dues levels, or any other matter relating to membership. Notwithstanding the foregoing, a Neighborhood Association may, without adversely impacting its status of being inclusive in its membership, (1) limit membership to persons who are eighteen (18) years or older, (2) limit the right of members to vote to one (1) person or another number of persons for each dwelling unit, and/or (3) require the payment of dues, fees, and other charges by all members provided that the required total payment for a member shall be no more than \$50 annually.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. 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 4. This ordinance shall become effective on November 1, 2013.

This the 8th day of August, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

OPTION TWO - Inclusiveness of Residents (Including Renters) and Property Owners

ORDINANCE NO. 13 -
ORDINANCE AMENDING THE DEFINITION OF A NEIGHBORHOOD ASSOCIATION
CONTAINED IN SECTION 2-3-81 OF THE GREENVILLE CITY CODE

The City Council of the City of Greenville, North Carolina, does hereby ordain:

Section 1. That Section 2-3-81 of the Code of Ordinances, City of Greenville, be and is hereby amended by rewriting the definition of Neighborhood Association contained in said section so that it shall read as follows:

Neighborhood association. An organized group of residents and property owners within a specific neighborhood within the corporate limits of the city and that is inclusive in its membership, operates under a formal association bylaws, holds at least two board or membership meetings a year, has elected officers, maintains records of meetings, maintains an association membership roster, and has placed on file with the Neighborhood Liaison/Ombudsman a current set of bylaws and amendments and a list of current officers. A Neighborhood Association is inclusive in its membership when it (1) allows all property owners owning property in the neighborhood and all residents living in the neighborhood, including residents who are renters, to participate in the Neighborhood Association as full and equal members commencing immediately when the property owner assumes ownership and the resident starts to reside in the neighborhood and (2) does not have any different standards for property owners and renters in eligibility requirements, voting rights, dues levels, or any other matter relating to membership. Notwithstanding the foregoing, a Neighborhood Association may, without adversely impacting its status of being inclusive in its membership, (1) limit membership to persons who are eighteen (18) years or older, (2) limit the right of members to vote to one (1) person or another number of persons for each dwelling unit with a resident having priority when determining who may vote, and/or (3) require the payment of dues, fees, and other charges by all members provided that the required total payment for a member shall be no more than \$50 annually.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. 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 4. This ordinance shall become effective on November 1, 2013.

This the 8th day of August, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

OPTION THREE – Inclusiveness by adding a Board Member position (regular and alternate) on the Neighborhood Advisory Board required to be a renter who rents his residence within the corporate limits of the city and by including a recommendation that neighborhood associations have positions on their association board for subgroups within the neighborhood.

ORDINANCE NO. 13 -
ORDINANCE AMENDING PROVISIONS OF THE GREENVILLE CITY CODE RELATING
TO THE NEIGHBORHOOD ADVISORY BOARD

The City Council of the City of Greenville, North Carolina, does hereby ordain:

Section 1. That Section 2-3-81 of the Code of Ordinances, City of Greenville, be and is hereby amended by rewriting the definition of Neighborhood Association contained in said section so that it shall read as follows:

Neighborhood association. An organized group of residents and/or property owners within a specific neighborhood within the corporate limits of the city and that operates under a formal association bylaws, holds at least two board or membership meetings a year, has elected officers, maintains records of meetings, maintains an association membership roster, and has placed on file with the Neighborhood Liaison/Ombudsman a current set of bylaws and amendments and a list of current officers. There shall be only one neighborhood association for each neighborhood. For the purpose of this article, a neighborhood association may be a neighborhood association, a homeowners association, or a combination of these. In order to increase inclusivity, it is recommended, although not required, that a neighborhood association have board positions which reflect subgroups within the neighborhood such as churches, non-profits, businesses, renters, retirement homes, tenant associations, and other subgroups.

Section 2. That Section 2-3-83 of the Code of Ordinances, City of Greenville, be and is hereby amended by rewriting said section so that it shall read as follows:

SEC. 2-3-83 COMPOSITION.

(A) The Neighborhood Advisory Board shall consist of eleven regular Board Members, with two regular Board Members being elected from each of the five districts from which Council Members are elected and one regular Board Member being a renter of his residence located within the corporate limits of the city and being elected at large, and ~~five~~ six alternate Board Members, with one alternate Board Member being elected from each of the five districts from which Council Members are elected and one alternate Board Member being a renter of his residence located within the corporate limits of the city and being elected at large.

(B) Regular Board Members of the Neighborhood Advisory Board shall serve staggered terms with each term being two years. The Neighborhood Advisory Board shall designate which initial regular Board Member from each of the five districts from which Council Members are elected shall have an initial term of one year and which initial regular Board Member from each of the five districts from which Council Members are elected shall have an initial term of two years to the end that thereafter the terms of the regular Board Members from the same district

shall not expire at the same time. Alternate Board Members of the Neighborhood Advisory Board shall serve terms of two years. The terms of the at large regular Board Member and the at large alternate Board Member shall expire in even numbered years.

(C) Each neighborhood association shall appoint a Liaison Member to the Neighborhood Advisory Board and an alternate Liaison Member to the Neighborhood Advisory Board. The Liaison Member and the alternate Liaison Member shall serve at the pleasure of the neighborhood association. The alternate Liaison Member, while attending a meeting of the Liaison Members or of the Neighborhood Advisory Board in the absence of the Liaison Member from the same neighborhood association, may serve as the Liaison Member and shall have and may exercise the powers of the Liaison Member.

(D) The Liaison Members of the Neighborhood Advisory Board shall elect, at a meeting of the Liaison Members established by the Neighborhood Advisory Board for that purpose, the regular Board Members and alternate Board Members of the Neighborhood Advisory Board. Elections shall be conducted annually. With the regular Board Members having staggered terms, one regular Board Member from each of the five districts from which Council Members are elected will be elected annually. One alternate Board Member from each of the five districts from which Council Members are elected will be elected biannually. The Liaison Members of the Neighborhood Advisory Board who represent neighborhood associations of neighborhoods located primarily within a district from which a Council Member is elected shall only be eligible to vote for Board Members for the district. The Board Members of the Neighborhood Advisory Board elected from a district from which a Council Member is elected must be a Liaison Member for a neighborhood association of a neighborhood located primarily within the district. For the purpose of determining eligibility to vote and to serve as a Board Member, a neighborhood is located primarily within the district if the majority of the residences in the neighborhood served by the neighborhood association are located within said district. The at large regular Board Member and the at large alternate Board Member are positions which require that the person be a renter of his residence located within the corporate limits of the city. The election of the at large regular Board Member and at large alternate Board Member shall occur biannually in even number years. All Liaison Members of the Neighborhood Advisory Board will be eligible to vote for the at large regular Board Member and the at large alternate Board Member.

(E) Each alternate Board Member of the Neighborhood Advisory Board, while attending any meeting of the Neighborhood Advisory Board and serving in the absence of a regular Board Member, shall have and may exercise all powers and duties of a regular Board Member of the Neighborhood Advisory Board. An alternate Board Member of the Neighborhood Advisory Board elected for a district may serve only for a regular Board Member of the Neighborhood Advisory Board elected from the same district. The at large alternate Board Member may serve only for the at large regular Board Member.

(F) The Neighborhood Liaison/Ombudsman shall serve as an ex-officio, nonvoting member of the Neighborhood Advisory Board.

(G) The Liaison Members of the Neighborhood Advisory Board shall consist of the Liaison Members appointed by each neighborhood association. In addition to electing the Board Members of the Neighborhood Advisory Board in accordance with the provisions of subsection (D) above, the Liaison Members shall offer feedback to the Board Members of the

Neighborhood Advisory Board at least twice each year at a meeting of the Neighborhood Advisory Board.

Section 3. That Section 2-3-85 of the Code of Ordinances, City of Greenville, be and is hereby amended by rewriting said section so that it shall read as follows:

(A) In order for the Liaison Members of the Neighborhood Advisory Board to elect Board Members of the Neighborhood Advisory Board for a district, at least a majority of the Liaison Members of the neighborhood associations from that district shall be present at a meeting of the Liaison Members of the Neighborhood Advisory Board. In order for the Liaison Members of the Neighborhood Advisory Board to elect Board Members of the Neighborhood Advisory Board for the at large position at least a majority of the Liaison Members of the neighborhood associations within the corporate limits of the city shall be present at a meeting of the Liaison Members of the Neighborhood Advisory Board.

(B) In order for the Neighborhood Advisory Board to take action, a majority of the Board Members of the Neighborhood Advisory Board shall be present.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

Section 6. This ordinance shall become effective on November 1, 2013.

This the 8th day of August, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

We, the Neighborhood Advisory Board (“the board” or “NAB”), believe the best community is one where all residents’ ideas, beliefs and lifestyles are valued, regardless of socio-economic status, race, gender, ethnicity or creed, whether property owner or renter. We believe our board has consistently reflected these ideals, capturing the diverse nature of this city we all love and want to see grow in positive and beneficial ways. With this belief, we do not want any changes that exclude any homeowners or neighborhoods from the Neighborhood Advisory Board. On the current board, homeowners’ associations constitute about 25 percent of the membership--a significant but certainly not dominant voice.

Because of the unique makeup of our city, we believe increasing our board membership by two--one regular member and one alternate--will allow us to reach out to city residents even more effectively. We propose these new seats be dedicated to residents living in rental properties in the city and will be voted in by neighborhood liaisons from across the city. Furthermore, realizing a strong neighborhood is often comprised of more than the residents themselves, we will encourage neighborhood associations to create board positions within their own organizations for applicable subgroups such as churches, small businesses, retirement homes, non-profits or other entities that share an interest in working with residents for a strong and vibrant neighborhood.

In building an inclusive community, the board also believes that it is important to have only one association in each geographic area, to do otherwise would be divisive. The new community policing program that was initiated by Chief Aden is designed so that each neighborhood has an officer who works with that neighborhood and attends all neighborhood meetings. This program will enhance the quality of life in neighborhoods as the police and residents build strong working relationships.

The board has been actively reaching renters. Indeed, we have an actively participating liaison to the board from communities with large rental populations. We are pleased we were able to cement some of those relationships at our annual neighborhood symposium (if you weren’t there, you missed a great testament to our diversity and efforts toward creating a truly inclusive vehicle for empowering all residents to take leadership positions in their neighborhoods and city wide). We will continue to foster these relationships and build new ones, including rental communities--as we include all communities--at our table to share ideas and concerns.

We believe neighborhoods throughout the city benefit from the exchange of ideas that takes place on the NAB, we promote and support that exchange and we hope only to see it grow.

For all of the above reasons, we recommend option three.

District 1

Kim Carney

Kim Carney

Carolyn Glast

Carolyn Glast

District 2

Betty Hines

Betty Hines

David Douglas

David Douglas

District 3

Ann Maxwell

Ann Maxwell

Laura C. McKenna

Laura McKenna

District 4

Caroline Doherty

Caroline Doherty

Lisa Wilborne

Lisa Wilborne

District 5

Brenda Diggs

Brenda Diggs

Sharon Stang

Sharon Stang