



## **Agenda**

### **Greenville City Council**

**October 11, 2018  
6:00 PM  
City Council Chambers**

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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.

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- I. Call Meeting To Order**
- II. Invocation - Council Member Smiley**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. Public Comment Period**

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

## **VII. Special Recognitions**

1. Eddie Butts - Police Department Retiree
2. Greenville Fire-Rescue Swift Water Rescue Team

## **VIII. Appointments**

3. Appointments to Boards and Commissions
4. Appointments to the Mid-East Commission

## **IX. Consent Agenda**

5. Authorization to submit grant applications to the James J. and Mamie Richardson Perkins Trust Fund, The Mildred Sheffield Wells Charitable Trust, and the West Memorial Fund for development of a beach volleyball facility

## **X. New Business**

### **Public Hearings**

6. Ordinance to annex Charleston Village, Section 7, involving 13.6482 acres located near the current terminus of Charity Lane
7. Ordinance requested by McKesson Properties, LLC to rezone 9,670.5 square feet located along the eastern right-of-way of McKinley Avenue and 65+/- feet south of West 5th Street from R6 (Residential [High Density Multi-family]) to CDF (Downtown Commercial Fringe)
8. Ordinance requested by Synergy Properties, LLC to rezone a total of 2.032 acres (0.341 acres of right-of-way) located along Ellsworth Drive and 350+/- feet north of Briarcliff Drive from R6S (Residential-Single-family [Medium Density]) to R6 (Residential [High Density Multi-family])
9. Ordinance requested by Jack Somers to rezone 1.66 acres located at the southeastern corner of the intersection of South Memorial Drive and Whitley Drive from CG (General Commercial) to CH (Heavy Commercial)
10. Ordinance requested by Kenneth and Christine Lloyd, Sr. to rezone 1.2870 acres located along the eastern right-of-way of Watauga Avenue and 130+/- feet south of Farmville Boulevard from R6 (Residential [High Density Multi-family]) to CH (Heavy Commercial)
11. Ordinance requested by Mr. Steve Janowski, P.E., of Rivers and Associates, Inc. to amend the Water Supply Watershed (WS) Overlay District Standards in Sec. 9-4-197 of the Zoning Ordinance

12. Application to receive funds from the Edward Byrne Memorial Justice Assistance Grant Program
13. Resolution authorizing an application to the Federal Transit Administration (FTA) for a Section 5307 grant for federal operating and capital assistance for Greenville Area Transit (GREAT) for fiscal year 2018-2019

**Other Items of Business**

14. Approval of Firm Fixed Price Proposal and Services Agreement with ShotSpotter
15. Resolution authorizing the conveyance of City-owned property at 1509 Fleming Street to the Greenville Housing Development Corporation
16. Discussion of sale of two City-owned parcels adjacent to Home Builders Supply

**XI. City Manager's Report**

**XII. Comments from Mayor and City Council**

**XIII. Adjournment**



## City of Greenville, North Carolina

Meeting Date: 10/11/2018  
Time: 6:00 PM

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**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 twelve of the boards and commissions.

**Explanation:** City Council appointments and recommendations need to be made to the Community Appearance Commission, Environmental Advisory Commission, Greenville Utilities Commission, Historic Preservation Commission, Housing Authority, Human Relations Council, Investment Advisory Committee, Pitt-Greenville Convention & Visitors Authority, Police Community Relations Committee, Recreation & Parks Commission, Sheppard Memorial Library Board, and the Youth Council.

The City's Board and Commission Policy on the Pitt-Greenville Convention & Visitors Authority states that the City Council shall make the nomination to the County on five of the members, and appointment of County members shall be made by the Pitt County Commissioners based on the nominations of City Council. The County seats for Kenneth Ross and Eric Vibbert are up for nomination.

The City Council updated the Board and Commission Policy on August 15, 2016. A provision for extended vacancies was included:

**Nominations for Extended Vacancies**

*In the event there is a vacancy on a City board or commission which has been on the City Council agenda for appointment by City Council for more than three (3) calendar months in which a regular City Council meeting has been held, then any Council Member may make a nomination to fill the vacancy without regard to any other provision relating to who has the authority to make the nomination. If there is more than one nomination, the appointment shall be conducted in accordance with the procedure for nominations and elections in Robert's Rules of Order.*

Under this provision, the following seats are open to nominations from the City Council:

- Durk Tyson - Environmental Advisory Commission, Engineer Seat
- Kathy Moore - Human Relations Council, Shaw University Seat
- Maurice Whitehurst - Human Relations Council, Pitt Community College Seat
- Leonard Naipaul, Police Community Relations Committee
- 5 vacant seats - Youth Council, Pitt County High Schools

**Fiscal Note:** No direct fiscal impact.

**Recommendation:** Make appointments and recommendations to the Community Appearance Commission, Environmental Advisory Commission, Greenville Utilities Commission, Historic Preservation Commission, Housing Authority, Human Relations Council, Investment Advisory Committee, Pitt-Greenville Convention & Visitors Authority, Police Community Relations Committee, Recreation & Parks Commission, Sheppard Memorial Library Board, and the Youth Council.

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ATTACHMENTS:

▣ **Muni\_Report\_Appointments\_to\_Boards\_and\_Commissions\_998631**

# Appointments to Boards and Commissions

October 2018

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## Community Appearance Commission

**Council Liaison:** Council Member Rick Smiley

<b>Name</b>	<b>District #</b>	<b>Current Term</b>	<b>Reappointment Status</b>	<b>Expiration Date</b>
Chris Mansfield	3	First term	Resigned	April 2019

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## Environmental Advisory Commission

**Council Liaison:** Council Member Brian Meyerhoeffer

<b>Name</b>	<b>District #</b>	<b>Current Term</b>	<b>Reappointment Status</b>	<b>Expiration Date</b>
Durk Tyson <i>(Professional Engineer)</i>	4	Filling unexpired term	Resigned	April 2018

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## Greenville Utilities Commission

**Council Liaison:** Council Member William Litchfield

<b>Name</b>	<b>District #</b>	<b>Current Term</b>	<b>Reappointment Status</b>	<b>Expiration Date</b>
Toya Jacobs <i>(Council Member Kandie Smith)</i>	2	Second term	Resigned	June 30, 2020

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## Historic Preservation Commission

**Council Liaison:** Council Member William Litchfield, Jr.

<b>Name</b>	<b>District #</b>	<b>Current Term</b>	<b>Reappointment Status</b>	<b>Expiration Date</b>
Mary Ellen Cole	5	First term	Resigned	January 2020
Jordan Koonts	3	Filling unexpired term	Resigned	January 2019

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### Housing Authority

**Council Liaison:** Council Member Kandie D. Smith

Name	District #	Current Term	Reappointment Status	Expiration Date
Ann Huggins <i>(Council Member Will Bell)</i>	2	Second term	Ineligible	May 2018

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### Human Relations Council

**Council Liaison:** Mayor Pro-Tem Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
James Cox	4	Filling unexpired term	Eligible	Sept. 2018
Antonio Milton	5	Filling unexpired term	Eligible	Sept. 2018
Joyce Mitchell	2	Filling unexpired term	Eligible	Sept. 2018
Heena Shah	1	Second term	Ineligible	Sept. 2018
La'Quon Rogers <i>(East Carolina University)</i>	County	First term	Eligible	October 2018
Kathy Moore <i>(Shaw University)</i>	3	First term	Did not seek additional term	October 2016
Maurice Whitehurst <i>(Pitt Community College)</i>	2	Second term	Did not meet attendance Requirement	Oct. 2015

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### Investment Advisory Committee

**Council Liaison:** Council Member William Litchfield, Jr.

Name	District #	Current Term	Reappointment Status	Expiration Date
Scott Below	3	Second term	Ineligible	Oct. 2018

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### Pitt-Greenville Convention & Visitors Authority

**Council Liaison:** Council Member Brian Meyerhoeffler, Jr.

Name	District #	Current Term	Reappointment Status	Expiration Date
Kenneth Ross <i>(Member of tourist or convention-related business; City recommends, County appoints)</i>	County	First term	Eligible	July 2018
Eric Vibbert <i>(Owner/Operator of hotel; City recommends, County appoints)</i>	County	Filling unexpired term	No longer fit requirement	July 2019

### Police Community Relations Committee

**Council Liaison:** Council Member Rick Smiley

Name	District #	Current Term	Reappointment Status	Expiration Date
Gregory Barrett <i>(Council Member Kandie Smith)</i>	1	First term	Eligible	Oct. 2018
Diane Kulik <i>(Council Member Brian Meyerhoeffer)</i>	5	Second term	Ineligible	Oct. 2018
Jermaine McNair <i>(Mayor PJ Connelly)</i>	1	Second term	Ineligible	Oct. 2018
Greg Rubel <i>(Council Member Will Bell)</i>	3	First term	Eligible	Oct. 2018
Leonard Naipaul <i>(Mayor Pro-Tem Rose Glover)</i>	2	First term	Resigned	Oct. 2019

### Recreation & Parks Commission

**Council Liaison:** Council Member Kandie Smith

Name	District #	Current Term	Reappointment Status	Expiration Date
Elizabeth Seda <i>(Council Member William Litchfield, Jr.)</i>	2	First term	Resigned	May 31, 2019

### Sheppard Memorial Library Board

**Council Liaison:** Council Member Rick Smiley

Name	District #	Current Term	Reappointment Status	Expiration Date
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Jeffrey Coghill	5	First term	Eligible	Oct. 2018
Al Muller	5	First term	Eligible	Oct. 2018

### Youth Council

**Council Liaison:** Mayor Pro-Tem Rose Glover

Name	Current Term	Reappointment Status	Expiration Date
Olivia Chiancone	First term	Eligible	Sept. 2018
Trinity Dupree	First term	Eligible	Sept. 2018
Cassidy Green	First term	Eligible	Sept. 2018
Landen House	Filling unexpired term	Eligible	Sept. 2018
Aniyah Lane	First term	Eligible	Sept. 2018
Jenna Lee	First term	Eligible	Sept. 2018
Joshua McCarter	First term	Eligible	Sept. 2018
Matthew McCauley	First term	Eligible	Sept. 2018
Jantral McNair	Filling unexpired term	Eligible	Sept. 2018
Kunj Patel	First term	Eligible	Sept. 2018
Ekta Shah	Filling unexpired term	Eligible	Sept. 2018
Tamieya Sherrod	Filling unexpired term	Eligible	Sept. 2018
Ashiya Williams	First term	Eligible	Sept. 2018

7 spots open; 4 spots open to the City Council

\*Seats that are open to nomination from the City Council are highlighted.

# Applicants for Community Appearance Commission

Gregory Hemby  
1410 W. 6th Street  
Greenville, NC 27834

**Application Date:** 4/22/2018

**Home Phone:** (202) 412-4369

**Business Phone:**

**Email:** hembyg@gmail.com

**District #:** 1

# Applicants for Environmental Advisory Commission

Orrin Allen Beasley  
3601 Live Oak Lane  
Greenville, NC 27858

**District #:** 5

Eric Hogue  
2911 Tripp Lane  
Greenville, NC 27834

**District #:** 1

**Application Date:** 12/8/2015

**Home Phone:** (252) 216-6099

**Business Phone:** (252) 216-6099

**Email:** oab0119@gmail.com

**Application Date:** 9/01/2017

**Home Phone:**

**Business Phone:** (252) 375-1445

**Email:** ericdhogue@gmail.com

# Applicants for Greenville Utilities Commission

Kelly L. Darden  
100 Trent Circle  
Greenville, NC 27834

**District #:** 1

Lindsay Griffin  
3721 Ashford Pl  
Greenville, NC 27858

**District #:** 5

Gregory Hemby  
1410 W. 6th Street  
Greenville, NC 27834

**District #:** 1

Billy Parker  
305 Woodspring Lane  
Greenville, NC 27834

**District #:** 1

Robert D. Parrott  
314 Pinewood Road  
Greenville, NC 27858

**District #:** 5

**Application Date:** 9/10/2018

**Home Phone:** (252) 757-3625  
**Business Phone:** (252) 414-0333  
**Email:** kdarden@embarqmail.com

**Application Date:** 3/15/2018

**Home Phone:** (252) 689-1965  
**Business Phone:** (252) 717-9393  
**Email:** lindsey@lrgriffin.com

**Application Date:** 4/22/2018

**Home Phone:** (202) 412-4369  
**Business Phone:**  
**Email:** hembyg@gmail.com

**Application Date:** 5/20/2017

**Home Phone:** (252) 714-4111  
**Business Phone:** (252) 756-2388  
**Email:** parkersbarbecue@gmail.com

**Application Date:** 12/18/2017

**Home Phone:**  
**Business Phone:** (252) 531-5824  
**Email:** parrottdon12@gmail.com

# Applicants for Historic Preservation Commission

Shelva Jones Davis  
127 Antler Road  
Greenville, NC 27834

**Application Date:** 1/31/2017

**District #:** 5

**Home Phone:** (252) 321-0494  
**Business Phone:**  
**Email:** shelva.davis@gmail.com

Eric Hogue  
2911 Tripp Lane  
Greenville, NC 27834

**Application Date:**

**District #:** 1

**Home Phone:**  
**Business Phone:** (252) 375-1445  
**Email:** ericdhogue@gmail.com

Israel Roberto Mueller  
905 E. 5th Street  
Greenville, NC 27858

**Application Date:** 9/7/2018

**District #:** 3

**Home Phone:** (252) 315-0265  
**Business Phone:**  
**Email:** isramueller@msn.com

Charles Ogletree  
2072 G Quail Ridge Road  
Greenville, NC 27858

**Application Date:** 8/24/2017

**District #:** 4

**Home Phone:** (252) 689-4771  
**Business Phone:** (252) 796-7379  
**Email:** cwounc1962@gmail.com

# Applicants for Housing Authority

Alicia Richardson  
108 Concord Drive Apt. C  
Greenville, NC 27834

**District #:** 2

**Application Date:** 9/6/2018

**Home Phone:** (252) 367-7371

**Business Phone:**

**Email:** [aliciarichardson24@yahoo.com](mailto:aliciarichardson24@yahoo.com)

Luke Stavish  
1624 Brook Hollow Drive  
Greenville, NC 27834

**District #:** 2

**Application Date:** 8/30/2018

**Home Phone:** (919) 816-5955

**Business Phone:**

**Email:** stavish.luke@gmail.com

# Applicants for Human Relations Council

Eric Hogue  
2911 Tripp Lane  
Greenville, NC 27834

**District #:** 1

**Application Date:** 9/01/2017

**Home Phone:**  
**Business Phone:** (252) 375-1445  
**Email:** ericdhogue@gmail.com

Alaric Martin  
3195 Boardwalk Lane Apt. #9  
Greenville, NC 27834

**District #:** 2

**Application Date:** 9/4/2018

**Home Phone:** (919) 924-1631  
**Business Phone:**  
**Email:** amartin@gmail.com

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

Keshia B. Williams  
945 Spring Forest Rd.  
Greenville, NC

**District #:** 4

**Application Date:** 4/24/2018

**Home Phone:** 252-558-3620  
**Business Phone:**  
**Email:** williak5@pitt.k12.nc.us

Stephanie Winfield  
1103 Red Banks Road  
Greenville, NC

**District #:** 4

**Application Date:** 7/14/2017

**Home Phone:**  
**Business Phone:**  
**Email:** ladona12@gmail.com

# Applicants for Investment Advisory Committee

Cameron Blake Lovitt  
389 Claredon Drive  
Greenville, NC 27858

**District #:** 5

Philip Nick Singleton  
203 Tuckahoe Drive  
Greenville, NC 27858

**District #:** 4

**Application Date:** 4/18/2016

**Home Phone:** (252) 315-2885

**Business Phone:** (252) 353-0411

**Email:** cam.lovitt@edwardjones.com

**Application Date:** 1/9/2018

**Home Phone:** (252) 412-3500

**Business Phone:** (252) 439-1100

**Email:** nick.singleton@raymondjames.com



# Applicants for Pitt-Greenville Convention & Visitors Authority (County)

## *Applicant Interest Listing*

### *Convention & Visitors Authority*

Debbie Avery  
3010 Sapphire Lane  
Winterville NC 28590

Day Phone: (252) 531-4590  
Evening Phone: (252) 756-9832  
Fax:  
E-mail: davery60@hotmail.com

Gender: F  
Race: White  
District: 4  
Priority:

Applied for this board on: 2/9/2017

Application received/updated: 02/09/2017

Applicant's Attributes: County Planning Jurisdiction  
District 4  
VolAg Southwest

Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)			
	Organization	Description	Date(s)
Education	East Carolina	BS - Education	
Education	Ayden Griffon High		
Experience	First State Bank		1978-1984
Experience	ECU School of Medicine	Standardized Patient	2007-present
Experience	Pitt County Schools	Middle School Science Teacher	30 years
Experience	Winterville Chamber of Commer	Executive Director	
Volunteer/Prof. Associations	Winterville Kiwanis Club		
Volunteer/Prof. Associations	Winterville Watermelon Festival		

Gloria Brewington-Person  
1005 Cortland Road  
Greenville NC 27834

Day Phone: (252) 495-2674  
Evening Phone:  
Fax:  
E-mail:

Gender: F  
Race: African  
District: 1  
Priority:

Applied for this board on: 8/29/2017

Application received/updated: 08/29/2017

Applicant's Attributes: Greenville City Limits

# *Applicant Interest Listing*

South of the River

VolAg Southeast

Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)		
Organization	Description	Date(s)
Greenville Youth Explosion	Committee Member	
Pitt County Democratic Party	Member	
Pitt County Schools	Retired	
N.C. Dept. of Corrections		
East Carolina University	B.A Teacher Certification, Special Ed.	
JH Rose	Diploma	

**Chenele Coleman-Sellers**

3467 Old River Road  
Greenville NC 27834

Day Phone: (252) 258-0644  
Evening Phone:  
Fax: (919) 237-1957  
E-mail: chenele1128@gmail.com

Gender: F  
Race: African  
District: 2  
Priority:

Applied for this board on: 5/19/2016

Application received/updated: 07/06/2017

Applicant's Attributes: County Planning Jurisdiction  
VolAg Northwest  
North of the River  
District 2

Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)		
Organization	Description	Date(s)
Education	ECPI University	AAS
Education	Eastern High School	
Experience	Community Non-profits & Farms	Medical Asst, Customer Service, & Pu
Experience	Department of Veteran Affairs	MSA
Volunteer/Prof. Associations	Alliance Medical Ministry	

## *Applicant Interest Listing*

Volunteer/Prof. Associations      Veteran Affairs
<u>Boards Assigned To</u> Home and Community Care Block Grant Committee      10/3/2016 to 10/3/2019 Person over 60 years of age

**Robert Corbett**

3879 Bell Road  
 P.O. Box 61  
 Fountain NC 27829

Day Phone: (252) 749-4421  
 Evening Phone:  
 Fax:  
 E-mail: rcorbett27829@gmail.com

Gender: M  
 Race: White  
 District: 4  
 Priority:

Applied for this board on: 1/29/2016

Application received/updated: 01/29/2016

Applicant's Attributes: Fountain ETJ  
 South of the River  
 VolAg Southwest

Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)			
	Organization	Description	Date(s)
Education	Farmville High School		
Experience	Tobacco Processing		40+ yrs
Experience	Standard Commerical Tobacco		22+ yrs
Experience	Imperial Tobacco		18+ yrs
Experience	NC National Guard		
Volunteer/Prof. Associations	Fountain Wellness Ctr Board		
Volunteer/Prof. Associations	Rural Fire Board		
Volunteer/Prof. Associations	Meals on Wheels		
Volunteer/Prof. Associations	Past Fireman		

<u>Boards Assigned To</u> Fire District Commission      2/15/2016 to 12/31/2015 Fountain FD
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Convention & Visitors Authority  
 Monday, January 22, 2018

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## *Applicant Interest Listing*

Pitt County Planning Board	9/12/2016 to 9/30/2019
District 6	

Ralph Hall Jr  
111 Hardee Street  
Greenville NC 27858

Day Phone:  
Evening Phone: (252) 756-0262  
Fax:  
E-mail: bajhall@aol.com

Gender: M  
Race: White  
District: 6  
Priority: 0

Applied for this board on: 2/26/2003

Application received/updated: 02/26/2003

Applicant's Attributes: District 6  
Greenville ETJ  
VolAg Southeast

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>			
	Organization	Description	Date(s)
Education	University of South Carolina	Civil Engineering	1955-1957
Education	Edenton High		
Experience	Phillippines Construction	Project Manager	1962-1966
Experience	Foreign Service Staff Officer	Civil Engineer	1966-1969
Experience	Odell Associates	Hospital Construction Engineer	1969-1973
Experience	PCMH	Vice-President of Facilities	1973-2001
Volunteer/Prof. Associations	N.C. Bio-Medical Association		
Volunteer/Prof. Associations	N.C. Association of Health Care		
Volunteer/Prof. Associations	American Society of Health Care		
Volunteer/Prof. Associations	American Cancer Society		
Volunteer/Prof. Associations	State Board of Directors		

<u>Boards Assigned To</u>
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Convention & Visitors Authority  
Monday, January 22, 2018

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## *Applicant Interest Listing*

Industrial Revenue & Pollution Control Authority	3/15/2004 to 3/15/2007
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Emis Lee  
834 Aspen Lane  
Greenville NC 27834

Day Phone: (252) 341-5696  
Evening Phone: (252) 689-2381  
Fax: (252) 321-4626  
E-mail: elee@email.pittcc.edu

Gender: M  
Race: African  
District: 2  
Priority:

Applied for this board on: 2/10/2015

Application received/updated: 02/06/2015

Applicant's Attributes: District 2  
County Planning Jurisdiction  
North of the River  
VolAg Northeast

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>			
	Organization	Description	Date(s)
Education	Elizabeth City State University	B.A.	
Education	Roanoke High		
Experience	PCC Putreach w/ Emis Lee	Radio Broadcaster	
Experience	Pitt Community College	Director of College Outreach	
Experience	United States Army	2nd Lieutenant	
Volunteer/Prof. Associations	Mentor		
Volunteer/Prof. Associations	West Greenville Community Dev	Board Member	
Volunteer/Prof. Associations	Eastern Carolina Counseling Cen	Former Board Member	

<u>Boards Assigned To</u>	
Development Commission	6/6/2016 to 12/31/2018
P.C. Nursing Home/Adult Care Community Advisory	3/7/2016 to 3/17/2019



## *Applicant Interest Listing*

Ashley Moore  
4695 Old Tar Road  
Winterville NC 28590

Day Phone: (252) 321-6700  
Evening Phone: (252) 341-8223  
Fax:  
E-mail: atmoore75@gmail.com

Gender: M  
Race: White  
District: 5  
Priority:

Applied for this board on: 3/23/2017

Application received/updated: 03/23/2017

Applicant's Attributes: Winterville City Limits  
South of the River  
VolAg Southeast  
District 5

Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)			
	Organization	Description	Date(s)
Education	East Carolina University		
Education	DH Conley	High School	
Experience	Stormwater Advisory Board		
Volunteer/Prof. Associations	Winterville Historical Society		

Boards Assigned To			
	Pitt County Board of Adjustment		1/8/2018 to 1/1/2021
	Alternate		

Donald Rhodes  
4785 US 258  
Farmville NC 27828

Day Phone: (252) 753-4609  
Evening Phone: (252) 916-5566  
Fax:  
E-mail: drhodes@centurylink.net

Gender: M  
Race: White  
District: 4  
Priority:

Applied for this board on: 1/29/2016

Application received/updated: 01/29/2016

Applicant's Attributes:

Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)			
	Organization	Description	Date(s)

## *Applicant Interest Listing*

Courtyard Marriott	General Manager
USMC	Military
Mince High School	Diploma

**Michael Weimar**  
2362 Vicky Lane  
Greenville NC 27858

Day Phone: (252) 378-5461  
Evening Phone: (252) 689-2206  
Fax:  
E-mail: mpweimar@gmail.com

Gender: M  
Race: White  
District: 3  
Priority:

Applied for this board on: 8/10/2017

Application received/updated: 08/10/2017

Applicant's Attributes: VolAg Southeast  
South of the River  
County Planning Jurisdiction

Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)			
	Organization	Description	Date(s)
Education	State University of NY at Brockp	B.S. Business Admin. /Marketing	
Education	Spencerport High		
Experience	Sherwin-Williams Company	Sales Rep	
Volunteer/Prof. Associations	Pitt County Republican Party		
Volunteer/Prof. Associations	Covenant Church		

**Guilford Whitfield**  
3478 Hwy 258  
P.O. Box 496  
Fountain NC 27829

Day Phone: (252) 749-3425  
Evening Phone: (252) 749-6201  
Fax:  
E-mail:

Gender: M  
Race: African  
District: 4  
Priority:

Applied for this board on: 1/29/2016

Application received/updated: 01/29/2016

Applicant's Attributes: Fountain ETJ  
South of the River

## *Applicant Interest Listing*

VolAg Southwest

Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)			
	Organization	Description	Date(s)
Education	2 years of College	Commercial Artist	
Education	High School - yes		
Experience	Retired CIA		20+ years
Volunteer/Prof. Associations	Town of Fountain		

<u>Boards Assigned To</u>	
Fire District Commission Fountain FD	2/15/2016 to 12/31/2015

**Aundrea Williams**

2100 Flagstone Ct.

Unit 05

Greenville NC 27834

Day Phone: (252) 258-5005

Evening Phone:

Fax:

E-mail: aundreawilliams@yahoo.co

Gender: F

Race: African

District: 1

Priority:

Applied for this board on: 12/12/2016

Application received/updated: 12/12/2016

Applicant's Attributes: Greenville City Limits

VolAg Southwest

South of the River

District 1

Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)			
	Organization	Description	Date(s)
Education	Shaw University	B.S. Business Admin, M.S. Human Re	
Education	J.H. Rose High School		
Experience	Vidant Medical Center	Financial Coordinator	

<u>Boards Assigned To</u>	

Convention & Visitors Authority

Monday, January 22, 2018

Page 10 of 12



## *Applicant Interest Listing*

Animal Services Advisory Board	10/16/2017 to 2/7/2018
At large	

**Eric Williams**

527 Rachel Lane  
Grimesland NC 27858

Day Phone: (252) 258-5002  
Evening Phone:  
Fax:  
E-mail: logetw423@gmail.com

Gender: M  
Race: African  
District: 3  
Priority:

Applied for this board on: 12/11/2014

Application received/updated: 02/01/2016

Applicant's Attributes: County Planning Jurisdiction  
South of the River  
VolAg Southeast

Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)			
	Organization	Description	Date(s)
Education	East Carolina University		
Education	J.H. Rose High		
Experience	East Carolina University	Helpdesk Tech. Spec.	
Experience	NC National Guard Army		

<u>Boards Assigned To</u>	
P.C. Nursing Home/Adult Care Community Advisory	3/7/2016 to 3/17/2019

**IL YOON**

102 Bishop Dr.  
Winterville NC 28590

Day Phone: (252) 367-9836  
Evening Phone: (804) 447-4655  
Fax:  
E-mail: neilyoon1@gmail.com

Gender: M  
Race: Asian  
District:  
Priority:

Applied for this board on: 12/13/2016

Application received/updated: 12/13/2016

Applicant's Attributes: Greenville ETJ  
South of the River

## *Applicant Interest Listing*

VolAg Southeast

Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)			
	Organization	Description	Date(s)
	Republic of Korean Army		
Education	Korea University	Bachelors degree	
Education	Kyung-Moon High School	Seoul, Korea	
Experience	Finix-One Corperation	President	Dec.13-present
Experience	Adam's Auto Wash	Vice-President	Aug.08-Aug. 2013
Experience	Deok-u Co., LTD	Overseas Marketing Manager	Jan.05-July 08
Experience	Carrefour S.A. France	Marketing Manager	July 99- Dec. 03
Volunteer/Prof. Associations	Seoul Olympic Volunteer		1988
Volunteer/Prof. Associations	Korean Association of Greenville	President	

# Applicants for Police Community Relations Committee

Whitley Taylor Pollard  
609 Elm Street  
Greenville, NC 27858

**District #:** 3

Louis Warren  
203 N. Harding Street  
Greenville, NC 27858

**District #:** 3

**Application Date:** 7/14/2016

**Home Phone:** (252) 717-6764

**Business Phone:**

**Email:** pollardwhitely@gmail.com

**Application Date:** 9/18/2018

**Home Phone:** (252) 758-1440

**Business Phone:**

**Email:** warrenlo@ecu.edu

# Applicants for Recreation and Parks Commission

Byron Aynes  
1903 Brook Road  
Greenville, NC 27858

**District #:** 4

Gregory Hemby  
1410 W. 6th Street  
Greenville, NC 27834

**District #:** 1

Anna L. Logemann  
1105 Turtle Creek Road Unit G  
Greenville, NC 27858

**District #:** 4

Christopher Powell  
108 B Chandler Drive  
Greenville, NC 27834

**District #:** 1

**Application Date:** 9/17/2016

**Home Phone:** (252) 414-1710

**Business Phone:**

**Email:** byron.rha@gmail.com

**Application Date:** 4/22/2018

**Home Phone:** (202) 412-4369

**Business Phone:**

**Email:** hembyg@gmail.com

**Application Date:** 4/26/2017

**Home Phone:** (336) 624-6514

**Business Phone:**

**Email:** annlogemann85@gmail.com

**Application Date:** 6/24/2016

**Home Phone:** (252) 714-0286

**Business Phone:**

**Email:** christopherpowell@yahoo.com

# Applicants for Sheppard Memorial Library Board

Anna L. Logemann  
1105 Turtle Creek Road Unit G  
Greenville, NC 27858

**Application Date:** 4/26/2017

**Home Phone:** (336) 624-6514

**Business Phone:**

**Email:** annlogemann85@gmail.com

**District #:** 4

# Applicants for Youth Council

Heather Lee  
Christ Covenant High School  
Greenville, NC 27858

**Application Date:** 9/25/2018



## City of Greenville, North Carolina

Meeting Date: 10/11/2018  
Time: 6:00 PM

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**Title of Item:** Appointments to the Mid-East Commission

**Explanation:** **Abstract:** In accordance with the Mid-East Commission's Bylaws, the City of Greenville has a regular member and an alternate member on the Mid-East Commission. The members are appointed to serve a term of two calendar years. Appointments are being made to fill the regular member seat and alternate member seat for a term that will commence immediately and expire on December 31, 2019.

**Explanation:** Historically, the City's appointments have been the Director of Community Development and an alternate. Newly hired Community Development Director Thomas Barnett is prepared to step in as the City's regular member, with Planner Chantae Gooby as the alternate member.

**Fiscal Note:** No direct fiscal impact.

**Recommendation:** Appoint Community Development Director Thomas Barnett as a regular member and Planner Chantae Gooby as the alternate member of the Mid-East Commission effective immediately and expiring on December 31, 2019.

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## City of Greenville, North Carolina

Meeting Date: 10/11/2018  
Time: 6:00 PM

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**Title of Item:** Authorization to submit grant applications to the James J. and Mamie Richardson Perkins Trust Fund, The Mildred Sheffield Wells Charitable Trust, and the West Memorial Fund for development of a beach volleyball facility

**Explanation:** **Abstract:** The Recreation and Parks Department is seeking to develop a tournament level beach volleyball facility within the city. This new facility would provide playing opportunities for a rapidly growing sport and establish Greenville and Pitt County as a destination for beach volleyball.

**Explanation:** Recreation and Parks staff have recently been working with members of the Greenville community on a proposal to construct beach volleyball courts at H. Boyd Lee Park. City staff were approached in February by citizens interested in the development of these courts. The sport has seen an increase in play over the last several years for both youth and adults. These beach volleyball courts will address this local need and provide new recreational opportunities for residents and visitors.

At this time, staff is seeking approval to apply for three grants, through the James J. and Mamie Richardson Perkins Trust, The Mildred Sheffield Wells Charitable Trust, and the West Memorial Fund. The amount being requested through the three grants will total up to \$100,000. The funds will be added to any fundraising receipts and previously donated monies that were dedicated to the construction of volleyball facilities.

The total project is anticipated to cost at least \$140,000. Land acquisition is not required since H. Boyd Lee Park, with its existing parking, water and electrical hookups, and the needed open space, provides an ideal site for this facility.

**Fiscal Note:** These grants do not require a financial commitment from the City of Greenville. At this time, the City has \$24,088 from a previous volleyball donation available for the support of this project.



**Recommendation:** Approve moving forward with the completion and submission of grant applications with each individual trust fund.

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## City of Greenville, North Carolina

Meeting Date: 10/11/2018  
Time: 6:00 PM

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**Title of Item:** Ordinance to annex Charleston Village, Section 7, involving 13.6482 acres located near the current terminus of Charity Lane

**Explanation:** **Abstract:** The City received a voluntary annexation petition to annex Charleston Village, Section 7, involving 13.6482 acres located near the current terminus of Charity Lane. The subject area is currently undeveloped and is anticipated to yield 40 single-family residences.

### ANNEXATION PROFILE

#### A. SCHEDULE

1. Advertising date: October 1, 2018
2. City Council public hearing date: October 11, 2018
3. Effective date: June 30, 2019

#### B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 13.6482
4. Voting District: 2
5. Township: Winterville
6. Zoning: R6S (Residential-Single-family)

7. Land Use: Existing: Vacant  
Anticipated: 40 single-family lots

8. Population:

	Formula	Number of People
Total Current	-----	0
Estimated at full development	40 x 2.18*	87
Current Minority	-----	0
Estimated Minority at full development	87 x 43.4%	38
Current White	-----	0
Estimated White at full development	87 - 38	49

9. Rural Fire Tax District: Red Oak

10. Greenville Fire District: Station #5 (Distance of 4.0 miles)

11. Present Tax Value: \$177,427  
Estimated Future Tax Value: \$7,825,427

**Fiscal Note:** The total estimated tax value at full development is \$7,825,427.

**Recommendation:** Approve the attached ordinance to annex Charleston Village, Section 7

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ATTACHMENTS:

- ☐ **Ordinance\_-\_Charleston\_Village\_section\_7\_1086824**
- ☐ **Survey**

ORDINANCE NO. 18-  
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF  
THE CITY OF GREENVILLE, NORTH CAROLINA

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 6:00 p.m. on the 11<sup>th</sup> day of October, 2018, after due notice by publication in The Daily Reflector on the 1<sup>st</sup> day of October, 2018; and

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

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

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

TO WIT:                Being all of that certain property as shown on the annexation map entitled “Charleston Village, Section 7” involving 13.6482 acres as prepared by Stroud Engineering, PA.

LOCATION:            Lying and being situated in Winterville Township, Pitt County, North Carolina, located near the current terminus of Charity Lane.

GENERAL DESCRIPTION:

Lying and being in Winterville Township, Pitt County, North Carolina, lying south of Darrell Drive and at the west end of Charity Lane and beginning at a point on the northern right-of-way of Charity Lane, the southwest corner of Lot 126, Charleston Village, Section 5 as recorded in Map Book 70, Page 78 of the Pitt County Registry, the True Point of Beginning.

Thence from the True Point of Beginning, leaving the northern right-of-way of Charity Lane S 02-56-17 E – 50.00’ to a point on the southern right-of-way of Charity Lane, the northwest corner of Lot 125, Charleston Village, Section 5, thence along the western line of Lot 5 S 02-56-17 E – 130.12’ to the northwestern corner of Lot 52, Charleston Village, Section 4 as recorded in Map Book 68, Page 76 of the Pitt County Registry, a corner also common to Vicus Development, LLC (Deed Book 3572, Page 266), thence along the northern line of Vicus Development, LLC property S 87-16-59 W – 511.17’ to a bend in the line of Lot 167, Meadow Woods, Section 2, Phase 1 (Map Book 72, Page 50), thence continuing along the northern line of Meadow Woods N 89-41-15 W – 977.57’ to a point in the northern line of Lot 7, Meadow Woods, Section 1 (Map Book 59, Page 157), the southeast corner of the Deloris B. Smith property (Deed Book 2224, Page 492), thence leaving the northern line of Meadow Woods and following the eastern line of Smith and Ronald E. Braxton (Deed Book B-54, Page 731) N 12-25-15 W – 307.78’ to a point in the southern line of Colony Woods, Section 1 (Map Book 66, Page 156),

thence along the southern line of Colony Woods S 89-40-55 E – 1,032.66’, thence N 00-12-20 W – 280.03’ to the southwest corner of the Lee Armbruster property (Deed Book 2475, Page 593), thence along the southern line of Armbruster N 87-16-59 E – 493.54’ to a common corner with Lots 141 and 142, Charleston Village, Section 6 (Map Book 73, Page 121), thence along the western line of Charleston Village S 02-56-17 E – 400.00’ to the True point of Beginning, containing 13.6482 Acres and being Parcel Number 44080 and Parcel Number 44336 as filed with the Pitt County Tax Assessor’s Office.

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

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

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

Section 5. This annexation shall take effect from and after the 30<sup>th</sup> day of June, 2019.

ADOPTED this 11<sup>th</sup> day of October, 2018.

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk

NORTH CAROLINA  
PITT COUNTY

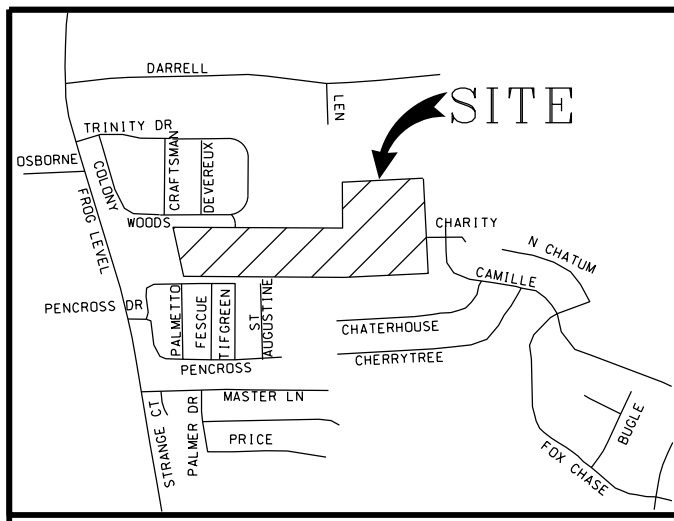
I, Polly Jones, a Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument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

WITNESS my hand and official seal this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2018.

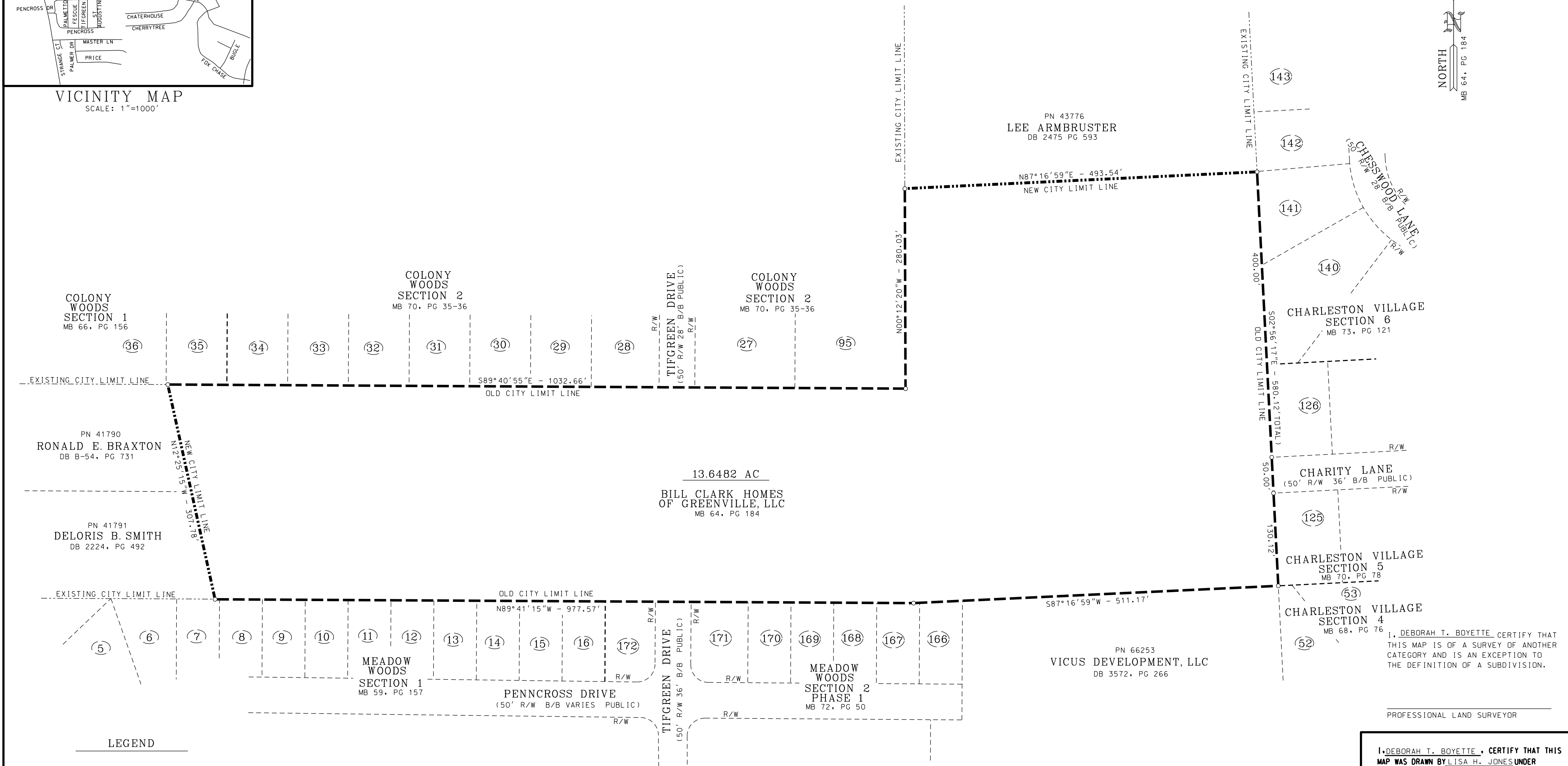
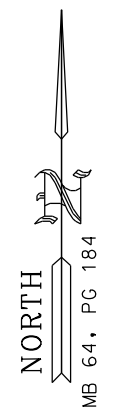
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

1086824



VICINITY MAP  
SCALE: 1"=1000'



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

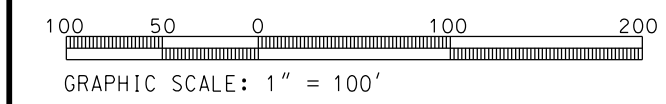
PROFESSIONAL LAND SURVEYOR

WITNESS MY HAND AND SEAL THIS 20TH DAY OF JULY, 2018.

SIGNED \_\_\_\_\_  
PROFESSIONAL LAND SURVEYOR L-4146

NORTH CAROLINA, PITT COUNTY  
I, \_\_\_\_\_, NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT DEBORAH T. BOYETTE, A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AN ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS 20TH DAY OF JULY, 2018.  
NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

FOR REVIEW ONLY



REFERENCE  
DB 3511, PG 617

PN 44080 AND PN 44336

**CHARLESTON VILLAGE, SECTION 7**  
WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

BILL CLARK HOMES OF GREENVILLE, LLC  
200 E. ARLINGTON BLVD, SUITE A  
GREENVILLE, NC 27858  
(252) 317-0940

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

SURVEYED: HOB	APPROVED: DTB
DRAWN: LHJ	DATE: 7/20/18
CHECKED: DTB	SCALE: 1" = 100'

MAP NO.	MAPS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY

**THE CITY OF GREENVILLE**

EFFECTIVE DATE \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

13.6482 AC.  
AREA



## City of Greenville, North Carolina

Meeting Date: 10/11/2018  
Time: 6:00 PM

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**Title of Item:**

Ordinance requested by McKesson Properties, LLC to rezone 9,670.5 square feet located along the eastern right-of-way of McKinley Avenue and 65+/- feet south of West 5th Street from R6 (Residential [High Density Multi-family]) to CDF (Downtown Commercial Fringe)

**Explanation:**

**Abstract:** The City has received a request by McKesson Properties, LLC to rezone 9,670.5 square feet located along the eastern right-of-way of McKinley Avenue and 65+/- feet south of West 5th Street from R6 (Residential [High Density Multi-family]) to CDF (Downtown Commercial Fringe).

\*This item was continued from the September 13, 2018 City Council meeting.

**Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on August 7, 2018.

On-site sign(s) posted on August 7, 2018.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on September 25, 2018.

Public hearing legal advertisement published on October 1 and 8, 2018.

**Comprehensive Plan:**

The Future Land Use and Character Map recommends mixed use (MU) along the southern right-of-way of West 5th Street roughly between Bonners Lane and South Memorial Drive transitioning to uptown neighborhood (UN) and traditional neighborhood, medium-high density (TNMH) to the south.

**Mixed Use**

Small-scale activity centers that contain places to live, work, and shop integrated in a walkable pattern. Mixed use buildings are located close together and near the street.



Buildings tend to be smaller than mixed use, high intensity (MUHI), supporting primarily locally-oriented uses and serving as a transition in intensity to nearby neighborhoods.

Intent:

- Vertical mixed use buildings (residential or office above commercial) as well as various single-use buildings that are integrated in a walkable street pattern
- Accommodate parking on-street, behind or to one side of buildings, or in parking structures; limit curb cuts that break main pedestrian ways; wrap parking structures with other uses or decorative elements; light parking well for safety
- Provide pedestrian and vehicular connection to surrounding development

Primary uses:

Office

Commercial

Multi-family residential

Secondary uses:

Institutional/civic

Uptown Neighborhood

Uptown neighborhood is a primarily residential area surrounding the uptown core (UC) and uptown edge (UE). It features a grid street pattern and mix of residential building types on small lots, with some commercial, office and civic uses.

Intent:

- Improve/maintain streetscape features such as consistent sidewalks, street trees, and lighting
- Introduce neighborhood-scale commercial centers at key intersections
- Address blight/property maintenance
- Address historic preservation efforts

Primary uses:

Single-family residential

Two-family residential

Secondary uses:

Multi-family residential

Commercial (neighborhood scale)

Institutional/civic (neighborhood scale)

Traditional Neighborhood, Medium-High Density

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

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

Intent:

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

Primary uses:

Multi-family residential

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

Secondary uses:

Institutional (neighborhood scale)

This subject property is included in the West Greenville Certified Redevelopment Area in The Center City - West Greenville Revitalization Plan. It is specifically located in Focus Area 6, which is described as:

Area 6: Fourteenth Avenue and Sixth Street

The Fourteenth Avenue and Sixth Street area is primarily residential in character. As with most of the areas within the Redevelopment Plan, there are numerous rental properties. Many of the rental properties have experienced a high degree of deterioration. In response, efforts to improve the area may include rehabilitation of owner-occupied units and acquisition/demolition of dilapidated units to make lots available for new construction. The focus in this area will be on providing diverse array of residential opportunities.

Policy statements include:

- To improve and revitalize existing neighborhoods.
- To improve, preserve and develop residential areas.
- To encourage the rehabilitation of dilapidated units and the development of vacant lots, and encourage the preservation, renovation, code enforcement, and rehabilitation of older housing stock.

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

Due to the small size of the tract, an increase in density is not anticipated. Therefore, a traffic volume report was not generated.

**History/Background:**

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

**Existing Land Uses:**

Vacant

**Water/Sewer:**

Water and sanitary sewer are available to the property.

**Historic Sites:**

There are no known effects on historic sites.

**Environmental Conditions/Constraints:**

The property is located in the Harris Mill Run / Schoolhouse Branch Watershed. Since the property is less than 0.5 acres, stormwater rules will not apply. If stormwater rules apply, 10-year detention would be required. Since it is located in the West Greenville Revitalization Area, it is exempt from water quality requirements.

**Surrounding Land Uses and Zoning:**

North: CDF - One (1) single-family residence (under common ownership of the applicant)

South: R6 - One (1) single-family residence

East: R6 - One (1) duplex residence

West: R6 - One (1) single-family residence

**Density Estimates:**

Due to the small size of the tract, an increase in density is not anticipated.

The anticipated build-out is within one (1) year.

**Fiscal Note:**

No cost to the City.

**Recommendation:**

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

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

The Planning and Zoning Commission voted unanimously to approve the request at its August 21, 2018 meeting.

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

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

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

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

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ATTACHMENTS:

- ▣ **Ordinance\_-\_McKesson\_Properties\_1086746**
- ▣ **Minutes\_-\_McKesson\_Properties\_1086834**
- ▣ **Attachments**

ORDINANCE NO. 18-  
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 the 11<sup>th</sup> day of October, 2018, at 6:00 p.m., in the 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;

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 zoning the following described property is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance zoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and other officially adopted plans that are applicable and, as a result, its furtherance of the goals and objectives of the comprehensive plan and other officially adopted plans that are applicable;

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, Policy 1.1.1 guide development with the Future Land Use and Character Map and Policy 1.1.6 guide development using the Tiered Growth Approach; and

WHEREAS, as a further explanation as to why the action taken is reasonable and in the public interest in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance will, in addition to the furtherance of other goals and objectives, promote the safety and general welfare of the community because the requested zoning is consistent with the recommended Future Land Use and Character designation and is located in a Preferred Growth Area;

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

Section 1. That the following described territory is rezoned from R6 (Residential) to CDF (Downtown Commercial Fringe).

TO WIT: McKesson Properties, LLC

LOCATION: Located along the eastern right-of-way of McKinley Avenue and 65+/- feet south of West 5th Street.

DESCRIPTION: Being those certain tracts or parcels of land lying and being situate in the City of Greenville, Greenville Township, Pitt County, North Carolina, being bounded on the west by McKinley Avenue, on the north by the properties of McKesson Properties, LLC on the east by the properties of City of Greenville, Deborah Hall Ebron & James Sutton, and Darden Properties, LLC, on the south by the property of Howard G. Malleary and being more particularly described as follows:

Commencing at North Carolina Geodetic Survey monument "Greenville 1933" having NC grid coordinates of N=207,864.207 meters and E=755,397.423 meters (NAD 83(2001)); thence S 88°40'44" E 1,188.42 feet to North Carolina Geodetic Survey monument "Tyson" having NC grid coordinates of N=207,855.855 meters and E=755,759.591 meters (NAD 83(2001)); thence S 75°57'16" E 442.45 feet to an iron pipe set at the intersection of the east right-of-way of McKinley Avenue with the south right-of-way of West Fifth Street; thence with the east right-of-way of McKinley Avenue S 09°37'32" W 65.18 feet to an iron pipe set at the southwest corner of the property of McKesson Properties, LLC as described in Deed Book 3672, Page 666 of the Pitt County Registry and being the POINT OF BEGINNING having NC grid coordinates of N=207,803.544 meters and E=755,887.084 meters (NAD 83(2001)); thence from said beginning point so established along and with the south line of the aforementioned property of McKesson Properties, LLC and with the south line of another property owned by McKesson Properties, LLC as described in Deed Book 3672, Page 669 of the Pitt County Registry S 80°13'38" E 121.81 feet to an iron pipe set on the west line of the property of the City of Greenville as described in Deed Book 2122, Page 197 of the Pitt County Registry; thence with the west line of said City of Greenville property S 10°21'56" W 6.19 feet to a point at the northwest corner of the property of Deborah Hall Ebron & James Sutton as conveyed by Estate File 2011E-172 of the Pitt County Registry; thence with said Ebron & Sutton west line and with the west line of the property of Darden Properties, LLC as described in Deed Book 2374, Page 756 of the Pitt County Registry S 11°03'00" W 73.83 feet to an iron pipe set at the northeast corner of the property of Howard G. Malleary as described in Deed Book 1179, Page 59 of the Pitt County Registry; thence with said Malleary north line N 80°13'38" W 119.89 feet to an iron pipe set on the east right-of-way of McKinley Avenue; thence with the east right-of-way of McKinley Avenue N 09°37'32" E 80.00 feet to the POINT OF BEGINNING containing 9,670.5 square feet and being all of Pitt County Tax Parcels 84749 and 84750 as described in Deed Book 3694, Page 726 and Deed Book 3672, Page 669, respectively, of the Pitt County Registry. All distances in this description are horizontal field distances, no grid factor applied; the combined NC grid factor used for grid coordinate calculations in 0.99989470. All bearings are based on the NC Grid North, NAD 83(2001).

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 11<sup>th</sup> day of October, 2018.

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P. J. Connelly, Mayor

ATTEST:

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Carol L. Barwick, City Clerk

1086746

**Excerpt from the adopted Planning & Zoning Commission Minutes (08/21/2018)**

ORDINANCE REQUESTED BY MCKESSON PROPERTIES, LLC TO REZONE 9,670.5 SQUARE FEET LOCATED ALONG THE EASTERN RIGHT-OF-WAY OF MCKINLEY AVENUE AND 65+/- FEET SOUTH OF WEST 5TH STREET FROM R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) TO CDF (DOWNTOWN COMMERCIAL FRINGE) - APPROVED

Ms. Gooby delineated the property. It is located south of West 5<sup>th</sup> Street on McKinley Avenue. There are two separate parcels in this request and both are vacant. The adjacent properties to the north are under common ownership of the applicant. The area is largely single-family and vacant, but there are duplexes, commercial and industrial uses. An increase in traffic is not anticipated. The Future Land Use and Character Map recommends mixed use along both side of West 5<sup>th</sup> Street. Mixed use is described as places to live, work and shop that serves the local area. Uses include commercial, office and residential. In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan the Future Land Use and Character Map. Staff recommends approval.

Mr. Maxwell asked why the CDF zoning is extending so far into the neighborhood.

Ms. Gooby stated that zoning dates back to 1969. The properties that are currently zoned CDF are only properties that have frontage along West 5<sup>th</sup> Street. These lots are small and adding addition CDF zoning can result in the lots being easier to develop. Single-family is still allowed in CDF zoning.

Mr. Wilson asked how the rezoning fits into the West Greenville Revitalization Plan and how it furthers the City's goal of revitalizing that community.

Ms. Gooby stated that the goals in this area are to redevelop vacant lots and encourage renovation of existing housing stock. Rezoning of the subject properties will allow for these properties to be combined with the adjacent CDF-zoned properties to allow for development.

Mr. Overton opened the public hearing.

Mr. Steve Spruill, Spruill & Associates, spoke in favor, representing the applicant. This rezoning would result in a more usable lot. It is very hard to put a building on the existing small lots and be able to accommodate parking at the same time. The two lots on the corner would still be subject to setback lines on both streets, which would further restrict what could be built there. This rezoning would allow for commercial development. The owner would like to build something that will be an asset to the neighborhood. He pointed out how this rezoning is similar to the rezoning that was requested by the City on Roosevelt Avenue.

Marvin McKesson, applicant, spoke in favor. This rezoning would be a positive thing for the community. It would improve West Greenville and add jobs.

No one spoke in opposition.



Mr. Overton closed the public hearing.

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

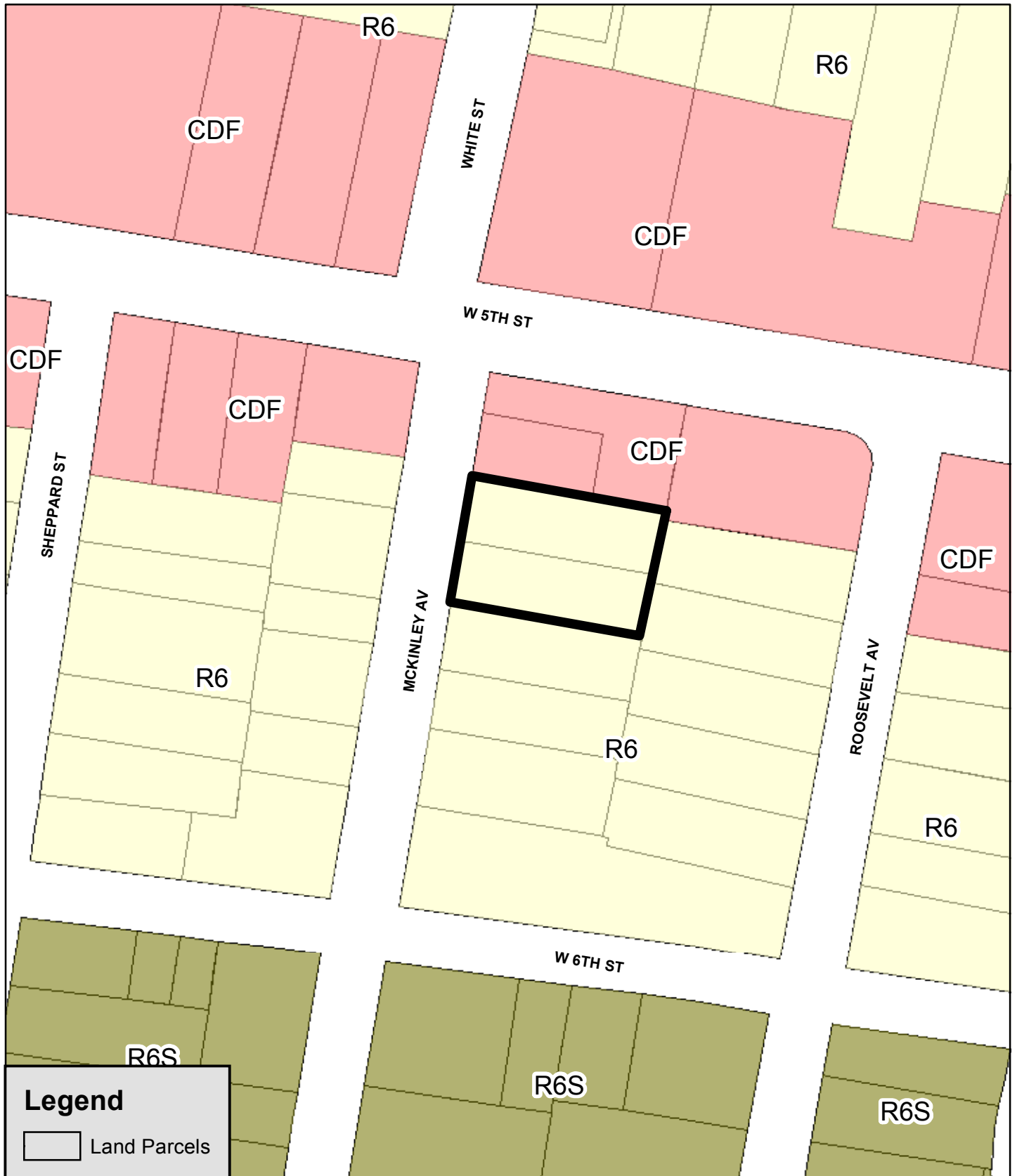
McKesson Properties, LLC

Square feet: 9,670.50


From: R6

To: CDF

August 6, 2018



**Legend**

 Land Parcels

**McKesson Properties, LLC**

**Square feet: 9,670.50**


**From: R6**

**To: CDF**

**August 6, 2018**



**Legend**

 Land Parcels



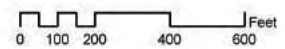
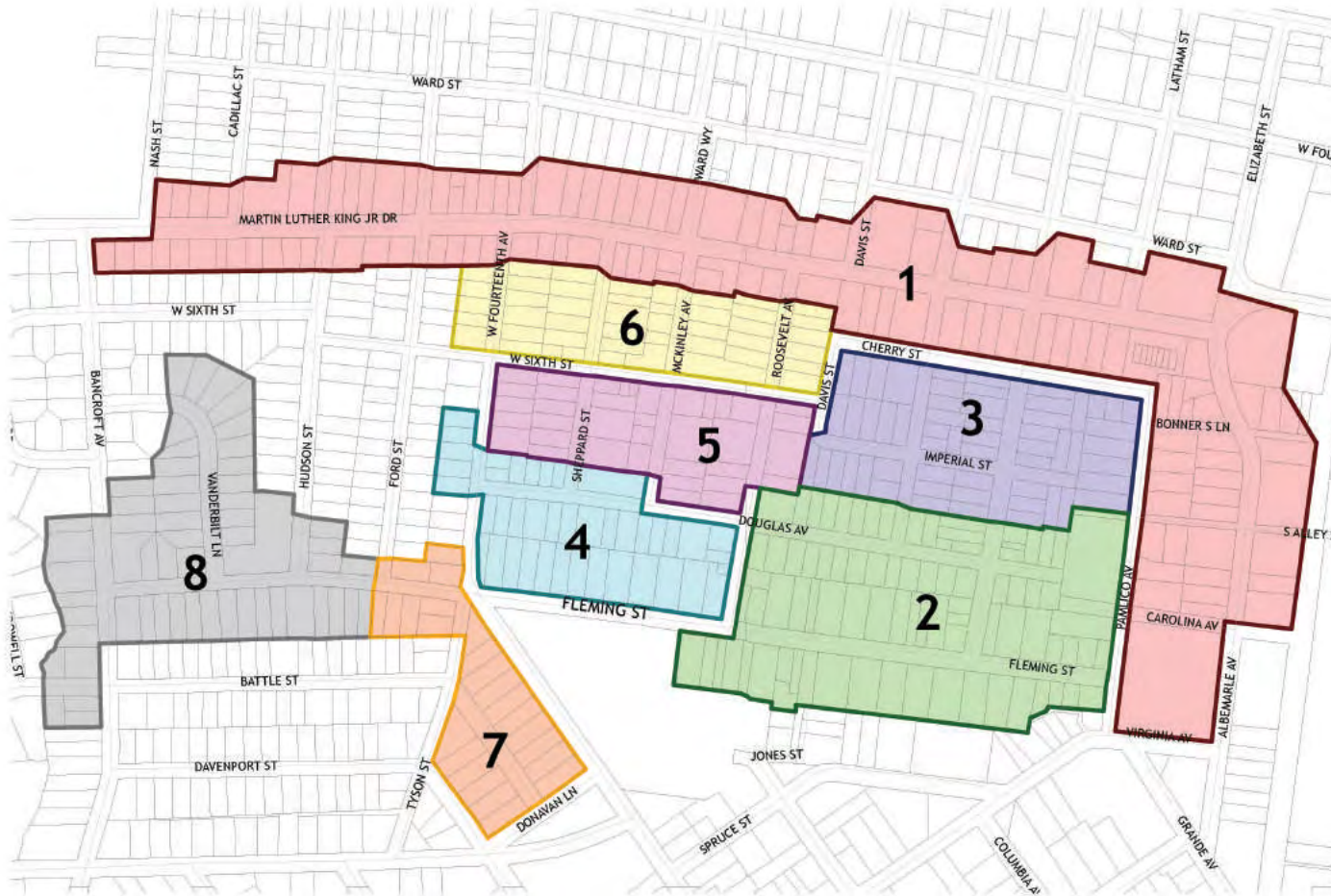




MAP 4.1

City of Greenville  
Pitt County, North Carolina  
Center City/ West Greenville  
Revitalization Plan

2003 Consolidated Plan  
Focus Areas



**EXISTING ZONING**

**R6 (RESIDENTIAL) - PERMITTED USES**

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

**R6 (RESIDENTIAL) - SPECIAL USES**

(1) General - None	
(2) Residential	
	d. Land use intensity multi-family (LUI) development rating 50 per Article K
	e. Land use intensity multi-family (LUI) development rating 67 per Article K
	l. Group care facility
	n. Retirement center or home
	o(1). Nursing, convalescent or maternity home; minor care facility
	p. Board or rooming house
	r. Fraternity or sorority house
(3) Home Occupations	
	a. Home occupation; not otherwise listed
	b. Home occupation; barber and beauty shop

	c. Home occupation; manicure, pedicure or facial salon
(4) Governmental	
	a. Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment	
	a. Golf course; 18-hole regulation length (see also section 9-4-103)
	a(1). Golf course; 9-hole regulation length (see also section 9-4-103)
	c(1). Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None	
(8) Services	
	a. Child day care facilities
	b. Adult day care facilities
	d. Cemetery
	g. School; junior and senior high (see also section 9-4-103)
	h. School; elementary (see also section 9-4-103)
	i. School; nursery and kindergarten (see also section 9-4-103)
	m. Multi-purpose center
	t. Guest house for a college or other institution of higher learning
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
<b>PROPOSED ZONING</b>	
<b>CDF (DOWNTOWN COMMERCIAL FRINGE) - PERMITTED USES</b>	
(1) General	
	a. Accessory use or building
	b. Internal service facilities
	c. On-premise signs per Article N
	e. Temporary uses; of listed district uses
	f. Retail sales; incidental
	g. Incidental assembly of products sold at retail or wholesale as an accessory to principal uses
(2) Residential	
	a. Single-family dwelling
	b. Two-family attached dwelling (duplex)
	c. Multi-family development per Article I
	k. Family care homes (see also 9-4-103)
	q. Room renting
(3) Home Occupations - None	
(4) Governmental	
	b. City of Greenville municipal government building or use (see also section 9-4-103)
	c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair

	d. Federal government building or use
	g. Liquor store, state ABC
(5) Agricultural/Mining	
	a. Farming; agricultural, horticulture, forestry (see also section 9-4-103)
	l. Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
	f. Public park or recreational facility
	g. Private noncommercial park or recreational facility
	n. Theater; movie or drama, indoor only
(7) Office/Financial/Medical	
	a. Office; professional and business, not otherwise listed
	c. Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
	d. Bank, savings and loans or other savings or investment institutions
	e. Medical, dental, ophthalmology or similar clinic, not otherwise listed
(8) Services	
	c. Funeral home
	e. Barber or beauty salon
	f. Manicure, pedicure or facial salon
	g. School; junior and senior high (see also section 9-4-103)
	h. School; elementary (see also section 9-4-103)
	i. School; nursery and kindergarten (see also section 9-4-103)
	k. Business or trade school
	n. Auditorium
	o. Church or place of worship (see also section 9-4-103)
	p. Library
	q. Museum
	r. Art gallery
	s. Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
	u. Art studio including art and supply sales
	v. Photography studio including photo and supply sales
	w. Recording studio
	z. Printing or publishing service including graphic art, maps, newspapers, magazines and books
	aa. Catering service including food preparation (see also restaurant; conventional and fast food)
	kk. Launderette; household users
	ll. Dry cleaners; household users
	mm. Commercial laundries; linen supply
	oo. Clothes alteration or shoe repair shop
	pp. Automobile wash
(9) Repair	
	d. Upholsterer; furniture
	f. Appliance; household and office equipment repair
	g. Jewelry, watch, eyewear or other personal item repair



(10) Retail Trade	
a.	Miscellaneous retail sales; non-durable goods, not otherwise listed
d.	Pharmacy
e.	Convenience store (see also gasoline sales)
f.	Office and school supply, equipment sales
g.	Fish market; excluding processing or packing
h.	Restaurant; conventional
i.	Restaurant; fast food
l.	Electronic; stereo, radio, computer, TV, etc... sales and accessory repair
m.	Appliance; household use, sales and accessory repair, excluding outside storage
n.	Appliance; commercial use, sales and accessory repair, excluding outside storage
p.	Furniture and home furnishing sales not otherwise listed
q.	Floor covering, carpet and wall covering sales
r.	Antique sales, excluding vehicles
s.	Book or card store, news stand
v.	Video or music store; records, tape, CD and the like sales
w.	Florist
x.	Sporting goods sales and rental shop
y.	Auto part sales (see also major and minor repair)
ee.	Christmas tree sales lot; temporary only (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade	
c.	Rental of clothes and accessories; formal wear, and the like
d.	Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
f.	Automobiles, truck, recreational vehicle, motorcycles and boats sales and services (see also major and minor repair)
(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)
e.	Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outdoor sales
f.	Hardware store
(13) Transportation	
b.	Bus station; passenger and related freight
c.	Taxi or limousine service
e.	Parcel delivery service
f.	Ambulance service
(14) Manufacturing/Warehousing	
c.	Bakery; production, storage, and shipment facilities
(15) Other Activities (not otherwise listed - all categories) - None	
<b>CDF (DOWNTOWN COMMERCIAL FRINGE) - SPECIAL USES</b>	
(1) General - None	
(2) Residential	

d.	Land use intensity multi-family (LUI) development rating 50 per Article K
e.	Land use intensity multi-family (LUI) development rating 67 per Article K
i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
m.	Shelter for homeless or abused (see also section 9-4-103)
n.	Retirement center or home
o(1).	Nursing, convalescent or maternity home; minor care facility
o.	Nursing, convalescent or maternity home; major care facility
r.	Fraternity or sorority house
(3) Home Occupations	
a.	Home occupation; not otherwise listed
b.	Home occupation; barber and beauty shop
c.	Home occupation; manicure, pedicure or facial salon
(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment	
d.	Game center
i.	Commercial recreation; indoor and outdoor, not otherwise listed
l.	Billiard parlor or pool hall
m.	Public or private club
m(1).	Dining and entertainment establishment (see also section 9-4-103)
s.	Athletic club; indoor only
(7) Office/Financial/Medical - None	
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
l.	Convention center; private
x.	Dance studio
bb.	Civic organizations
cc.	Trade or business organization
ff(1).	Mental health, emotional or physical rehabilitation day program facility
hh.	Exercise and weight loss studio; indoor only
(9) Repair	
a.	Major repair; as an accessory or principal use
b.	Minor repair; as an accessory or principal use
(10) Retail Trade	
b.	Gasoline or automotive fuel sales; accessory or principal use, retail
c.	Wine shop; including on-premise consumption (see also section 9-4-103)
g.	Fish market; excluding processing or packing
j.	Restaurant and/or dining and entertainment establishment; regulated outdoor activities
t.	Hobby or craft shop
u.	Pet shop (see also animal boarding; outside facility)
ff.	Tobacco shop (Class 1) (see also section 9-4-103)
hh.	Hookah café (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	

(12) Construction	
d.	Building supply; lumber and materials sales, plumbing and/or electrical supply including outdoor sales
(13) Transportation	
h.	Parking lot or structure; principal use
(14) Manufacturing/Warehousing	
g.	Cabinet, woodwork or frame shop; excluding furniture manufacturing or upholstery
(15) Other Activities (not otherwise listed - all categories)	
a.	Other activities; personal services not otherwise listed
b.	Other activities; professional services not otherwise listed
c.	Other activities; commercial services not otherwise listed
d.	Other activities; retail sales not otherwise listed

## 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 CHART

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

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





## City of Greenville, North Carolina

Meeting Date: 10/11/2018  
Time: 6:00 PM

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### **Title of Item:**

Ordinance requested by Synergy Properties, LLC to rezone a total of 2.032 acres (0.341 acres of right-of-way) located along Ellsworth Drive and 350+/- feet north of Briarcliff Drive from R6S (Residential-Single-family [Medium Density]) to R6 (Residential [High Density Multi-family])

### **Explanation:**

**Abstract:** The City has received a request by Synergy Properties, LLC to rezone a total of 2.032 acres (0.341 acres of right-of-way) located along Ellsworth Drive and 350+/- feet north of Briarcliff Drive from R6S (Residential-Single-family [Medium Density]) to R6 (Residential [High Density Multi-family]).

\*This item was continued from the September 13, 2018 City Council meeting.

### **Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on August 7, 2018.

On-site sign(s) posted on August 7, 2018.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on September 25, 2018.

Public hearing legal advertisement published on October 1 and 8, 2018.

### **Comprehensive Plan:**

The Future Land Use and Character Map recommends high density residential (HDR) along Spring Forest Road south of the Norfolk Southern Railroad and along Nantucket Road and Ellsworth Drive transitioning to low-medium density residential (LMDR) to the south.

### **Residential, High Density**

Residential areas composed primarily of multi-family housing in various forms. Defined by existing development patterns where building size and style tend to be consistent within a development, with large blocks, and limited connectivity between

different building types and uses. Future development should take a more traditional neighborhood pattern where different residential types are connected in a walkable pattern. High density residential is typically appropriate near activity centers and corridors.

Intent:

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

Primary uses:

Multi-family residential

Two-family residential

Attached residential (townhomes)

Secondary uses:

Office

Single-family residential detached (small lot)

Institutional/civic (churches and schools)

Residential, Low-Medium Density

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

Intent:

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

Primary Uses:

Single-family detached residential

Secondary Uses:

Two-family residential

Institutional/civic (neighborhood scale)

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

Based on the analysis comparing the existing zoning (57 trips) and requested rezoning, the proposed rezoning classification could generate approximately 70 trips to and from the site on Ellsworth Drive, which is a net increase of 13 trips per day. Since the traffic analysis for the requested rezoning indicates such a small increase that will be distributed to several thoroughfares that serve this neighborhood, a traffic volume report was not generated.

**History/Background:**

In 1972 the property was incorporated into the City's extra-territorial jurisdiction (ETJ) as part of a large-scale ETJ extension and was zoned RA20. By 1981, it was rezoned to it's current zoning.

**Existing Land Uses:**

Vacant (platted as part of the Bent Creek Subdivision)

**Water/Sewer:**

Water and sanitary sewer are available to the property.

**Historic Sites:**

There are no known effects on historic sites.

**Environmental Conditions/Constraints:**

The property is located in the Green Mill Run Watershed. Stormwater rules require 25-year detention and nitrogen and phosphorous reduction.

It is not located in the Special Flood Hazards Area. Therefore, development is not subject to the Flood Damage Prevention Ordinance.

**Surrounding Land Uses and Zoning:**

North: R6 - Bent Creek Subdivision (duplex)  
South: R6S - Lake Ellsworth Subdivision (single-family)  
East: R6S - Lake Ellsworth Subdivision (single-family)  
West: R6S - Lakeforest Elementary School

**Density Estimates:**

Under the current zoning, the site could accommodate 6 single-family lots.

Under the proposed zoning, the site could accommodate 6 duplex lots (12 units).

The anticipated build-out is within one (1) year.

**Fiscal Note:**

No cost to the City.



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

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

The Planning and Zoning Commission voted (6:1) to approve the request at its August 21, 2018 meeting.

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

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

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

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

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ATTACHMENTS:

- ❑ **Ordinance\_-\_Synergy\_Properties\_1086747**
- ❑ **Minutes\_-\_Synergy\_Properties\_1087009**
- ❑ **Attachments**

ORDINANCE NO. 18-  
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 the 11<sup>th</sup> day of October, 2018, at 6:00 p.m., in the 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;

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 zoning the following described property is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance zoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and other officially adopted plans that are applicable and, as a result, its furtherance of the goals and objectives of the comprehensive plan and other officially adopted plans that are applicable;

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, Policy 1.1.1 guide development with the Future Land Use and Character Map and Policy 1.1.6 guide development using the Tiered Growth Approach; and

WHEREAS, as a further explanation as to why the action taken is reasonable and in the public interest in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance will, in addition to the furtherance of other goals and objectives, promote the safety and general welfare of the community because the requested zoning is consistent with the recommended Future Land Use and Character designation and is located in a Primary Service Area;

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

Section 1. That the following described territory is rezoned from R6S (Residential-Single-family) to R6 (Residential)

TO WIT: Synergy Properties, LLC

LOCATION: Located along Ellsworth Drive and 350+/- feet north of Briarcliff Drive.

DESCRIPTION: Beginning at an existing iron pipe located at the intersection of the eastern right-of-way of Ellsworth Drive and the southwestern property corner of Lot 45B, Bent Creek Subdivision, Phase 2 as recorded in Map Book 71, Pages 199-200, Pitt County Registry; thence leaving the eastern right-of-way of Ellsworth Drive and running along the southern property line of Lot 45B, Bent Creek Subdivision, Phase 2 N 71-55-38 E, 149.81 feet to an existing iron pipe; thence S 18-06-12 E, 240.00 feet to an existing iron pipe located at the northeast property corner of Lot 8, Lake Ellsworth, Section III as recorded in Map Book 23, Page 164, Pitt County Registry; thence running along the northern property line of Lot 8, Lake Ellsworth, Section III S 71-55-04 W, 150.09 feet to an existing iron pipe located at the intersection of the eastern right-of-way of Ellsworth Drive and the northwestern property corner of Lot 8, Lake Ellsworth, Section III; thence leaving the eastern right-of-way of Ellsworth Drive S 45-30-38 W, 67.08 feet to a bent iron reset located at the intersection of the western right-of-way of Ellsworth Drive and the northeastern property corner of Lot 3, Lake Ellsworth, Section III as recorded in Map Book 23, Page 164, Pitt County Registry; thence leaving the western right-of-way of Ellsworth Drive and running along the northern property line of Lot 3, Lake Ellsworth, Section III S 71-55-04 W, 147.55 feet to an iron pipe set; thence N 18-09-15 W, 254.79 feet to an existing iron pipe located at the southwest property corner of Lot 38A, Bent Creek Subdivision, Phase 2 as recorded in Map Book 71, Pages 199-200, Pitt County Registry; thence running along the southern property line of Lot 38A, Bent Creek Subdivision, Phase 2 N 71-51-58 E, 148.02 feet to an existing iron pipe located at the intersection of the western right-of-way of Ellsworth Drive and the southeastern property corner of Lot 38A, Bent Creek Subdivision, Phase 2; thence leaving the western right-of-way of Ellsworth Drive N 57-58-17 E, 61.95 feet to the point of beginning containing 2.032 acres.

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 11<sup>th</sup> day of October, 2018.

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P. J. Connelly, Mayor

ATTEST:

---

Carol L. Barwick, City Clerk

1086747

**Excerpt from the adopted Planning & Zoning Commission Minutes (08/21/2018)**

ORDINANCE REQUESTED BY SYNERGY PROPERTIES, LLC TO REZONE A TOTAL OF 2.032 ACRES (0.341 ACRES OF RIGHT-OF-WAY) LOCATED ALONG ELLSWORTH DRIVE AND 350+/- FEET NORTH OF BRIARCLIFF DRIVE FROM R6S (RESIDENTIAL-SINGLE-FAMILY [MEDIUM DENSITY]) TO R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) - APPROVED

Ms. Gooby delineated the property. It is located adjacent to Lake Ellsworth Subdivision and Lakeforest Elementary School. There are two separate parcels in this request and both are vacant. There are duplexes to the north and single-family to the south. A small increase in traffic is anticipated. The current zoning would allow six single-family lots and the requested zoning would allow six duplex buildings or 12 units. The Future Land Use and Character Map recommends high density residential south of the railroad transitioning to low-medium residential to the south. The rezoning is located in a transition area related to residential density. In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan the Future Land Use and Character Map. Staff recommends approval.

Mr. Collins asked if single-family homes or duplexes make any difference where drainage is concerned since the area is in the Greens Mill Run watershed.

Lisa Kirby, Engineer, stated that storm water requirements depend upon the amount of area that is being disturbed not the use.

Mr. Maxwell asked if this was a 25-year storm area and whether a retention pond would be required.

Ms. Kirby stated that they would have to attenuate stormwater.

Mr. Maxwell asked if there was a sewer line nearby that was at capacity and in danger of being compromised.

Ms. Kirby said she was unaware of such and could not speak to it.

Mr. Overton opened the public hearing.

Brian Fagundus, Ark Consulting, representing the applicant, spoke in favor of the request. The lots have been on the market for 10 years as single-family and have not sold. The duplex lots have sold very quickly. This is a market driving request.

Mr. Faison asked the occupancy rate on the existing duplexes.

Mr. Fagundus stated occupancy is 100%.

Ervin Mills, an adjoining property owner, spoke in opposition to the request. He stated that he had questions and concerns about stormwater, traffic and the existing tree buffer between single family homes and proposed duplexes. He wondered if the trees would remain or be added to.

Jennifer Mills, an adjoining property owner, spoke in opposition to the request. She stated that prior to the school and pond there were no issues with water when it rained, but now they get water in their yard when it rains. The city cleaned out the ditch and it helped, but she's concerned it will get worse with more disturbance. There are existing trees that she would like remain.

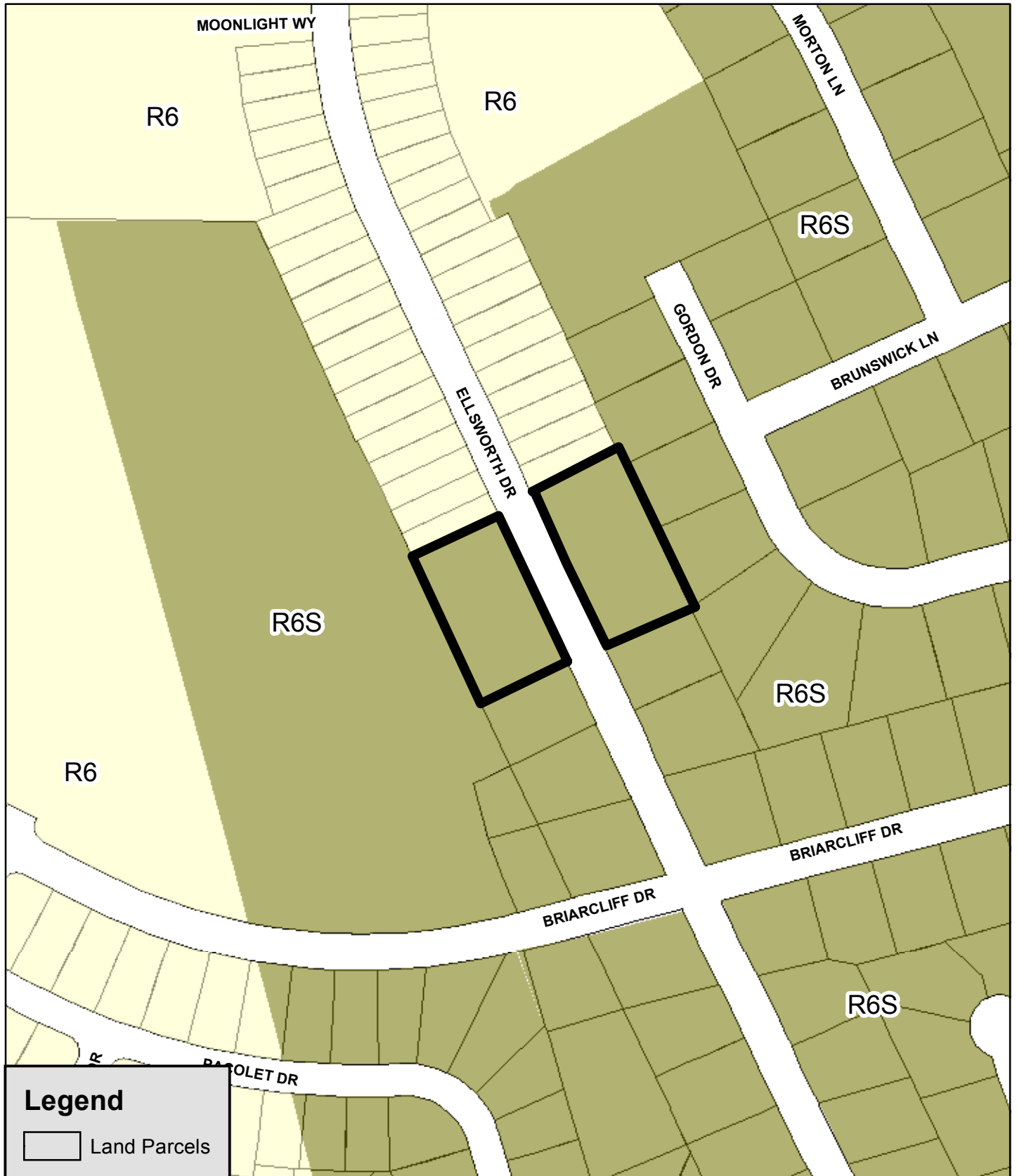
Mr. Fagundus stated that any construction would have to go through all city requirements. He could not speak to the ditch since he's not familiar with it. He can't comment on trees because he doesn't know whose property the trees on located on at this time. He will follow all ordinances and be a good neighbor.

Mr. Overton stated that they cannot require developer to provide a buffer, but suggested Mr. Mills and Mr. Fagundus work together.

Mr. Overton closed the public meeting.

**Motion made by Mr. Joyner, seconded by Mr. King, to recommend approval of the proposed amendment to advise that it is consistent with the Comprehensive Plan and to adopt the staff report which addresses plan consistency and other matters. Voting in favor: Wilson, Collins, Robinson, King, Darden and Joyner. Voting in opposition: Maxwell. Motion passed.**

Synergy Properties, LLC  
Total acres: 2.032 (including 0.341 of right-of-way)  
From: R6S  
To: R6  
August 23, 2018

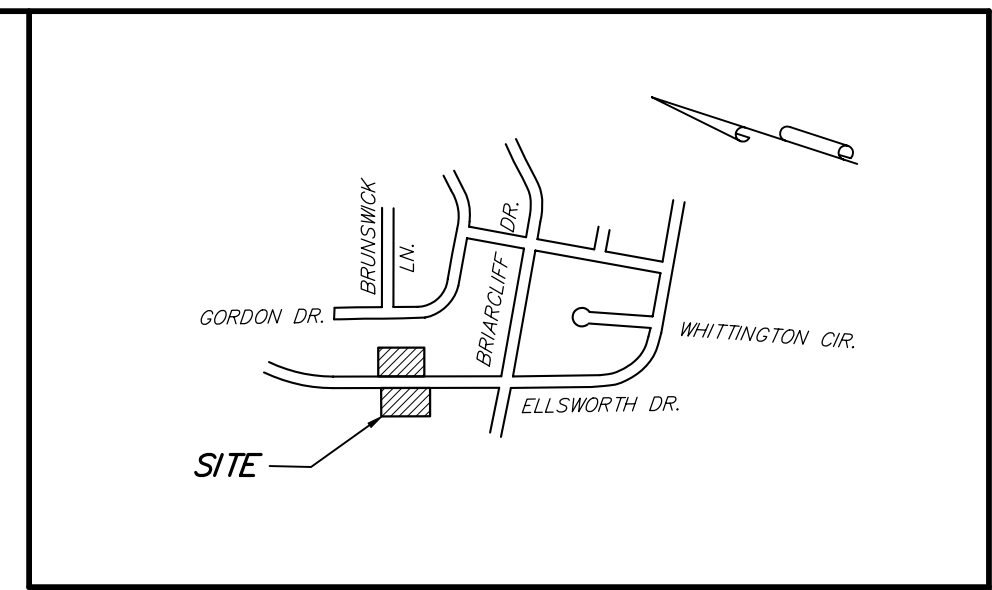
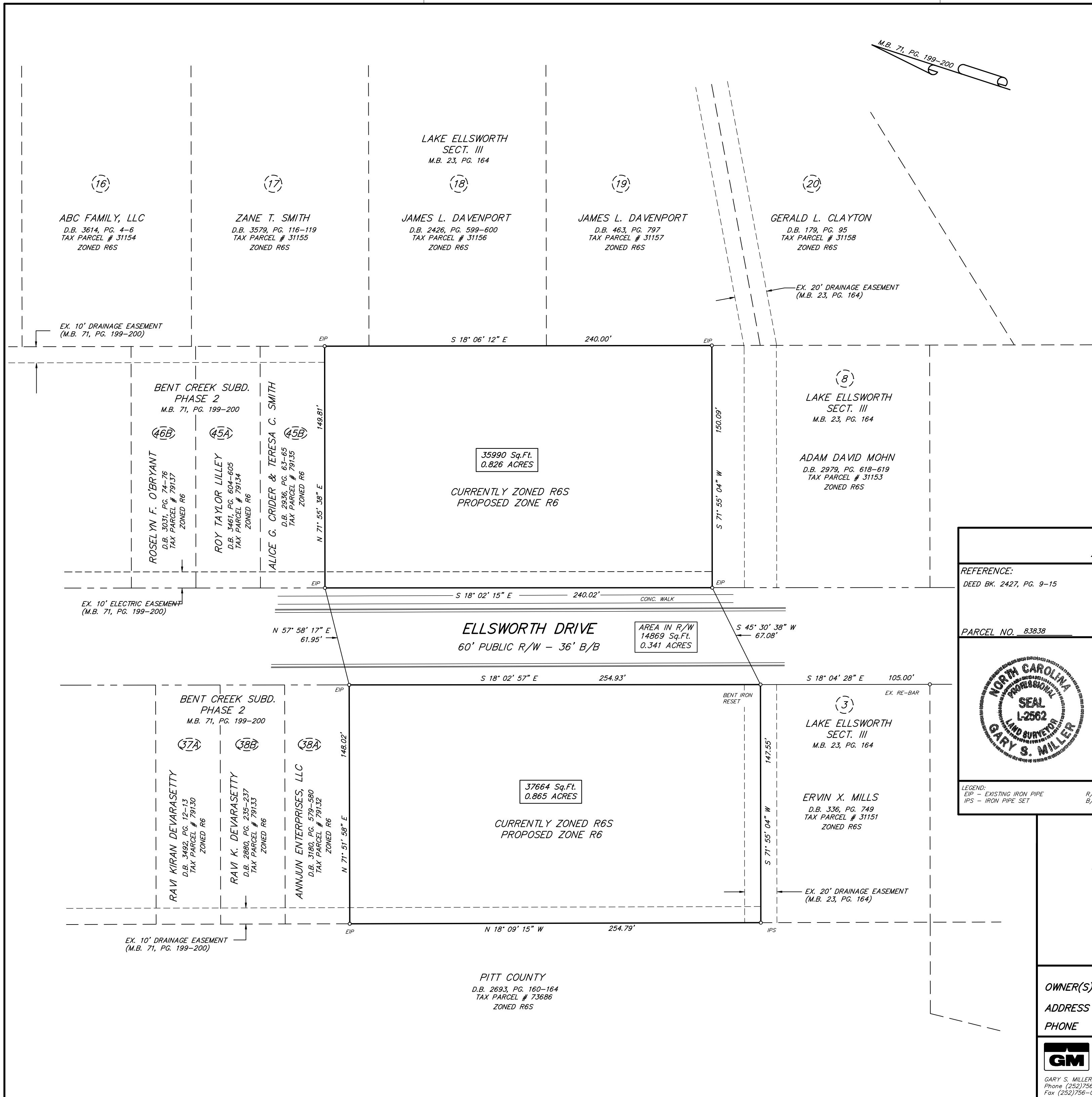




Synergy Properties, LLC  
Total acres: 2.032 (including 0.341 of right-of-way)  
From: R6S  
To: R6  
August 23, 2018







VICINITY MAP 1" = 1,000'



REFERENCE:  
DEED BK. 2427, PG. 9-15

PARCEL NO. 83838

I, Gary S. Miller, certify to the following:  
This survey is of an existing parcel or parcels of land and does not create a new street or change an existing street;  
that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 2427, Page 9-15 or other reference source \_\_\_\_\_); that the boundaries not surveyed are indicated as drawn from information in Book \_\_\_\_\_, Page \_\_\_\_\_ or other reference source SEE REF.; that the ratio of precision or positional accuracy is 1:10,000+; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600).  
Witness my hand and seal this 19th day of JULY, 2018.



Signed *G. Miller*  
Professional Land Surveyor No. L-2562

LEGEND:  
EIP - EXISTING IRON PIPE  
IPS - IRON PIPE SET  
R/W - RIGHT OF WAY  
B/B - BACK TO BACK

REZONING MAP FOR  
**SYNERGY PROPERTIES, LLC**

GREENVILLE, GREENVILLE TOWNSHIP  
PITT COUNTY, NORTH CAROLINA

OWNER(S) SYNERGY PROPERTIES, LLC  
ADDRESS 2131 JUBILEE LANE, WINTERVILLE, NC 28590  
PHONE \_\_\_\_\_

<b>GARY S. MILLER &amp; ASSOCIATES, P.A.</b> LAND SURVEYORS 1803 South Charles Blvd. Greenville, N.C. 27859 Phone (252)756-7878 Fax (252)756-0785 License # C-0225	SURVEYED: MCP	APPROVED: GSM
	DRAWN: BLW	DATE: 07-19-18
CHECKED: GSM	SCALE: 1" = 40'	

EXISTING ZONING	
R6S (RESIDENTIAL-SINGLE-FAMILY) - PERMITTED USES	
(1) General	
	a. Accessory use or building
	c. On-premise signs per Article N
(2) Residential	
	a. Single-family dwelling
	b(1). Master Plan Community per Article J
	f. Residential cluster development per Article M
	k. Family care homes (see also 9-4-103)
	q. Room renting
(3) Home Occupations - None	
(4) Governmental	
	b. City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
	a. Farming; agricultural, horticulture, forestry (see also section 9-4-103)
(6) Recreational/Entertainment	
	f. Public park or recreational facility
	g. Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None	
(8) Services	
	o. Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
	c. Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
R6S (RESIDENTIAL-SINGLE-FAMILY) - SPECIAL USES	
(1) General - None	
(2) Residential - None	
(3) Home Occupations	
	a. Home occupation; not otherwise listed
	d. Home occupation; bed and breakfast inn
(4) Governmental	
	a. Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment	
	a. Golf course; 18-hole regulation length (see also section 9-4-103)

a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
c(1).	Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None	
(8) Services	
d.	Cemetery
g.	School; junior and senior high (see also section 9-4-103)
h.	School; elementary (see also section 9-4-103)
i.	School; nursery and kindergarten (see also section 9-4-103)
t.	Guest house for a college or other institution of higher learning
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
<b>PROPOSED ZONING</b>	
<b>R6 (RESIDENTIAL) - PERMITTED USES</b>	
(1) General	
a.	Accessory use or building
c.	On-premise signs per Article N
(2) Residential	
a.	Single-family dwelling
b.	Two-family attached dwelling (duplex)
b(1).	Master Plan Community per Article J
c.	Multi-family development per Article I
f.	Residential cluster development per Article M
k.	Family care homes (see also 9-4-103)
q.	Room renting
(3) Home Occupations - None	
(4) Governmental	
b.	City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
g.	Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None	
(8) Services	
o.	Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	

(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
	c. Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
<b>R6 (RESIDENTIAL) - SPECIAL USES</b>	
(1) General - None	
(2) Residential	
	d. Land use intensity multi-family (LUI) development rating 50 per Article K
	e. Land use intensity multi-family (LUI) development rating 67 per Article K
	i. Group care facility
	n. Retirement center or home
	o(1). Nursing, convalescent or maternity home; minor care facility
	p. Board or rooming house
	r. Fraternity or sorority house
(3) Home Occupations	
	a. Home occupation; not otherwise listed
	b. Home occupation; barber and beauty shop
	c. Home occupation; manicure, pedicure or facial salon
(4) Governmental	
	a. Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment	
	a. Golf course; 18-hole regulation length (see also section 9-4-103)
	a(1). Golf course; 9-hole regulation length (see also section 9-4-103)
	c(1). Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None	
(8) Services	
	a. Child day care facilities
	b. Adult day care facilities
	d. Cemetery
	g. School; junior and senior high (see also section 9-4-103)
	h. School; elementary (see also section 9-4-103)
	i. School; nursery and kindergarten (see also section 9-4-103)
	m. Multi-purpose center
	t. Guest house for a college or other institution of higher learning
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	

(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	

## 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 CHART

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

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



## City of Greenville, North Carolina

Meeting Date: 10/11/2018  
Time: 6:00 PM

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**Title of Item:** Ordinance requested by Jack Somers to rezone 1.66 acres located at the southeastern corner of the intersection of South Memorial Drive and Whitley Drive from CG (General Commercial) to CH (Heavy Commercial)

**Explanation:** **Abstract:** The City has received a request by Jack Somers to rezone 1.66 acres located at the southeastern corner of the intersection of South Memorial Drive and Whitley Drive from CG (General Commercial) to CH (Heavy Commercial).

\*This item was continued from the September 13, 2018 City Council meeting.

**Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on August 7, 2018.

On-site sign(s) posted on August 7, 2018.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on September 25, 2018.

Public hearing legal advertisement published on October 1 and 8, 2018.

**Comprehensive Plan:**

The Future Land Use and Character Map recommends mixed use high intensity (MUHI) at the northeast corner of the intersection of South Memorial Drive and Fire Tower Road transitioning to mixed use (MU) to the north and east.

Mixed Use, High Intensity

Large-scale activity centers that contain places to live, work, and shop integrated in a walkable pattern. Multi-story mixed use buildings are located close together and near the street. Large floorplate buildings may support uses that serve the broader community and region.



Intent:

- Vertical mixed use buildings (residential or office above commercial) as well as multi-story single-use buildings that are integrated in a walkable street pattern
- Accommodate parking on-street, behind or to one side of buildings, or in parking structures; limit curb cuts that break main pedestrian ways; wrap parking structures with other uses or decorative elements; light parking well for safety
- Provide pedestrian and vehicular connection to surrounding development

Primary uses:

Office

Commercial

Multi-family residential

Secondary uses:

Institutional/civic

Mixed Use

Small-scale activity centers that contain places to live, work, and shop integrated in a walkable pattern. Mixed use buildings are located close together and near the street. Buildings tend to be smaller than mixed use, high intensity (MUHI), supporting primarily locally-oriented uses and serving as a transition in intensity to nearby neighborhoods.

Intent:

- Vertical mixed use buildings (residential or office above commercial) as well as various single-use buildings that are integrated in a walkable street pattern
- Accommodate parking on-street, behind or to one side of buildings, or in parking structures; limit curb cuts that break main pedestrian ways; wrap parking structures with other uses or decorative elements; light parking well for safety
- Provide pedestrian and vehicular connection to surrounding development

Primary uses:

Office

Commercial

Multi-family residential

Secondary uses:

Institutional/civic

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

Since the property is already developed, staff does not anticipate a change in intensity. Therefore, a traffic volume report was not generated.

**History/Background:**

In 1972, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) as part of a large-scale ETJ extension and was zoned RA20. By 1989, it was zoned CH (Heavy Commercial) and was later rezoned to its current zoning (CG).

**Existing Land Uses:**

Shoppes on Memorial Commercial Center

**Water/Sewer:**

Water and sanitary sewer are available to the property.

**Historic Sites:**

There are no known effects on historic sites.

**Environmental Conditions/Constraints:**

The property is located in the Fork Swamp Watershed. Current development meets stormwater rule requirements.

**Surrounding Land Uses and Zoning:**

North: CH and CG - Sheetz Convenience Store

South: CG - McDonald's

East: CG - CarMax Auto Sales

West: O&I - Pitt Community College

**Density Estimates:**

Since the property is already developed, staff does not anticipate a change in intensity.

**Fiscal Note:**

No cost to the City.

**Recommendation:**

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

"In compliance with the comprehensive plan" should be construed as meaning the requested rezoning 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 zoning and (ii) promotes the desired urban form. The requested

district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

The Planning and Zoning Commission voted unanimously to approve the request at its August 21, 2018 meeting.

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

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

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

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

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ATTACHMENTS:

- ❑ **Ordinance - \_Jack\_Somers\_1086749**
- ❑ **Minutes - \_Jack\_Somers\_1086997**
- ❑ **Attachments**

ORDINANCE NO. 18-  
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 the 11<sup>th</sup> day of October, 2018, at 6:00 p.m., in the 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;

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 zoning the following described property is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance zoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and other officially adopted plans that are applicable and, as a result, its furtherance of the goals and objectives of the comprehensive plan and other officially adopted plans that are applicable;

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, Policy 1.1.1 guide development with the Future Land Use and Character Map and Policy 1.1.6 guide development using the Tiered Growth Approach; and

WHEREAS, as a further explanation as to why the action taken is reasonable and in the public interest in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance will, in addition to the furtherance of other goals and objectives, promote the safety and general welfare of the community because the requested zoning is consistent with the recommended Future Land Use and Character designation and is located in a Preferred Growth Area;

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

Section 1. That the following described territory is rezoned from CG (General Commercial Fringe) to CH (Heavy Commercial).

TO WIT: Grace Ridge of Greenville NC, LLC

LOCATION: Located at the southeastern corner of the intersection of South Memorial Drive and Whitley Drive.

DESCRIPTION: Being all of Lot No. 4, containing approximately 1.66 acres, as shown on the plat entitled "Tucker Commercial Park Lots 4-7" recorded in Map Book 71, Page 53 of the Pitt County Register of Deeds Office.

Together with and including all appurtenant easements, rights and interesting appertaining thereto, including without limitation: (i) those set forth in that certain Detention Pond and Access Easement Declaration recorded in Book 253, Page 683, Pitt County Registry; (ii) those set forth in that certain Reciprocal Easement Agreement recorded in Book 2567, Page 868, Pitt County Registry; (iii) those easements for access, ingress, egress, and utilities entitled "Humber Drive (50' Ingress/Egress & Utility Easement)" and "Leslie Drive (50' Ingress/Egress & Utility Easement)" on that plat recorded in Map Book 71, Page 53, Pitt County Registry; and (iv) all other appurtenant easements benefiting the subject property which are set forth or referenced on that plate recorded in Map Book 71, Page 35, Pitt County Registry.

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 11<sup>th</sup> day of October, 2018.

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P. J. Connelly, Mayor

ATTEST:

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Carol L. Barwick, City Clerk

1086749

**Excerpt from the adopted Planning & Zoning Commission Minutes (08/21/2018)**

ORDINANCE REQUESTED BY JACK SOMERS TO REZONE 1.66 ACRES LOCATED AT THE SOUTHEASTERN CORNER OF THE INTERSECTION OF SOUTH MEMORIAL DRIVE AND WHITLEY DRIVE FROM CG (GENERAL COMMERCIAL) TO CH (HEAVY COMMERCIAL) - APPROVED

Ms. Gooby delineated the property. The property is already developed and is the current location of Shoppes on Memorial. The area along the eastern side of South Memorial Drive is mainly commercial uses, but the interior areas are mainly vacant. There is a community activity center at the northeastern corner of South Memorial Drive and West Fire Tower Road, which is intended to serve a 3-mile area. No increase in traffic is anticipated. The area is mainly CG zoning with CH zoning to the north. The CH zoning allow uses in excess of the current CG zoning. The Future Land Use and Character Map recommends high intensity mixed use which is described as a place to live, work and shop that serve the community and region. In staff's opinion, the request is in compliance with the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Staff recommends approval.

Mr. Maxwell asked what additional types of uses would be allowed by this zoning.

Ms. Gooby stated that the additional uses would mainly be manufacturing.

Mr. Overton opened the public hearing.

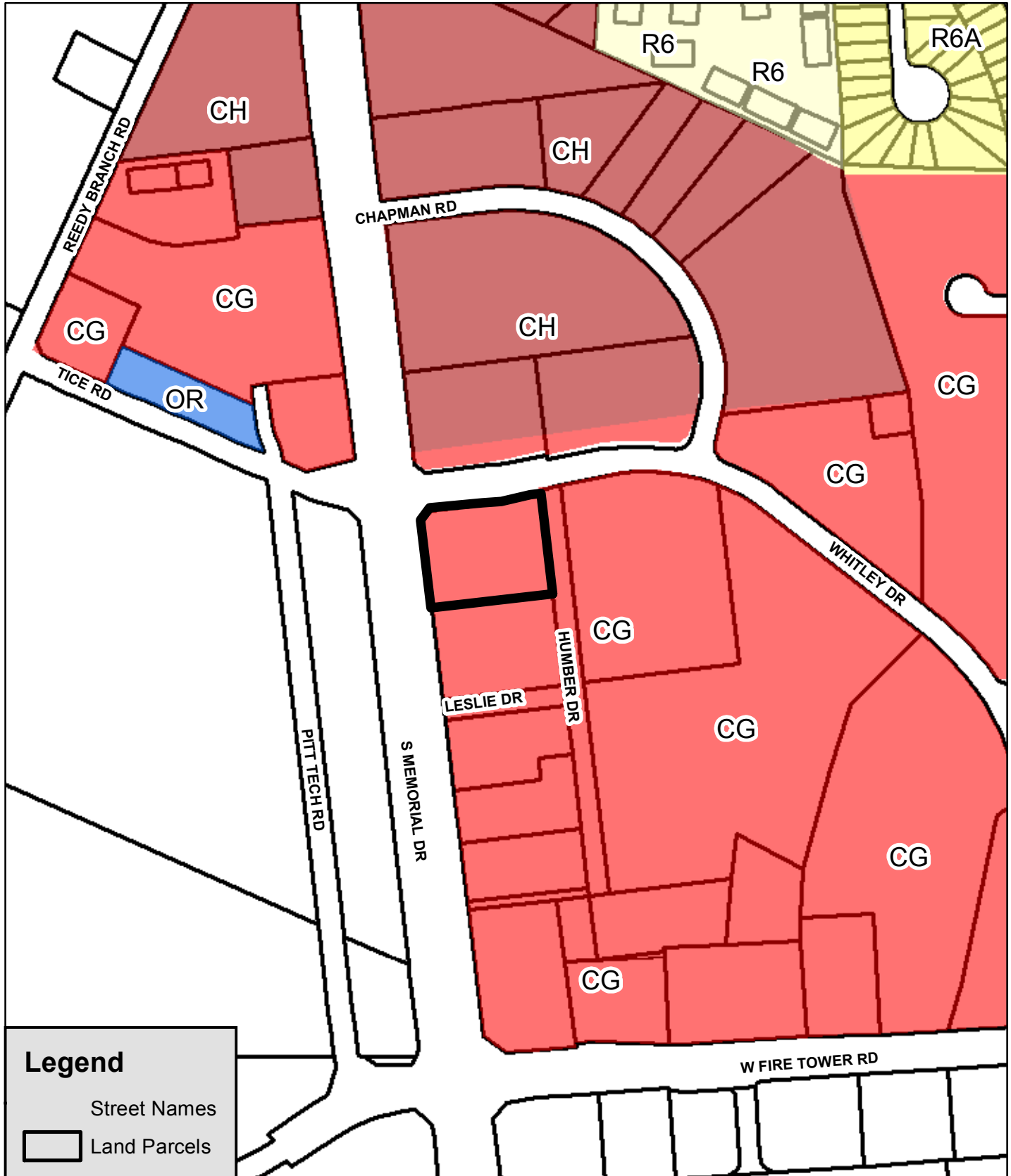
Jack Somers, owner and applicant, spoke in favor of the request. He distributed list of uses that would be allowed under the CH zoning. His building is fully occupied but one tenant is asking to be released from its lease. This rezoning would allow greater flexibility when finding future tenants.

No one spoke in opposition.

Mr. Overton closed the public hearing.

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

Jack Somers  
From: CG  
To: CH  
Acres: 1.66  
August 7, 2018



**Legend**

Street Names

Land Parcels



**Jack Somers**  
**From: CG**  
**To: CH**  
**Acres: 1.66**  
**August 7, 2018**







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

	q. Museum
	r. Art gallery
	s. Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
	u. Art studio including art and supply sales
	v. Photography studio including photo and supply sales
	y(1) TV and/or radio broadcast facilities, including receiving and transmission equipment and towers not exceeding 200 feet in height or cellular telephone and wireless communication towers not exceeding 200 feet in height (see also section 9-4-103)
	z. Printing or publishing service including graphic art, maps, newspapers, magazines and books
	aa. Catering service including food preparation (see also restaurant; conventional and fast food)
	hh. Exercise and weight loss studio; indoor only
	kk. Launderette; household users
	ll. Dry cleaners; household users
	oo. Clothes alteration or shoe repair shop
	pp. Automobile wash
(9) Repair	
	g. Jewelry, watch, eyewear or other personal item repair
(10) Retail Trade	
	a. Miscellaneous retail sales; non-durable goods, not otherwise listed
	d. Pharmacy
	e. Convenience store (see also gasoline sales)
	f. Office and school supply, equipment sales
	g. Fish market; excluding processing or packing
	h. Restaurant; conventional
	i. Restaurant; fast food (see also section 9-4-103)
	k. Medical supply sales and rental of medically-related products including uniforms and related accessories
	l. Electronic; stereo, radio, computer, TV and the like, sales and accessory repair
	m. Appliance; household use, sales and accessory repair, excluding outside storage
	p. Furniture and home furnishing sales not otherwise listed
	q. Floor covering, carpet and wall covering sales
	r. Antique sales, excluding vehicles
	s. Book or card store, news stand
	t. Hobby or craft shop
	u. Pet shop (see also animal boarding; outside facility)
	v. Video or music store; records, tape, CD and the like sales
	w. Florist
	x. Sporting goods sales and rental shop

	y.	Auto part sales (see also major and minor repair)
	aa.	Pawnbroker
	bb.	Lawn and garden supply and household implement sales and accessory service
	ee.	Christmas tree sales lot; temporary only (see also section 9-4-103)
<b>(11) Wholesale/Rental/Vehicle-Mobile Home Trade</b>		
	b.	Rental of home furniture, appliances or electronics and medically-related products (see also division (10k.))
	c.	Rental of clothes and accessories; formal wear, and the like
<b>(12) Construction</b>		
	c.	Construction office; temporary, including modular office (see also section 9-4-103)
	e.	Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outdoor sales
	f.	Hardware store
<b>(13) Transportation</b>		
	c.	Taxi or limousine service
	h.	Parking lot or structure; principal use
<b>(14) Manufacturing/Warehousing - None</b>		
<b>(15) Other Activities (not otherwise listed - all categories) - None</b>		
<b>CG (GENERAL COMMERCIAL) - SPECIAL USES</b>		
<b>(1) General - None</b>		
<b>(2) Residential</b>		
	i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
<b>(3) Home Occupations - None</b>		
<b>(4) Governmental</b>		
	a.	Public utility building or use
<b>(5) Agricultural/Mining - None</b>		
<b>(6) Recreational/Entertainment</b>		
	d.	Game center
	l.	Billiard parlor or pool hall
	m.	Public or private club
	t.	Athletic club; indoor and outdoor facilities
	u.	Internet sweepstakes business (see also section 9-4-103)
<b>(7) Office/Financial/Medical</b>		
	c.	Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
	f.	Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
<b>(8) Services</b>		
	a.	Child day care facilities
	b.	Adult day care facilities
	l.	Convention center; private
<b>(9) Repair</b>		

	a.	Major repair; as an accessory or principal use
	b.	Minor repair; as an accessory or principal use
(10) Retail Trade		
	b.	Gasoline or automotive fuel sales; accessory or principal use, retail
	c.	Wine shop; including on-premise consumption (see also section 9-4-103)
	j.	Restaurant and/or dining and entertainment establishment; regulated outdoor activities
	n.	Appliance; commercial use, sales and accessory repair; excluding outside storage
	ff.	Tobacco shop (Class 1) (see also section 9-4-103)
	gg.	Tobacco shop (Class 2) (see also section 9-4-103)
	hh.	Hookah café (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade		
	d.	Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
	f.	Automobile, truck, recreational vehicle, motorcycle and boat sales and service (see also major and minor repair)
(12) Construction - None		
(13) Transportation - None		
(14) Manufacturing/Warehousing		
	k.	Mini-storage warehouse; household excluding outside storage
(15) Other Activities (not otherwise listed - all categories)		
	a.	Other activities; personal services not otherwise listed
	b.	Other activities; professional services not otherwise listed
	c.	Other activities; commercial services not otherwise listed
	d.	Other activities; retail sales not otherwise listed
<b>PROPOSED ZONING</b>		
<b>CH (HEAVY COMMERCIAL) - PERMITTED USES</b>		
(1) General		
	a.	Accessory use or building
	b.	Internal service facilities
	c.	On-premise signs per Article N
	d.	Off-premise signs per Article N
	e.	Temporary uses; of listed district uses
	f.	Retail sales; incidental
	g.	Incidental assembly of products sold at retail or wholesale as an accessory to principal uses
(2) Residential - None		
(3) Home Occupations - None		
(4) Governmental		
	a.	Public utility building or use
	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
	e.	County government operation center
	g.	Liquor store, state ABC
<b>(5) Agricultural/Mining</b>		
	a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
	b.	Greenhouse or plant nursery; including accessory sales
	d.	Farmers market
	e.	Kennel (see also section 9-4-103)
	h.	Animal boarding not otherwise listed; outside facility, as an accessory or principal use
	l.	Beekeeping; minor use (see also section 9-4-103)
<b>(6) Recreational/Entertainment</b>		
	b.	Golf course; par three
	c.	Golf driving range
	c(1).	Tennis club; indoor and outdoor facilities
	e.	Miniature golf or putt-putt course
	f.	Public park or recreational facility
	h.	Commercial recreation; indoor only, not otherwise listed
	i.	Commercial recreation; indoor and outdoor, not otherwise listed
	j.	Bowling alley
	m(1).	Dining and entertainment establishment (see also section 9-4-103)
	n.	Theater; movie or drama, indoor only
	o.	Theater; movie or drama, including outdoor facilities
	q.	Circus, carnival, or fair, temporary only (see also section 9-4-103)
	s.	Athletic club; indoor only
	t.	Athletic club; indoor and outdoor facilities
<b>(7) Office/Financial/Medical</b>		
	a.	Office; professional and business, not otherwise listed
	b.	Operation/processing center
	c.	Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
	d.	Bank, savings and loans or other savings or investment institutions
	e.	Medical, dental, ophthalmology or similar clinic, not otherwise listed
	f.	Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
	g.	Catalogue processing center
<b>(8) Services</b>		
	c.	Funeral home

	e.	Barber or beauty salon
	f.	Manicure, pedicure or facial salon
	n.	Auditorium
	o.	Church or place of worship (see also section 9-4-103)
	q.	Museum
	r.	Art gallery
	s.	Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
	u.	Art studio including art and supply sales
	v.	Photography studio including photo and supply sales
	y.	TV and/or radio broadcast facilities, including receiving and transmission equipment and towers or cellular telephone and wireless communication towers
	z.	Printing or publishing service including graphic art, maps, newspapers, magazines and books
	aa.	Catering service including food preparation (see also restaurant; conventional and fast food)
	bb.	Civic organizations
	cc.	Trade or business organizations
	hh.	Exercise and weight loss studio; indoor only
	kk.	Launderette; household users
	ll.	Dry cleaners; household users
	mm.	Commercial laundries; linen supply
	oo.	Clothes alteration or shoe repair shop
	pp.	Automobile wash
(9) Repair		
	b.	Minor repair; as an accessory or principal use
	c.	Upholsterer; automobile, truck, boat, or other vehicle, trailer or van
	d.	Upholsterer; furniture
	f.	Appliance; household and office equipment 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.	Wine shop; including on-premise consumption (see also section 9-4-103)
	d.	Pharmacy
	e.	Convenience store (see also gasoline sales)
	f.	Office and school supply, equipment sales
	g.	Fish market; excluding processing or packing
	h.	Restaurant; conventional
	i.	Restaurant; fast food

k.	Medical supply sales and rental of medically-related products including uniforms and related accessories
l.	Electronic; stereo, radio, computer, TV, etc... sales and accessory repair
m.	Appliance; household use, sales and accessory repair, excluding outside storage
o.	Appliance; household, commercial or industrial use, sales and accessory repair, including outside storage
p.	Furniture and home furnishing sales not otherwise listed
q.	Floor covering, carpet and wall covering sales
r.	Antique sales, excluding vehicles
s.	Book or card store, news stand
t.	Hobby or craft shop
u.	Pet shop (see also animal boarding; outside facility)
v.	Video or music store; records, tape, CD and the like sales
w.	Florist
x.	Sporting goods sales and rental shop
y.	Auto part sales (see also major and minor repair)
aa.	Pawnbroker
bb.	Lawn and garden supply and household implement sales and accessory service
cc.	Farm supply and commercial implement sales
ee.	Christmas tree sales lot; temporary only (see also section 9-4-103)
<b>(11) Wholesale/Rental/Vehicle-Mobile Home Trade</b>	
a.	Wholesale; durable and nondurable goods, not otherwise listed
b.	Rental of home furniture, appliances or electronics and medically-related products (see also division (10k.))
c.	Rental of clothes and accessories; formal wear, and the like
d.	Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
e.	Rental of tractors and/or trailers, or other commercial or industrial vehicles or machinery
f.	Automobiles, truck, recreational vehicle, motorcycles and boats sales and services (see also major and minor repair)
g.	Mobile home sales including accessory mobile home office
<b>(12) Construction</b>	
b.	Licensed contractor; general electrical, plumbing, mechanical, etc... including outside storage
c.	Construction office; temporary, including modular office (see also section 9-4-103)
e.	Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outdoor sales
f.	Hardware store
<b>(13) Transportation</b>	
c.	Taxi or limousine service



	e.	Parcel delivery service
	f.	Ambulance service
	h.	Parking lot or structure; principal use
(14) Manufacturing/Warehousing		
	a.	Ice plant and freezer lockers
	b.	Dairy; production, storage, and shipment facilities
	c.	Bakery; production, storage, and shipment facilities
	g.	Cabinet, woodwork or frame shop; excluding furniture manufacturing or upholstery
	h.	Engraving; metal, glass or wood
	i.	Moving and storage of nonhazardous materials; excluding outside storage
	k.	Mini-storage warehouse, household; excluding outside storage
	m.	Warehouse; accessory to approved commercial or industrial uses within the district; excluding outside storage
	u.	Tire recapping or retreading plant
(15) Other Activities (not otherwise listed - all categories) - None		
<b>CH (HEAVY COMMERCIAL) - SPECIAL USES</b>		
(1) General - None		
(2) Residential		
	i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
	j.	Residential quarters for resident manager, supervisor or caretaker; including mobile home
(3) Home Occupations - None		
(4) Governmental - None		
(5) Agricultural/Mining		
	k.	Sand mining
	m.	Beekeeping; major use
(6) Recreational/Entertainment		
	d.	Game center
	l.	Billiard parlor or pool hall
	m.	Public or private club
	r.	Adult uses
	u.	Internet sweepstakes business (see also section 9-4-103)
(7) Office/Financial/Medical - None		
(8) Services		
	a.	Child day care facilities
	b.	Adult day care facilities
	l.	Convention center; private
	dd.	Massage establishment
	ff(1).	Mental health, emotional or physical rehabilitation day program facility
(9) Repair		
	a.	Major repair; as an accessory or principal use
(10) Retail Trade		

j.	Restaurant and/or dining and entertainment establishment; regulated outdoor activities
n.	Appliance; commercial use, sales and accessory repair; excluding outside storage
z.	Flea market
ff.	Tobacco shop (Class 1) (see also section 9-4-103)
gg.	Tobacco shop (Class 2) (see also section 9-4-103)
hh.	Hookah café (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing	
d.	Stone or monument cutting, engraving
j.	Moving and storage; including outside storage
l.	Warehouse or mini-storage warehouse, commercial or industrial; including outside storage
y.	Recycling collection station or facilities
(15) Other Activities (not otherwise listed - all categories)	
a.	Other activities; personal services not otherwise listed
b.	Other activities; professional services not otherwise listed
c.	Other activities; commercial services not otherwise listed
d.	Other activities; retail sales not otherwise listed

## 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 CHART

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

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





## City of Greenville, North Carolina

Meeting Date: 10/11/2018  
Time: 6:00 PM

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### **Title of Item:**

Ordinance requested by Kenneth and Christine Lloyd, Sr. to rezone 1.2870 acres located along the eastern right-of-way of Watauga Avenue and 130+/- feet south of Farmville Boulevard from R6 (Residential [High Density Multi-family]) to CH (Heavy Commercial)

### **Explanation:**

**Abstract:** The City has received a request by Kenneth and Christine Lloyd, Sr. to rezone 1.2870 acres located along the eastern right-of-way of Watauga Avenue and 130+/- feet south of Farmville Boulevard from R6 (Residential [High Density Multi-family]) to CH (Heavy Commercial).

### **Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on September 4, 2018.

On-site sign(s) posted on September 4, 2018.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on September 25, 2018.

Public hearing legal advertisement published on October 1 and 8, 2018.

### **Comprehensive Plan:**

The Future Land Use and Character Map recommends commercial at the southeastern corner of the intersection of Farmville Boulevard and Watauga Avenue transitioning to mixed use along the right-of-way of Farmville Boulevard to West 14th Avenue. Uptown Neighborhood is recommended for the area south of Farmville Boulevard and bounded by Paris Avenue, Myrtle Street, and Line Avenue.

### **Commercial**

- Primarily community- and regional-scale commercial development situated near and along major roadway corridors. Existing development is characterized by buildings set back from streets behind surface parking. That existing pattern should evolve to

become more walkable with shorter blocks, buildings near streets, shared parking, and connections to surrounding development.

Intent:

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

Primary uses:

Commercial (small and large format)

Office

Secondary uses:

Institutional/civic

### Mixed Use

Small-scale activity centers that contain places to live, work, and shop integrated in a walkable pattern. Mixed use buildings are located close together and near the street. Buildings tend to be smaller than mixed use, high intensity (MUHI), supporting primarily locally-oriented uses and serving as a transition in intensity to nearby neighborhoods.

Intent:

- Vertical mixed use buildings (residential or office above commercial) as well as various single-use buildings that are integrated in a walkable street pattern
- Accommodate parking on-street, behind or to one side of buildings, or in parking structures; limit curb cuts that break main pedestrian ways; wrap parking structures with other uses or decorative elements; light parking well for safety
- Provide pedestrian and vehicular connection to surrounding development

Primary uses:

Office

Commercial

Multi-family residential

Secondary uses:

Institutional/civic

### Uptown Neighborhood

Uptown neighborhood is a primarily residential area surrounding the uptown core and uptown edge. It features a grid street pattern and mix of residential building types on small lots, with some commercial, office and civic uses.

Intent:

- Improve/maintain streetscape features such as consistent sidewalks, street trees, and lighting
- Introduce neighborhood-scale commercial centers at key intersections
- Address blight/property maintenance
- Address historic preservation efforts

Primary uses:

Single-family residential

Two-family residential

Secondary uses:

Multi-family residential

Commercial (neighborhood scale)

Institutional/civic (neighborhood scale)

The subject property is located in the West Greenville Revitalization Area (2005).

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

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 1,465 trips to and from the site on Farmville Boulevard, which is a net increase of 1,385 additional trips per day.

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

**History/Background:**

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

**Existing Land Uses:**

Vacant

**Water/Sewer:**

Water and sanitary sewer are available to the property.

**Historic Sites:**

There are no known effects on the designated properties.

**Environmental Conditions/Constraints:**

The property is located in the Harris Mill Run / Schoolhouse Branch Watershed. Since the property is less than 0.5 acres, stormwater rules will not apply. If stormwater rules apply, 10-year detention would be required. Since it is located in

the West Greenville Revitalization Area, it is exempt from water quality requirements.

**Surrounding Land Uses and Zoning:**

North: CH - Six (6) vacant lots (under common ownership of the applicant)

South: R6 - Selvia Free Will Baptist Church

East: R6 - Two (2) single-family residences and three (3) vacant lots

West: R6 - Mt. Calvary Free Will Baptist church, two (2) single-family residences and one (1) vacant lot

**Density Estimates:**

Under the current zoning, the site could accommodate 6 duplexes (12 units).

Under the proposed zoning, the site could accommodate 11,150 square feet of commercial space (2,000 sq. ft. restaurant with drive-thru, 2,050 sq. ft. restaurant [no drive-thru] 3,000 personal services, and 4,100 sq. ft. retail.

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

**Additional Staff Comments:**

Under North Carolina General Statutes 160A-383, effective October 1, 2017, if the governing board wishes to approve a rezoning request that is not in compliance with the adopted comprehensive plan, then a statement is required that the action taken is reasonable and in the public interest (See (3) b. and c.). This action will also amend the Future Land Use and Character Map for the subject property (See (3) a.).

160A-383 Purposes in view.

- (a) Zoning regulations shall be made in accordance with a comprehensive plan.
- (b) Prior to adopting or rejecting any zoning amendment, the governing board shall adopt one of the following statements which shall not be subject to judicial review

- (1) A statement approving the zoning amendment and describing its consistency with an adopted comprehensive plan and why the action taken is reasonable and in the public interest.
- (2) A statement rejecting the zoning amendment and describing its inconsistency with an adopted comprehensive plan and explaining why the action taken is reasonable and in the public interest.
- (3) A statement approving the zoning amendment and containing at least all of the following:

- a. A declaration that the approval is also deemed an amendment to the comprehensive plan. The governing board shall not require any



additional request or application for amendment to the comprehensive plan.

b. An explanation of the change in conditions the governing board took into account in amending the zoning ordinance to meet the development needs of the community.

c. Why the action taken is reasonable and in the public interest.

**Fiscal Note:** No cost to the City.

**Recommendation:** In staff's opinion, the request is not in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Therefore, staff recommends denial due to the requested commercial encroaches into the residential area and exceeds the intended neighborhood scale.

"Not in compliance with the comprehensive plan" should be construed as meaning the requested zoning (i) is specifically noncompliant with plan objectives and recommendations including the range of allowable uses in the proposed zone, etc... and/or is of a scale, dimension, configuration or location that is not objectively in keeping with plan intent and (ii) does not promote or preserve the desired urban form. The requested zoning is considered undesirable and not in the public interest, and staff recommends denial of the requested rezoning.

The Planning and Zoning Commission voted unanimously to deny the request at its September 18, 2018 meeting.

If the City Council determines to approve the zoning map amendment, a motion to adopt the attached zoning map amendment 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. This action will amend the Future Land Use and Character Map for the subject property.

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

Motion to deny the request to rezone and to make a finding and determination that the rezoning request is inconsistent with the adopted comprehensive plan including, but not limited to, Policy 1.1.1 guide development with the Future Land Use and Character Map and Policy 1.1.6 guide development using the Tiered Growth Approach, and further that the denial of the rezoning request is reasonable and in the public interest due to the rezoning request does not promote, in addition to the furtherance of other goals and objectives, the safety and general welfare of the

community because the requested zoning is not consistent with the recommended Future Land Use and Character designation.

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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**ATTACHMENTS:**

- ❑ **Ordinance\_-Kenneth\_and\_Christine\_Lloyd\_1089210**
- ❑ **Minutes\_-Kenneth\_and\_Christine\_Lloyd\_1088223**
- ❑ **Attachments**

ORDINANCE NO. 18-  
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 AND AMENDING  
HORIZONS 2026: GREENVILLE'S COMMUNITY PLAN

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 the 11<sup>th</sup> day of October, 2018, at 6:00 p.m., in the Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning and amending the Future Land Use Character and Map designation for the following described territory;

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

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance zoning the following described property is reasonable and in the public interest due by encouraging the most appropriate use of land;

WHEREAS, as a further explanation as to why the action taken is reasonable and in the public interest in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance will, in addition to the furtherance of other goals and objectives, promote the safety and general welfare of the community because the requested zoning encourages the most appropriate use of land that allows for the development needs of the community and is located in a Preferred Growth Area;

WHEREAS, the Horizons 2026: Greenville's Community Plan was adopted on September 8, 2016, by the City Council by the adoption of Ordinance No. 15-055 and includes text and a Future Land Use and Character Map;

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

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, this ordinance is deemed an amendment to 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 R6 (Residential) to CH (Heavy Commercial).

TO WIT: Kenneth and Christine Lloyd, Sr.

LOCATION: Located along the eastern right-of-way of Watauga Avenue and 130+/- feet south of Farmville Boulevard.

DESCRIPTION: Being those certain lots or parcels of land lying and being situate in the city of Greenville, Greenville Township, Pitt County, North Carolina, being bounded on the north by the properties of Kenneth M. Lloyd, Sr. and Christine Lloyd, on the east by the property of Sheila Moore, Manhattan Avenue and the properties of Lenon Jenkins, Jr., on the south by Halifax Street, on the west by Watauga Avenue and being more particularly described as follows:

Commencing at NC Geodetic Survey Monument "Greenville" having NC grid coordinates of N=207864.207 meters and E=755397.423 meters (NAD83(2001)); thence S 71°37'33"W 755.64 feet to NC Geodetic Survey Monument "Lupton" having NC grid coordinates of N=207791.646 meters and E=755178.969 meters (NAD83(2001)); thence S 21°00'55"E 1816.31 feet to an existing P.K. nail on the south right of way line of Farmville Boulevard; thence with the south right of way line of Farmville Boulevard S 10°53'45"W 31.79 feet to an "X" chiseled in concrete on the east right of way line of Line Avenue; thence with said east right of way line of Line Avenue S 47°58'11"W 29.99 feet to an "X" chiseled in concrete on the northeast right of way line of Watauga Avenue; thence with the northeast right of way line of Watauga Avenue S 35°24'20"E 156.97 feet to an existing iron pipe located at the south corner of the property of Kenneth M. Lloyd, Sr. and Christine Lloyd as described in Deed Book 2686, Page 109 of the Pitt County Registry having NC grid coordinates of N=207220.284 meters and E=755396.578 meters (NAD83(2001)) and being the POINT OF BEGINNING; thence from said beginning point so established along the southeast line of said Lloyd property N 54°16'09"E 149.36 feet to an existing iron pipe at the western corner of the property of Sheila Moore as described in Deed Book 1893, Page 47 of the Pitt County Registry; thence with said Moore southwest line S 35°38'59"E 74.41 feet to an iron pipe set at the Moore southern corner; thence with said Moore southeast line N 54°27'06"E 150.47 feet to an iron pipe set at said Moore eastern corner on the southwest right of way line of Manhattan Avenue; thence with the southwest right of way line of Manhattan Avenue S 35°45'01"E 74.89 feet to an existing iron pipe at the northern corner of the property of Lenon Jenkins, Jr. as described in Deed Book S-50, Page 539 of the Pitt County Registry; thence with said Jenkins northwest line S 54°49'15"W 150.58 feet to an existing iron pipe at the Jenkins western corner; thence with the southwest line of the Jenkins property S 35°36'46"E 50.08 feet to an existing iron pipe; thence continuing with the southwest line of the aforementioned Jenkins property and with the southeast line of another Jenkins property as described in Deed Book S-50, Page 541 of the Pitt County Registry S 35°38'59"E 100.88 feet to an iron pipe set on the northwest right of way line of Halifax Street; thence with said northwest right of way line of Halifax Street S 54°38'33"W 150.71 feet to an existing iron pipe at the northern corner of the intersection of the rights of way of Halifax Street and Watauga Avenue; thence with the northeast right of way line of Watauga Avenue N 35°26'04"W 99.84 feet to an existing iron pipe; thence continuing with said northeast right of way line of Watauga Avenue N 35°20'37" W 49.98 feet to an existing iron pipe; thence

continuing with said northeast right of way line of Watauga Avenue N 35°30'23"W 99.90 feet to an existing iron pipe; thence N 63°25'53"E 0.25 feet to a point on the northeast right of way line of Watauga Avenue as shown on NCDOT Highway plans for project number U-3315; thence with said northeast right of way line of Watauga Avenue as shown on the aforementioned NCDOT highway plans N 35°24'20"W 48.62 feet to the POINT OF BEGINNING containing 1.2870 acres and being Lots 1 through 6, 17 and a portion of Lot 16, Block Q of that subdivision entitled "Map Showing Property of E.B.-J.W. And J.S. Higgs" as recorded at Map Book 2, Page 180 of the Pitt County Registry. All distances in this description are horizontal field distances, no grid factor applied; the NC grid factor used for grid coordinate calculations is 0.99989431.

Section 2. The Future Land Use and Character Map is hereby amended by re-designating the "Uptown Neighborhood" category to the "Commercial" category for the area described in Section 1.

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 the Director of Community Development is directed to amend the Future Land Use and Character Map of the City of Greenville in accordance with this ordinance.

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

Section 6. That this ordinance shall become effective upon its adoption.

ADOPTED this 11<sup>th</sup> day of October, 2018.

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P. J. Connelly, Mayor

ATTEST:

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Carol L. Barwick, City Clerk

1089210

**Excerpt from the draft Planning & Zoning Commission Minutes (09/18/2018)**

ORDINANCE REQUESTED BY KENNETH AND CHRISTINE LLOYD, SR. TO REZONE 1.2870 ACRES LOCATED ALONG THE EASTERN RIGHT-OF-WAY OF WATAUGA AVENUE AND 130+/- FEET SOUTH OF FARMVILLE BOULEVARD FROM R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) TO CH (HEAVY COMMERCIAL) - DENIED

Ms. Gooby delineated the property. This request consists of 7 vacant parcels. There are two churches to the south, single-family residences and clusters of duplexes. There are vacant lots, too. This rezoning could generate a net increase of 1,385 trips per day. However, the grid street pattern will help with dispersing traffic in multiple directions. There are city- and DOT-owned properties in the vicinity. Since the property is located in the Greenville Revitalization area, the property is exempt from water quality buffer requirements. The property is zoned for residential. Under the commercial zoning, the site could accommodate 11,150 square feet of commercial space (2,000 sq. ft. restaurant with drive-thru, 2,050 sq. ft. restaurant [no drive-thru] 3,000 personal services, and 4,100 sq. ft. retail. The Future Land Use and Character Map recommends commercial at the corner of Farmville Boulevard and Watauga Avenue and mixed along the frontage of Farmville Boulevard. Uptown neighborhood is recommended to the south. It is described as a residential area with a grid street pattern with neighbor-scale commercial at key intersections. The primary uses are single-family and duplex development. In staff's opinion, the request is not in compliance with Horizons 2026: Greenville's Community Plan the Future Land Use and Character Map. Therefore, staff recommends denial due to the commercial zoning encroaching into the residential neighborhood and the amount of commercial is beyond the neighborhood scale.

Mr. Faison asked if staff met with the applicant about concerns with the request.

Ms. Gooby stated staff met with Mr. Spruill, Mr. Lloyd representative, concerning the amount of commercial that was requested and there were concerns about intrusion of commercial into the residential neighborhood.

Mr. Overton opened the public hearing.

Mr. Steve Spruill, Spruill & Associates, spoke in favor, representing the applicant. This rezoning would result in a more developable lot that would be added to the existing commercial property, which is 0.65 acres. The current commercial lot is owned by the applicant and is too small for development other than a convenience store.

Kenneth Lloyd, Sr., applicant, spoke in favor. The current amount of commercial property is too small to be developed except as a convenience store. It's less than an acre in size. He doesn't want to build a convenience store on the property. There was a convenience store before at this intersection and it was a problem. He bought the properties included in the rezoning in order to put something there that would be a positive for the community. He bought and removed the single-family homes because they were not fit for habitation.

Mr. Maxwell asked if Mr. Lloyd consulted with staff on the rezoning.

Mr. Lloyd stated there was originally a building on the corner that he renovated but was torn down as part of the 10<sup>th</sup> Street Connector project and that he lost some of his land too. That is why he purchased more property and is asking to rezone it to commercial to add to what property was left.

Mr. Robinson asked if he was compensated by DOT.

Mr. Lloyd stated yes.

Frank Morgan, 410 Manhattan Avenue, spoke in opposition. He is a longtime resident and there will be a lot of traffic from this request. He wants the property to remain residential.

Sheila Moore, 509 Manhattan Avenue, owns the remaining single-family home on the block, spoke in opposition. The neighborhood has been impacted by the 10<sup>th</sup> Street Connector project and the neighborhood has started to turnaround. A convenience store has already been there and it was trouble. Mr. Lloyd did tear down one of the houses that was in bad shape. This rezoning would not benefit the neighborhood.

Mr. Milton Riles, 504 Manhattan Avenue, bought his home many years ago. Commercial shouldn't be that far in the neighborhood.

Mr. Maxwell is concerned about the commercial encroaching into the residential neighborhood.

Mr. Faison doesn't understand why the applicant didn't choose another zoning option.

Mr. Overton closed the public hearing.

**Motion made by Mr. King, seconded by Mr. Robinson, to recommend denial of the proposed amendment to advise that it is not consistent with the Comprehensive Plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.**

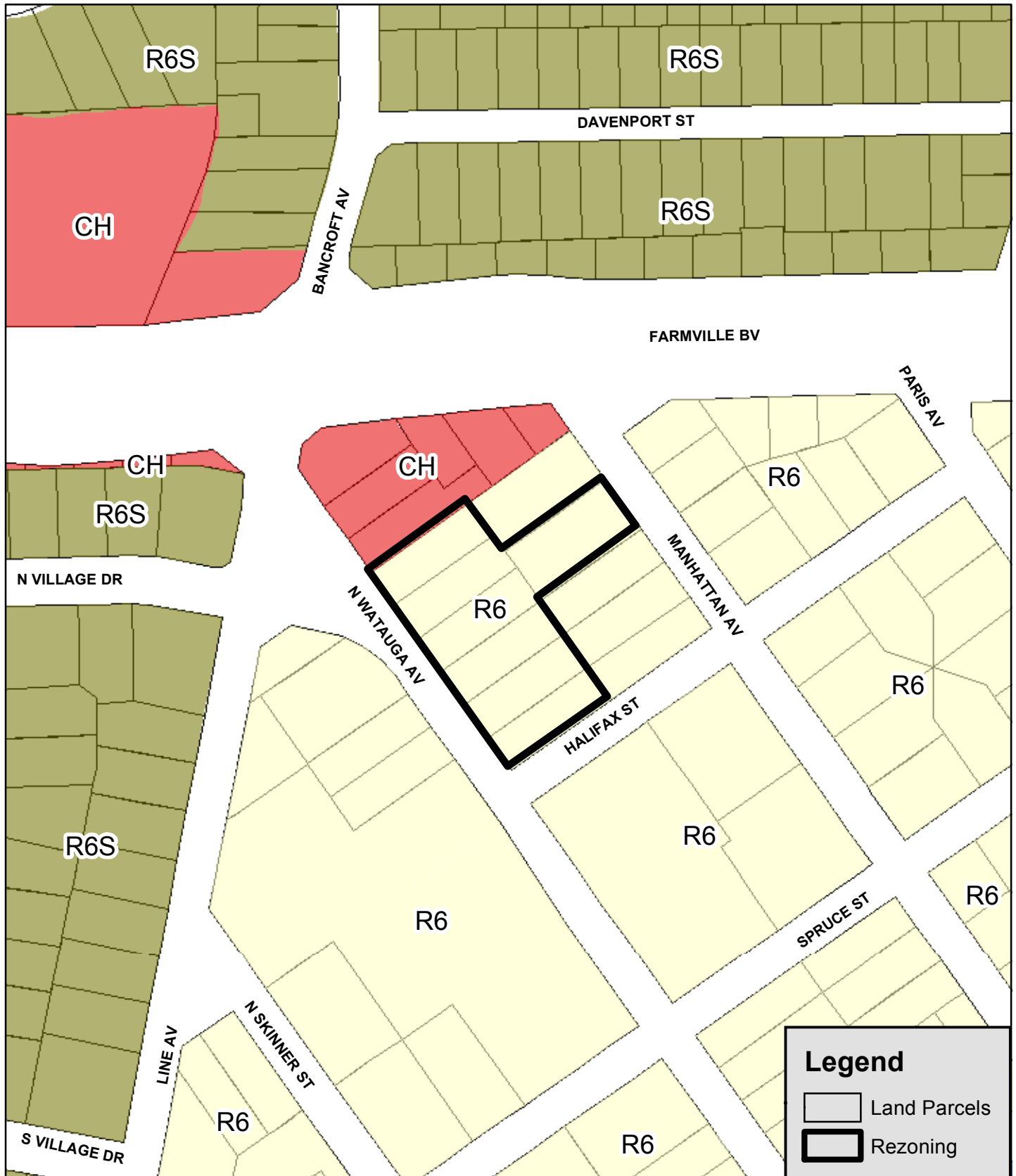
Kenneth and Christine Lloyd, Sr.

Acres: 1.2870

From: R6

To: CH

September 4, 2018





Kenneth and Christine Lloyd, Sr.

Acres: 1.2870

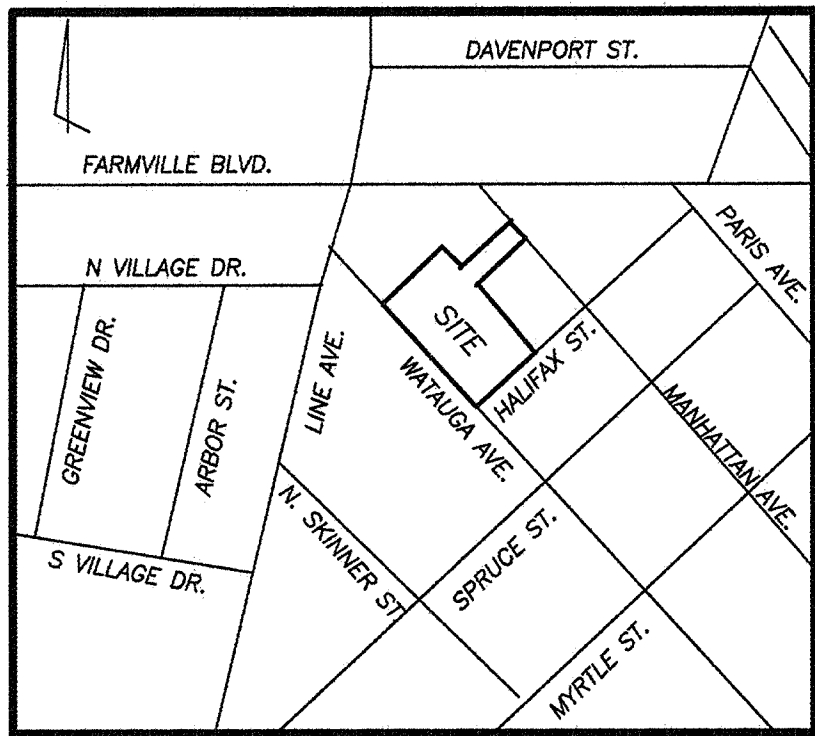
From: R6

To: CH

September 4, 2018







VICINITY MAP  
N.T.S.

- LEGEND**
- EXISTING IRON PIPE (EIP)
  - IRON PIPE SET
  - NO POINT SET
  - EXISTING P.K. NAIL
  - ⊠ "X" CHISELED IN CONCRETE
  - △ NCGS MONUMENT
  - 01234 TAX PARCEL NUMBER
  - R6 ZONING DESIGNATION
  - R/W RIGHT OF WAY

CHARLES H. CHERRY  
ESTATE FILE: 77-682  
**02661**  
R6S

**SUBJECT PROPERTY DEED REFERENCES**

TAX PARCEL NO.	DEED SOURCE OF TITLE	DEED TO NCDOT FOR EASEMENTS OR RIGHT OF WAY
21814	D.B. 3315, P. 37	NONE
21813	D.B. 3315, P. 37	D.B. 3096, P. 13
10856	D.B. 3320, P. 565	D.B. 3100, P. 473
05236	D.B. 3262, P. 672	D.B. 3068, P. 600
15718	D.B. 3358, P. 853	D.B. 3144, P. 97
05241	D.B. 3262, P. 672	D.B. 3068, P. 597
08803	D.B. 3421, P. 413	NONE

**TOTAL AREA: 1.2870 AC.**

**CURRENT ZONING: R6**  
**PROPOSED ZONING: CH**

REZONING REQUEST SURVEY FOR  
**KENNETH M. LLOYD, SR.**

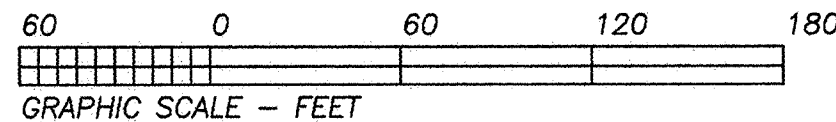
AND WIFE  
**CHRISTINE LLOYD**

LOTS 1 THROUGH 6, 17 & A PORTION OF 16  
BLOCK Q

E.B.-J.W. AND J.S. HIGGS SUBDIVISION  
CITY OF GREENVILLE

GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

DATE: AUGUST 20, 2018 SCALE: 1"= 60'



**Spruill & Associates Inc.**

2747 East Tenth Street  
Greenville, North Carolina 27858  
(252) 757-1200  
spruill@coastalnet.com

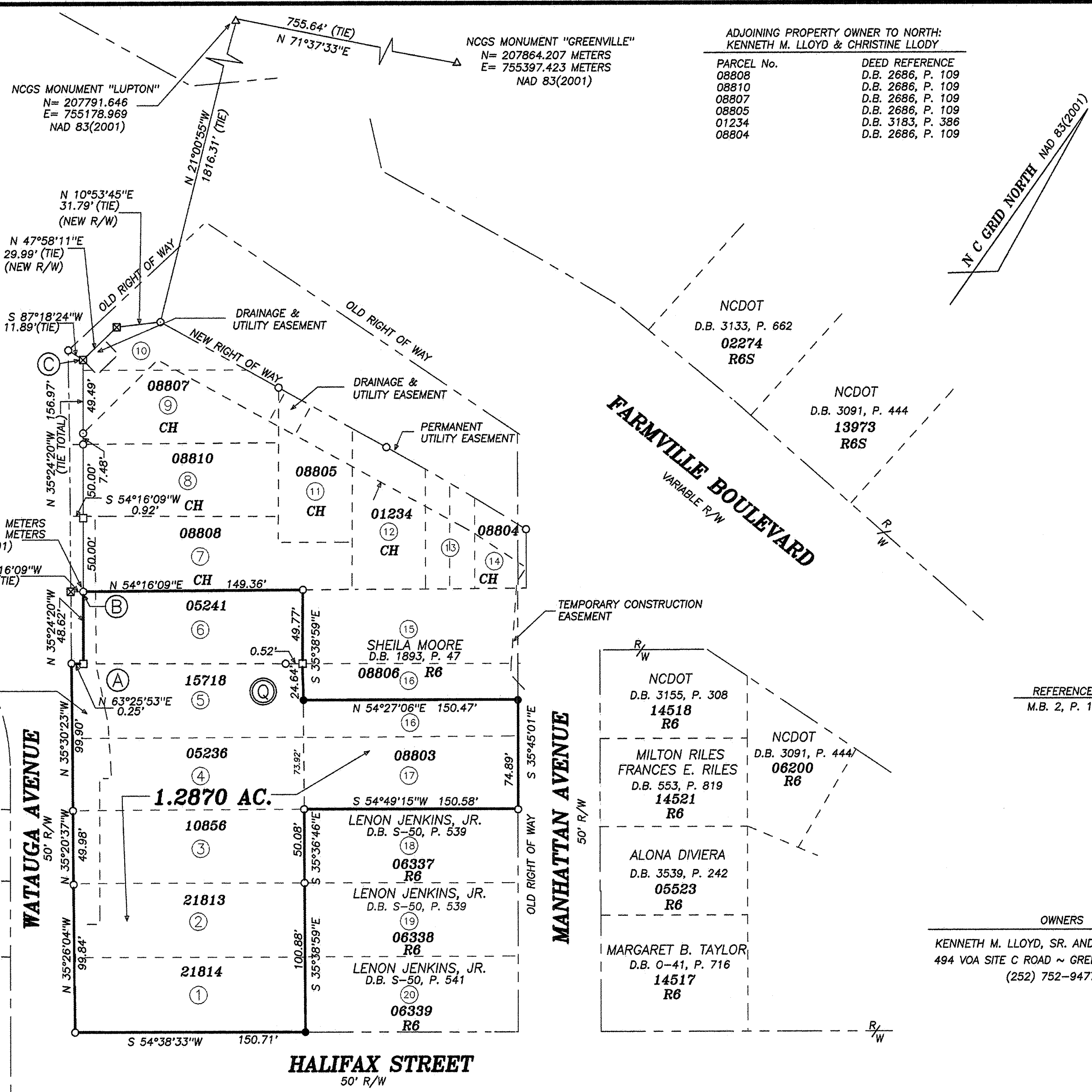
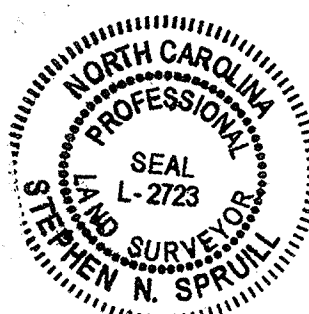


Firm No.  
C-978

STATE OF NORTH CAROLINA, PITT COUNTY

I, STEPHEN N. SPRUILL, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 21,765; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 30 DAY OF AUGUST 2018.

*Stephen N. Spruill*  
STEPHEN N. SPRUILL L-2723



ADJOINING PROPERTY OWNER TO NORTH:  
KENNETH M. LLOYD & CHRISTINE LLOYD

PARCEL No.	DEED REFERENCE
08808	D.B. 2686, P. 109
08810	D.B. 2686, P. 109
08807	D.B. 2686, P. 109
08805	D.B. 2686, P. 109
01234	D.B. 3183, P. 386
08804	D.B. 2686, P. 109

REFERENCES  
M.B. 2, P. 180

OWNERS  
KENNETH M. LLOYD, SR. AND CHRISTINE LLOYD  
494 VOA SITE C ROAD ~ GREENVILLE, NC 27834  
(252) 752-9477

- NOTES**
- THIS IS A REZONING REQUEST SURVEY OF PITT COUNTY TAX PARCELS 05241, 15718, 05236, 10856, 21813, 21814 AND 08803
  - AS PER FEMA FLOOD INSURANCE RATE MAPS 3720467700J AND 372467800J, BOTH DATED JANUARY 2, 2004, THESE PROPERTIES ARE NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA; LOCATED IN ZONE X UNSHADED
  - ALL DISTANCES ARE HORIZONTAL FIELD DISTANCES; NO GRID FACTOR APPLIED; THE NC GRID FACTOR USED FOR GRID COORDINATE CALCULATIONS IS 0.99989431
  - LINES FROM A-B-C ARE THE RIGHT OF WAY LINES OF WATAUGA AVENUE AS SHOWN ON NCDOT ROADWAY PLANS FOR PROJECT No. U-3315; NO RIGHT OF WAY AGREEMENT OF RECORD FOUND FOR THIS PORTION OF WATAUGA AV.

100.20R2

100.20R2

# REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

**Case No:** 18-24

**Applicant:** Kenneth and Christine Lloyd

**Property Information**

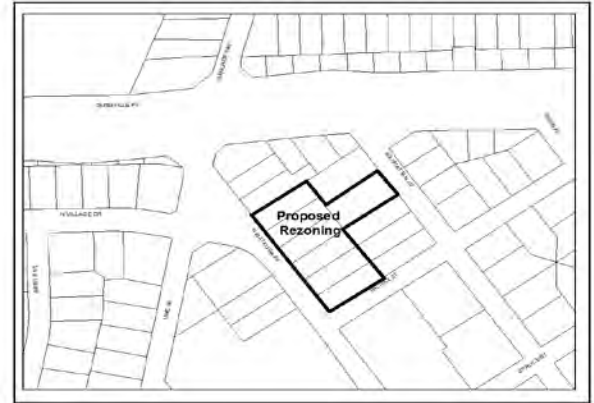
**Current Zoning:** R6 (Residential [High Density Multi-Family])

**Proposed Zoning:** CH (Heavy Commercial)

**Current Acreage:** 1.2868 acres

**Location:** Watauga Ave, south of Farmville Blvd

**Points of Access:** Farmville Blvd via Watauga Ave



**Location Map**

**Transportation Background Information**

**1.) Famville Blvd- State maintained**

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	4 lane - curb & gutter	4 lane with raised median
Right of way width (ft)	50	90
Speed Limit (mph)	35	no change
<b>Current ADT:</b>	14,565	
<b>Design ADT:</b>	30,000 vehicles/day (**)	34,300 vehicles/day (**)
<b>Controlled Access</b>	<b>No</b>	
<b>Thoroughfare Plan Status:</b>	Major Thoroughfare	

**Other Information:** There are sidewalks along Famville Blvd that service this property.

- Notes:**
- (\*) 2016 NCDOT count adjusted for a 2% annual growth rate
  - (\*\*) Traffic volume based an operating Level of Service D for existing geometric conditions
- ADT – Average Daily Traffic volume

**Transportation Improvement Program Status:**

**Trips generated by proposed use/change**

**Current Zoning: 80** -vehicle trips/day (\*)                      **Proposed Zoning: 1,465** -vehicle trips/day (\*)

**Estimated Net Change: increase of 1385 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 Famville Blvd are as follows:

**1.) Famville Blvd , West of Site (60%):**                      **“No build” ADT of 14,565**

Estimated ADT with Proposed Zoning (full build) – 15,444

Estimated ADT with Current Zoning (full build) – 14,613

**Net ADT change = 831 (6% increase)**

2.) Famville Blvd , East of Site (40%): "No build" ADT of 14,565

Estimated ADT with Proposed Zoning (full build) – 15,151

Estimated ADT with Current Zoning (full build) – 14,597

Net ADT change = 554 (4% increase)

### **Staff Findings/Recommendations**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 1465 trips to and from the site on Famville Blvd, which is a net increase of 1385 additional trips per day.

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

**EXISTING ZONING**

**R6 (RESIDENTIAL) - PERMITTED USES**

(1) General	
	a. Accessory use or building
	c. On-premise signs per Article N
(2) Residential	
	a. Single-family dwelling
	b. Two-family attached dwelling (duplex)
	b(1). Master Plan Community per Article J
	c. Multi-family development per Article I
	f. Residential cluster development per Article M
	k. Family care homes (see also 9-4-103)
	q. Room renting
(3) Home Occupations - None	
(4) Governmental	
	b. City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
	a. Farming; agricultural, horticulture, forestry (see also section 9-4-103)
	l. Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
	f. Public park or recreational facility
	g. Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None	
(8) Services	
	o. Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
	c. Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
<b>R6 (RESIDENTIAL) - SPECIAL USES</b>	
(1) General - None	
(2) Residential	
	d. Land use intensity multi-family (LUI) development rating 50 per Article K
	e. Land use intensity multi-family (LUI) development rating 67 per Article K
	l. Group care facility
	n. Retirement center or home
	o(1). Nursing, convalescent or maternity home; minor care facility
	p. Board or rooming house
	r. Fraternity or sorority house
(3) Home Occupations	
	a. Home occupation; not otherwise listed
	b. Home occupation; barber and beauty shop

	c. Home occupation; manicure, pedicure or facial salon
(4) Governmental	
	a. Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment	
	a. Golf course; 18-hole regulation length (see also section 9-4-103)
	a(1). Golf course; 9-hole regulation length (see also section 9-4-103)
	c(1). Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None	
(8) Services	
	a. Child day care facilities
	b. Adult day care facilities
	d. Cemetery
	g. School; junior and senior high (see also section 9-4-103)
	h. School; elementary (see also section 9-4-103)
	i. School; nursery and kindergarten (see also section 9-4-103)
	m. Multi-purpose center
	t. Guest house for a college or other institution of higher learning
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
<b>PROPOSED ZONING</b>	
<b>CH (HEAVY COMMERCIAL) - PERMITTED USES</b>	
(1) General	
	a. Accessory use or building
	b. Internal service facilities
	c. On-premise signs per Article N
	d. Off-premise signs per Article N
	e. Temporary uses; of listed district uses
	f. Retail sales; incidental
	g. Incidental assembly of products sold at retail or wholesale as an accessory to principal uses
(2) Residential - None	
(3) Home Occupations - None	
(4) Governmental	
	a. Public utility building or use
	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
	e. County government operation center
	g. Liquor store, state ABC

(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
b.	Greenhouse or plant nursery; including accessory sales
d.	Farmers market
e.	Kennel (see also section 9-4-103)
h.	Animal boarding not otherwise listed; outside facility, as an accessory or principal use
l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
b.	Golf course; par three
c.	Golf driving range
c(1).	Tennis club; indoor and outdoor facilities
e.	Miniature golf or putt-putt course
f.	Public park or recreational facility
h.	Commercial recreation; indoor only, not otherwise listed
i.	Commercial recreation; indoor and outdoor, not otherwise listed
j.	Bowling alley
m(1).	Dining and entertainment establishment (see also section 9-4-103)
n.	Theater; movie or drama, indoor only
o.	Theater; movie or drama, including outdoor facilities
q.	Circus, carnival, or fair, temporary only (see also section 9-4-103)
s.	Athletic club; indoor only
t.	Athletic club; indoor and outdoor facilities
(7) Office/Financial/Medical	
a.	Office; professional and business, not otherwise listed
b.	Operation/processing center
c.	Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
d.	Bank, savings and loans or other savings or investment institutions
e.	Medical, dental, ophthalmology or similar clinic, not otherwise listed
f.	Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
g.	Catalogue processing center
(8) Services	
c.	Funeral home
e.	Barber or beauty salon
f.	Manicure, pedicure or facial salon
n.	Auditorium
o.	Church or place of worship (see also section 9-4-103)
q.	Museum
r.	Art gallery
s.	Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
u.	Art studio including art and supply sales
v.	Photography studio including photo and supply sales
y.	TV and/or radio broadcast facilities, including receiving and transmission equipment and



z.	Printing or publishing service including graphic art, maps, newspapers, magazines and books
aa.	Catering service including food preparation (see also restaurant; conventional and fast food)
bb.	Civic organizations
cc.	Trade or business organizations
hh.	Exercise and weight loss studio; indoor only
kk.	Launderette; household users
ll.	Dry cleaners; household users
mm.	Commercial laundries; linen supply
oo.	Clothes alteration or shoe repair shop
pp.	Automobile wash
(9) Repair	
b.	Minor repair; as an accessory or principal use
c.	Upholsterer; automobile, truck, boat, or other vehicle, trailer or van
d.	Upholsterer; furniture
f.	Appliance; household and office equipment 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.	Wine shop; including on-premise consumption (see also section 9-4-103)
d.	Pharmacy
e.	Convenience store (see also gasoline sales)
f.	Office and school supply, equipment sales
g.	Fish market; excluding processing or packing
h.	Restaurant; conventional
i.	Restaurant; fast food
k.	Medical supply sales and rental of medically-related products including uniforms and related accessories
l.	Electronic; stereo, radio, computer, TV, etc... sales and accessory repair
m.	Appliance; household use, sales and accessory repair, excluding outside storage
o.	Appliance; household, commercial or industrial use, sales and accessory repair, including outside storage
p.	Furniture and home furnishing sales not otherwise listed
q.	Floor covering, carpet and wall covering sales
r.	Antique sales, excluding vehicles
s.	Book or card store, news stand
t.	Hobby or craft shop
u.	Pet shop (see also animal boarding; outside facility)
v.	Video or music store; records, tape, CD and the like sales
w.	Florist
x.	Sporting goods sales and rental shop
y.	Auto part sales (see also major and minor repair)
aa.	Pawnbroker
bb.	Lawn and garden supply and household implement sales and accessory service

cc.	Farm supply and commercial implement sales
ee.	Christmas tree sales lot; temporary only (see also section 9-4-103)
<b>(11) Wholesale/Rental/Vehicle-Mobile Home Trade</b>	
a.	Wholesale; durable and nondurable goods, not otherwise listed
b.	Rental of home furniture, appliances or electronics and medically-related products (see also division (10k.))
c.	Rental of clothes and accessories; formal wear, and the like
d.	Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
e.	Rental of tractors and/or trailers, or other commercial or industrial vehicles or machinery
f.	Automobiles, truck, recreational vehicle, motorcycles and boats sales and services (see also major and minor repair)
g.	Mobile home sales including accessory mobile home office
<b>(12) Construction</b>	
b.	Licensed contractor; general electrical, plumbing, mechanical, etc... including outside storage
c.	Construction office; temporary, including modular office (see also section 9-4-103)
e.	Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outdoor sales
f.	Hardware store
<b>(13) Transportation</b>	
c.	Taxi or limousine service
e.	Parcel delivery service
f.	Ambulance service
h.	Parking lot or structure; principal use
<b>(14) Manufacturing/Warehousing</b>	
a.	Ice plant and freezer lockers
b.	Dairy; production, storage, and shipment facilities
c.	Bakery; production, storage, and shipment facilities
g.	Cabinet, woodwork or frame shop; excluding furniture manufacturing or upholstery
h.	Engraving; metal, glass or wood
i.	Moving and storage of nonhazardous materials; excluding outside storage
k.	Mini-storage warehouse, household; excluding outside storage
m.	Warehouse; accessory to approved commercial or industrial uses within the district; excluding outside storage
u.	Tire recapping or retreading plant
<b>(15) Other Activities (not otherwise listed - all categories) - None</b>	
<b>CH (HEAVY COMMERCIAL) - SPECIAL USES</b>	
<b>(1) General - None</b>	
<b>(2) Residential</b>	
i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
j.	Residential quarters for resident manager, supervisor or caretaker; including mobile home

(3) Home Occupations - None	
(4) Governmental - None	
(5) Agricultural/Mining	
m.	Beekeeping; major use
(6) Recreational/Entertainment	
d.	Game center
l.	Billiard parlor or pool hall
m.	Public or private club
r.	Adult uses
u.	Internet sweepstakes business (see also section 9-4-103)
(7) Office/Financial/Medical - None	
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
l.	Convention center; private
dd.	Massage establishment
ff(1).	Mental health, emotional or physical rehabilitation day program facility
(9) Repair	
a.	Major repair; as an accessory or principal use
(10) Retail Trade	
j.	Restaurant and/or dining and entertainment establishment; regulated outdoor activities
n.	Appliance; commercial use, sales and accessory repair; excluding outside storage
z.	Flea market
ff.	Tobacco shop (Class 1) (see also section 9-4-103)
gg.	Tobacco shop (Class 2) (see also section 9-4-103)
hh.	Hookah café (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing	
d.	Stone or monument cutting, engraving
j.	Moving and storage; including outside storage
l.	Warehouse or mini-storage warehouse, commercial or industrial; including outside storage
y.	Recycling collection station or facilities
(15) Other Activities (not otherwise listed - all categories)	
a.	Other activities; personal services not otherwise listed
b.	Other activities; professional services not otherwise listed
c.	Other activities; commercial services not otherwise listed
d.	Other activities; retail sales not otherwise listed

## 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 CHART

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

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





## City of Greenville, North Carolina

Meeting Date: 10/11/2018  
Time: 6:00 PM

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**Title of Item:**

Ordinance requested by Mr. Steve Janowski, P.E., of Rivers and Associates, Inc. to amend the Water Supply Watershed (WS) Overlay District Standards in Sec. 9-4-197 of the Zoning Ordinance

**Explanation:**

**Abstract:** The City of Greenville received a text amendment application from Mr. Steve Janowski, P.E., of Rivers and Associates, Inc. to amend the Water Supply Watershed (WS) Overlay District Standards in Sec. 9-4-197.

\*This item was continued from the September 13, 2018 City Council meeting.

**Explanation:** The City of Greenville received a text amendment application from Mr. Steve Janowski, P.E., of Rivers and Associates, Inc. that proposes amendments to the zoning ordinance's Water Supply Watershed (WS) Overlay District Standards in Sec. 9-4-197.

Engineers from the City's Public Works Department, Engineering Division met with the applicant, conferred with the State of North Carolina, and drafted revised regulations in response to Mr. Janowski's original application. Mr. Janowski accepted to substitute his original text amendments with the Engineering Division's recommended changes.

The proposed text amendments (Exhibit A) illustrates the proposed amendments City staff and the applicant are in agreement to put forward for the City Council's consideration. Existing language proposed to be deleted is denoted with stricken text, and new language proposed to be added is denoted with underlined text. This application proposes revisions to make the City of Greenville ordinance current with State law while updating the regulations so that they are more enforceable for City staff.

Map 1, Water Supply Watershed Overlay, identifies the location of the Overlay District in the northwestern portion of the City of Greenville's Extraterritorial Jurisdiction (ETJ) subject to existing standards and proposed amendments. The map

illustrates the critical areas in red shading and the protected areas in blue shading referenced in Sec. 9-4-197(C).

Maps 2 and 3 show the subject area of the overlay at a larger scale. Map 2, Zoning Districts in Water Supply Watershed Overlay Areas, identifies the location of the Overlay District (red cross-hatched lines for critical areas and blue cross-hatched lines for protected areas) over the Zoning Map. The existing zoning in this area primarily allows low-density development.

Map 3, Future Land Use in Water Supply Watershed Overlay Areas, identifies the location of the Overlay District (red cross-hatched lines for critical areas and blue cross-hatched lines for protected areas) over the Future Land Use and Character Map from Horizons 2026: Greenville's Community Plan. The Future Land Use designation in the critical area is PCOS (Protected Conservation and Open Space). The Future Land Use designation in the protected area ranges from PCOS (Protected Conservation and Open Space) up to TNMH (Traditional Neighborhood, Medium to High Density) in several locations and MU (Mixed Use) at the northwestern boundary of the ETJ. Adoption of this zoning ordinance text amendment would allow the option for high-density development to occur in certain areas within the Water Supply Watershed Overlay's protected area while requiring on-site stormwater facilities, which are currently not required for low-density development options.

In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with the following adopted policies in Horizons 2026: Greenville's Community Plan.

Chapter 5, Creating Complete Neighborhoods, Goal 5.4. Neighborhoods that Coexist with Nature

*Policy 5.4.2. Retain Existing Topography as Land is Developed  
Promote neighborhood designs that work with the existing topography.  
Discourage projects that rely heavily on making grade adjustments, including so-called cut-and-fill projects that level the heights of a site to fill the lowlands, creating a flat plain for construction. Preserving existing hydrology protects the watershed and reduces stormwater hazards.*

Chapter 6, Fostering a Resilient City, Goal 6.1. Environmental Conservation

*Policy 6.1.3. Preserve Natural Infrastructure  
Preserve valued open space in floodplains and other environmentally-sensitive areas through regulations including overlay districts, incentives, conservation easements, and/or public acquisition. Conserve and grow contiguous forests.*



**Fiscal Note:**

Adoption of this ordinance will increase the number of reviews the Public Works Department, Engineering Division will conduct in the Water Supply Watershed Overlay.

**Recommendation:**

In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with Horizons 2026: Greenville's Community Plan. Therefore, staff recommends approval.

The Planning and Zoning Commission unanimously voted to recommend approval of the request at its August 21, 2018 meeting.

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

"Motion to deny the requested text amendment, to make a finding and determination that the required text amendment is inconsistent with the comprehensive plan or other applicable plans, including but not limited to the following: Horizons 2026: Greenville's Community Plan, Chapter 6, Fostering a Resilient City, Goal 6.1. Environmental Conservation, Policy 6.1.3. Preserve the natural infrastructure to: preserve valued open space in floodplains and other environmentally-sensitive areas through regulations including overlay districts, incentives, conservation easements, and/or public acquisition; and conserve and grow contiguous forests."



ATTACHMENTS:

- ❑ **Ordinance\_- Water\_Supply\_Amendment\_1087134**
- ❑ **Minutes\_- Water\_Supply\_amendment\_1090750**
- ❑ **Attachments**

ORDINANCE NO. 18-  
AN ORDINANCE AMENDING THE ZONING ORDINANCE  
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 October 11, 2018, at 6:00 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 amending the City Code; and

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of the ordinance involving the text amendment is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance involving the text amendment is reasonable and in the public interest due to its consistency with the comprehensive plan and other officially adopted plans that are applicable and, as a result, its furtherance of the goals and objectives of the comprehensive plan and other officially adopted plans that are applicable;

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, Horizons 2026: Greenville's Community Plan, Chapter 6, Fostering a Resilient City, Goal 6.1. Environmental Conservation, Policy 6.1.3. Preserve the natural infrastructure to: preserve valued open space in floodplains and other environmentally-sensitive areas through regulations including overlay districts, incentives, conservation easements, and/or public acquisition; and conserve and grow contiguous forests;

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

Section 1: That Title 9, Chapter 4, Article L, Section 9-4-197(E), of the City Code is hereby amended by adding subsection (4) so that it shall read as follows:

(4) Additional exclusions as defined in 15A NCAC 02B.0624(3).

Section 2: That Title 9, Chapter 4, Article L, Section 9-4-197(F), of the City Code is hereby amended by rewriting subsection (1) so that it shall read as follows:

(1) The City Engineer or his or her designated representative is hereby authorized to issue certificates of watershed protection compliance for activities subject to this section.

Section 3: That Title 9, Chapter 4, Article L, Section 9-4-197(F), of the City Code is



designated by the City Council as its agent for the enforcement of these regulations.

Section 5: That Title 9, Chapter 4, Article L, Section 9-4-197(H)(2), of the City Code is hereby amended by rewriting so that it shall read as follows:

(2) Protected area (WS-P). Low density option:

- (a) Single-family residential development shall not exceed two dwelling units per gross acre on a project-by-project basis. No single-family residential lot shall be less than one-half acre or 20,000 square feet in area, excluding street rights-of-way, or 15,000 square feet in area, excluding street rights-of-way, for projects without curb and gutter street construction and an underground piped storm drainage system, except as provided under section 9-4-197(H)(3) for cluster development and section 9-4-197(H)(4) for high density development.

Section 6: That Title 9, Chapter 4, Article L, Section 9-4-197(H), of the City Code is hereby amended by adding subsection (4) so that it shall read as follows:

- (4) Protected area (WS-P). High density option: Where new development exceeds the low density limits provided in section 9-4-197(H)(2), engineered stormwater controls shall be used to control stormwater runoff from the development site and development shall not exceed 70% built-upon area. High density development shall meet the requirements of Section 9-4-197(O) and 15A NCAC 02B .0624 (7).

Section 7: That Title 9, Chapter 4, Article L, Section 9-4-197(I), of the City Code is hereby amended by replacing subsection (1) so that it shall read as follows:

- (1) A vegetative buffer, as measured from top of bank, shall be required for new development activities along each side of all perennial waters indicated on the most recent versions of the U.S.G.S. 1:24,000 (7.5 minute) scale topographical maps, or as determined by local government studies, in accordance with the following:

Low density option - Minimum 50 feet.

High density option – Minimum 100 feet.

Section 8. That 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 9. That this ordinance shall become effective immediately upon adoption.

Adopted this 11<sup>th</sup> day of October, 2018.

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P. J. Connelly, Mayor

ATTEST:

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Carol L. Barwick, City Clerk

*#1087134*

**Excerpt from the adopted Planning & Zoning Commission Minutes (08/21/2018)**

**ORDINANCE TO AMEND THE ZONING ORDINANCE BY AMENDING THE WATER SUPPLY WATERSHED OVERLAY DISTRICT STANDARDS - ZONING ORDINANCE TEXT AMENDMENT - APPROVED**

Mr. Weitnauer introduced the text amendment. The City of Greenville received a text amendment application from Mr. Steve Janowski, P.E., of Rivers and Associates, Inc. that proposes amendments to the zoning ordinance's Water Supply Watershed (WS) Overlay District Standards in Sec. 9-4-197.

Engineers from the City's Public Works Department, Engineering Division met with the applicant, conferred with the State of North Carolina, and drafted revised regulations in response to Mr. Janowski's original application. Mr. Janowski accepted to substitute his original text amendments with the Engineering Division's recommended changes.

The proposed text amendments illustrate the proposed amendments City staff and the applicant are in agreement to put forward for the Planning and Zoning Commission's consideration. This application proposes revisions to make the City of Greenville ordinance current with State law while updating the regulations so that they are more enforceable for city staff.

Map 1, Watershed Protection Area, identifies the location of the existing Water Supply Watershed (WS) Overlay District subject to existing and proposed standards within the City of Greenville Extraterritorial Jurisdiction (ETJ). The map illustrates the critical areas and the protected areas referenced in Sec. 9-4-197(C).

In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with the following adopted policies in Horizons 2026: Greenville's Community Plan.

**Chapter 5, Creating Complete Neighborhoods, Goal 5.4. Neighborhoods that Coexist with Nature**

*Policy 5.4.2. Retain Existing Topography as Land is Developed Promote neighborhood designs that work with the existing topography. Discourage projects that rely heavily on making grade adjustments, including so-called cut-and-fill projects that level the heights of a site to fill the lowlands, creating a flat plain for construction. Preserving existing hydrology protects the watershed and reduces stormwater hazards.*

**Chapter 6, Fostering a Resilient City, Goal 6.1. Environmental Conservation**

*Policy 6.1.3. Preserve Natural Infrastructure Preserve valued open space in floodplains and other environmentally sensitive areas through regulations including overlay districts, incentives, conservation easements, and/or public acquisition. Conserve and grow contiguous forests.*

Mr. Weitnauer reported staff recommends approval and introduced the applicant, Steve Janowski.

Steve Janowski delineated the map showing the pertinent area and described the reasoning for the text amendment. This change would mimic the watershed requirements of Pitt County and the State of N.C. that require how storm water runoff is treated.

Mr. Overton clarified that this would only apply to the portion of the overlay that is within the green lines of the Extraterritorial Jurisdiction (ETJ) area within the city limits.

With no other speakers Mr. Overton closed the public meeting.

**Motion made by Ms. Darden, seconded by Mr. Robinson, to recommend approval of the proposed text amendment to advise that it is consistent with the Comprehensive Plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.**

Doc. #1087105



**EXHIBIT A: Proposed Zoning Ordinance Text Amendments**

*Doc. #1086264*

**SEC. 9-4-197 WATER SUPPLY WATERSHED (WS) OVERLAY DISTRICT STANDARDS.**

*(A) Purpose and intent; definition.*

(1) The purpose of the Water Supply Watershed (WS) Overlay District and the standards set forth under this section are to protect and manage surface water supply watersheds pursuant to the Water Supply Watershed Act of 1989 and G.S. 143-214.5, as amended.

(2) The standards contained herein shall be in addition to the standards of the underlying zoning district(s).

(3) For purposes of this section a Water Supply Watershed (WS) District is defined as an overlay zoning district which controls development density and intensity through minimum lot area and maximum impervious surface coverage (built-upon area) standards within the regulated water supply watersheds.

*(B) Regulated area.*

(1) The provisions of this section shall apply within the areas designated as a surface water supply watershed by the North Carolina Environmental Management Commission and as illustrated on the map entitled, "Watershed Protection Map of Pitt County, North Carolina," which is incorporated herein by reference.

(2) The regulated area(s) are hereby adopted by reference as overlay zoning district(s) entitled "Water Supply Watershed (WS) District" and included on the official zoning map of the city. Where any discrepancy is found to exist as to the boundaries of the regulated area(s) as illustrated and described by and between the official zoning map of the City of Greenville and the "Watershed Protection Map of Pitt County, North Carolina," the more restrictive shall apply.

(3) The regulated area is hereby further divided into two districts entitled "Water Supply Watershed – Critical (WS-C)" and "Water Supply Watershed - Protected (WS-P)." The boundaries of these districts are illustrated and described on the map entitled "Watershed Protection Map of Pitt County, North Carolina," and the official zoning map of the City of Greenville.

(4) The provisions of this section shall apply to regulated area(s) both within the city limits and within the extraterritorial zoning jurisdiction of the city as amended.

*(C) Watershed classification.*

(1) The Environmental Management Commission of North Carolina has classified all surface water supply watersheds within the city's zoning jurisdiction as WS-IV. The Commission has further divided the regulated area as described herein into critical and protected areas.

(2) Critical areas (WS-C) are defined as the area adjacent to a water supply intake where the risk associated with pollution is greater than from remaining portions of the watershed. The critical area, as illustrated on the Watershed Protection Map, extends

one-half mile upstream from the intake located directly in the river, or to the ridge line of the watershed, whichever comes first.

(3) Protected areas (WS-P) are defined as those areas adjoining and upstream of the critical area in which protection measures are required. The boundaries of the protected area extend ten miles upstream and draining to the intake located directly from the river, or to the ridge line of the watershed, whichever comes first.

*(D) Applicability.* All new development activities, commenced after the effective date (July 1, 1993) of this section, requiring a sedimentation and erosion control plan shall comply with the provisions of this section.

*(E) Exemptions.*

(1) Single-family dwelling or addition(s) thereto located on an individual lot of record established prior to the effective date (July 1, 1993) of this section.

(2) Existing development as defined and regulated in accordance with Article C of this chapter.

(3) Completion of nonconforming projects allowed in accordance with Article C of this chapter.

(4) [Additional exclusions as defined in 15A NCAC 02B .0624 \(3\).](#)

*(F) Certificates of watershed protection compliance.*

(1) The ~~Director of Community Development~~ City Engineer or his or her designated representative is hereby authorized to issue certificates of watershed protection compliance for activities subject to this section.

(2) A certificate of watershed protection compliance shall be required for all activities within the regulated area in addition to other zoning compliance permits or other approvals as may be required. No land disturbing activity within the regulated area shall begin until a certificate of watershed protection compliance has been issued in accordance with this section.

(3) Subdivision plats and site plans approved after the effective date (July 1, 1993) of this section shall be subject to the following requirements.

(a) The boundaries of the Water Supply Watershed Protected (WS-P) and Critical (WS-C) Districts shall be indicated on all preliminary and final subdivision plats and site plans.

(b) Where any portion of land proposed for subdivision lies within a Watershed Protection District a certificate of watershed protection compliance shall be included on all final subdivision plats. The certificate shall read as follows:

Certificate of Approval for Recording



of-way, or 15,000 square feet in area, excluding street rights-of-way, for projects without curb and gutter street construction and an underground piped storm drainage system, except as provided under section 9-4-197(H)(3) for cluster development and section 9-4-197(H)(4) for high density development.

(b ) Except as otherwise provided, all other residential and nonresidential development shall not exceed 24% built-upon area on a project-by-project basis. For projects without curb and gutter street construction and an underground piped storm drainage system, development shall not exceed 36% built-upon area on a project-by-project basis. For purposes of calculating built-upon area, total project area shall include total acreage in the tract on which the project is to be developed.

(3) Clustering. Clustering of development shall be allowed on a project-by-project basis subject to all of the following requirements:

(a) Overall density of the project shall meet the associated density or stormwater runoff requirements of the controlling water supply watershed district classification, WS-C or WS-P;

(b) Single-family detached residential developments shall be subject to the provisions of Article F and Article M of this chapter;

(c) Two-family attached (duplex) residential developments shall be subject to the provisions of Article F of this chapter;

(d ) Multi-family residential developments shall be subject to the provisions of Article I of this chapter;

(e) Mobile home development shall be subject to the provisions of Article F and Article H of this chapter;

(f) Nonresidential developments shall be subject to the provisions of Article F of this chapter;

(g) Built-upon areas shall be designed and cited to minimize stormwater runoff impact to the receiving waters and to minimize concentrated stormwater flow in accordance with best management practices in the opinion of the City Engineer; and

(h ) The area by which each lot is reduced below the minimum lot area requirement of this section shall be reserved as perpetual open space. Such open space shall be set forth by description and notation upon a final subdivision map and any development or other land disturbing activity shall be prohibited within the area. Specifically, the open space area shall be perpetually maintained in its vegetated or natural state.

(4) Protected area (WS-P). High density option: Where new development exceeds the low density limits provided in section 9-4-197(H)(2), engineered stormwater controls

shall be used to control stormwater runoff from the development site and development shall not exceed 70% built-upon area. High density development shall meet the requirements of Section 9-4-197(O) and 15A NCAC 02B .0624 (7).

*(I) Buffer area required.*

(1) A vegetative buffer, as measured from top of bank, shall be required for new development activities along each side of all perennial waters indicated on the most recent versions of the U.S.G.S. 1:24,000 (7.5 minute) scale topographical maps, or as determined by local government studies, in accordance with the following:

Low density option - Minimum ~~30~~50 feet.

High density option – Minimum 100 feet.

(2) No new development is allowed in the buffer area except for water dependent structures, other structures such as flag poles, signs and security lights which result in only diminutive increase in impervious area and public projects such as road crossings and greenways where no practicable alternative exists. These activities should minimize built-upon area, direct runoff away from the surface waters and maximize the utilization of stormwater best management practices.

(3) Desirable artificial streambank or shoreline stabilization may be permitted.

(J) Prohibited uses. Regardless of the underlying zoning district, the following uses are prohibited in the Water Supply Watershed - Critical (WS-C) District.

(1) Landfills; and

(2) Sites for land application of residual or petroleum contaminated soils.

*(K) Variances.*

(1) Prior to final consideration by the Board of Adjustment as authorized by Article S of this chapter, all major variance requests shall be reviewed by the N.C. Environmental Management Commission. For purposes of this section a “major variance” is defined as:

(a) Any variance that constitutes greater than a 10% deviation from any numerical standard specified by this section; or

(b) Any variance to any standard set forth under the high density development option.

(2) The Board of Adjustment shall not be authorized to grant or approve any major variance which has not first been reviewed by and received approval of the N.C. Environmental Management Commission.

(3) Prior to Board of Adjustment consideration of any variance the Director of Community Development or his or her designated representative shall notify in writing each local government having jurisdiction within the subject watershed and each local government or other entity using the watershed for water consumption, including

private water corporations and the like. The notice shall contain a copy of the complete application as submitted, including a description of the variance and any required map. The local government(s) and/or other entities may submit written comments for consideration by the Board of Adjustment.

(4) The findings and recommendation of the N.C. Environmental Management Commission and any written comments of the local government(s) having jurisdiction within the subject watershed shall be made a part of the findings of fact and record of the Board of Adjustment. Such findings, recommendations and written comments and other competent evidence as may be presented shall be considered by the Board of Adjustment in accordance with law.

(5) If an application calls for the granting of a major variance, and if the Board of Adjustment decides in favor of granting the variance, the Board shall prepare a preliminary record of the hearing. The preliminary record of the hearing shall include: the variance application; the hearing notices; the evidence presented; motions, offers of proof, objections to evidence, and rulings on them; proposed findings and exceptions; and the proposed decision, including all conditions proposed to be added to the permit. The preliminary record shall be sent to the Environmental Management Commission for its review as follows:

(a) If the Commission concludes from the preliminary record that the variance qualifies as a major variance and that both the property owner can secure no reasonable return from, nor make any practical use of the property unless the proposed variance is granted; and the variance, if granted, will not result in a serious threat to the water supply; then the Commission shall approve the variance as proposed or approve the proposed variance with conditions and stipulations. The Commission shall prepare a commission decision and send it to the Board of Adjustment. If the Commission approves the variance as proposed, the Board shall prepare a final decision granting the proposed variance. If the Commission approves the variance with conditions and stipulations, the Board shall prepare a final decision, including such conditions and stipulations, granting the proposed variance.

(b) If the Commission concludes from the preliminary record that the variance qualifies as a major variance and that either: the property owner can secure a reasonable return from or make a practical use of the property without the variance, or the variance, if granted, will result in a serious threat to the water supply, then the Commission shall deny approval of the variance as proposed. The Commission shall prepare a Commission decision and send it to the Board of Adjustment. The Board shall prepare a final decision denying the variance as proposed.

*(L) Amendment.* Amendment to the Water Supply Watershed Overlay District regulations as contained herein shall be filed with the N.C. Division of Environmental Management and the N.C. Division of Community Assistance. No amendment shall become effective until the city has received approval from the state as provided by law and the applicable water supply watershed protection rules.

*(M) Record of amendments and variances.*

(1) Amendments. The Director of Community Development or his or her designated representative shall keep a record of amendments to this section and provide copies of all amendments upon adoption to the Supervisor of the Classification and Standards Group, Water Quality Section, Division of Environmental Management, the N.C. Division of Environmental Health, and the N.C. Division of Community Assistance.

(2) Variances. The Director of Community Development or his or her designated representative shall keep a record of all variances from this section. This record shall be submitted to the Supervisor of the Classification and Standards Group, Water Quality Section, Division of Environmental Management on or before January 1 of each year and shall provide a description of each project receiving a variance and the reasons for granting the variance.

*(N) Compliance with subdivision standards.* All development regulated in accordance with this section shall be subject to the requirements, conditions and restrictions of the subdivision regulations whether or not the subject tract is actually divided for the purpose of transferring title.

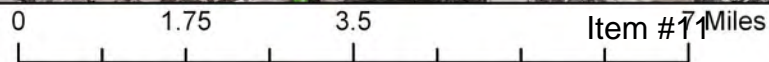
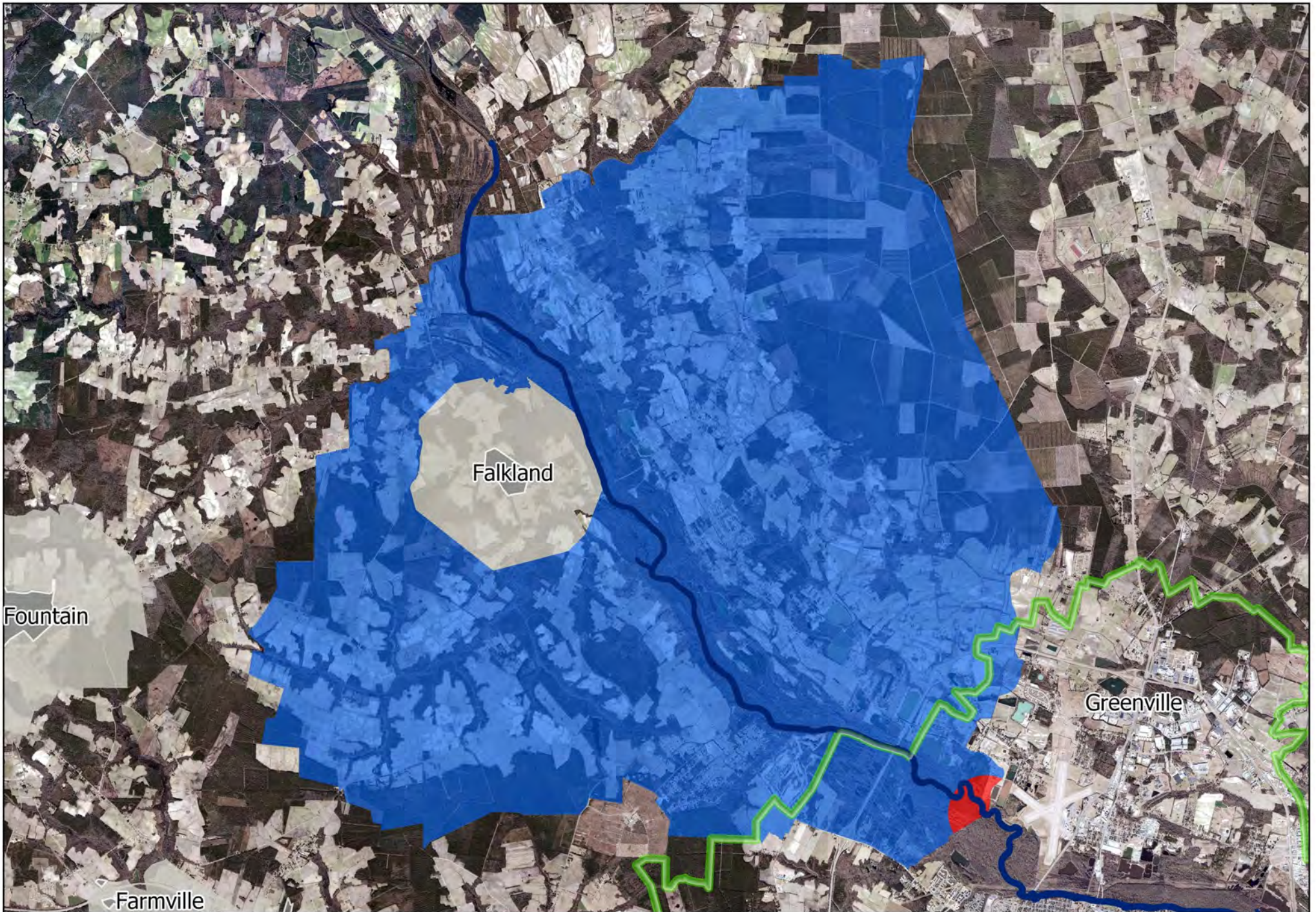
*(O) Stormwater management requirements.*

(1) All stormwater management techniques and improvements shall be in accordance with best management practices (BMPs). For purposes of this section, "best management practices (BMPs)" are defined as structural or nonstructural management-based practice used singularly or in combination to reduce nonpoint source inputs to receiving waters in order to achieve water quality protection goals.

(2) Stormwater controls shall be reviewed, regulated and improved pursuant to Title 9, Chapter 9, Stormwater Management and Control, of the Greenville City Code.

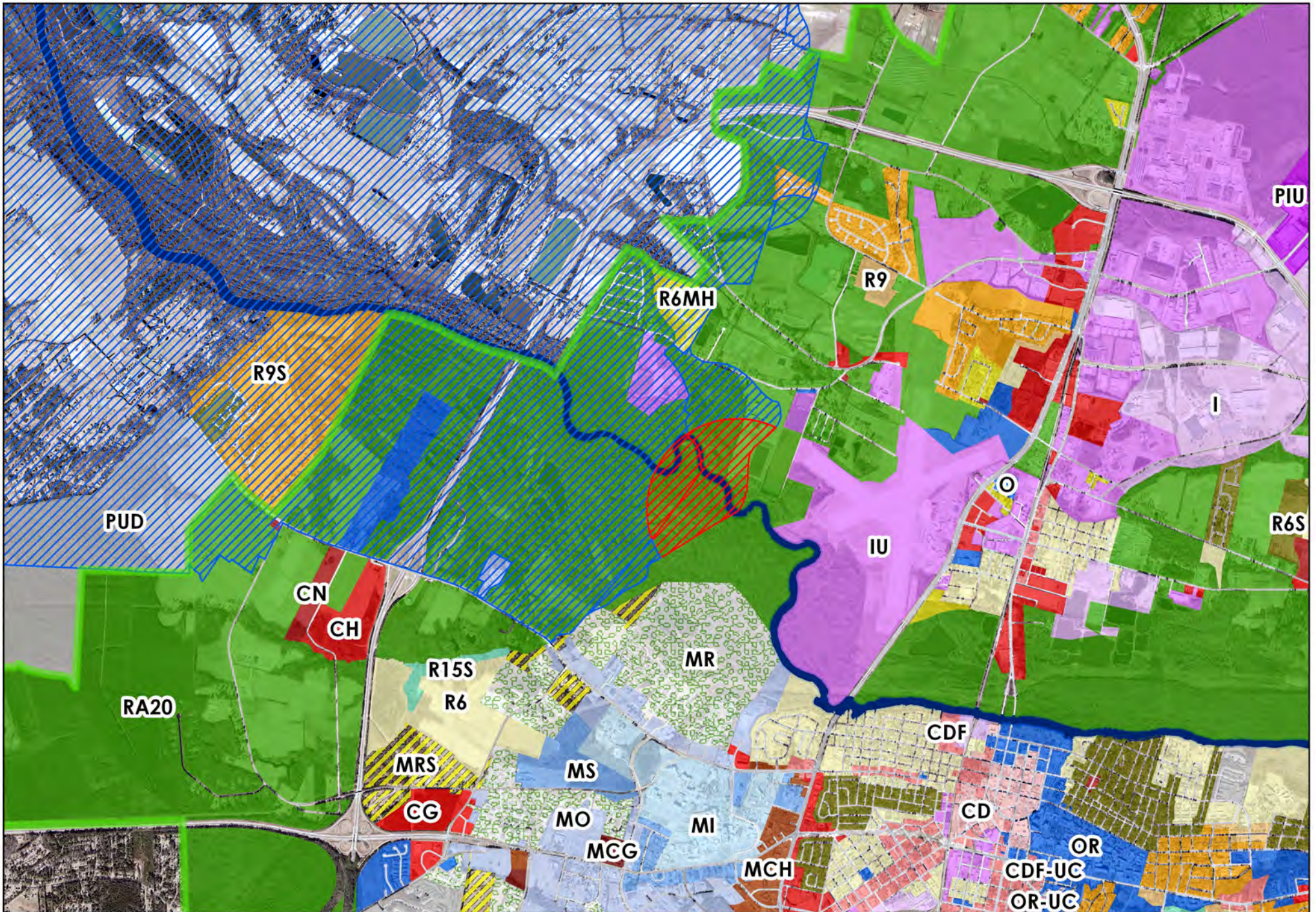


# Map 1: Water Supply Watershed Overlay



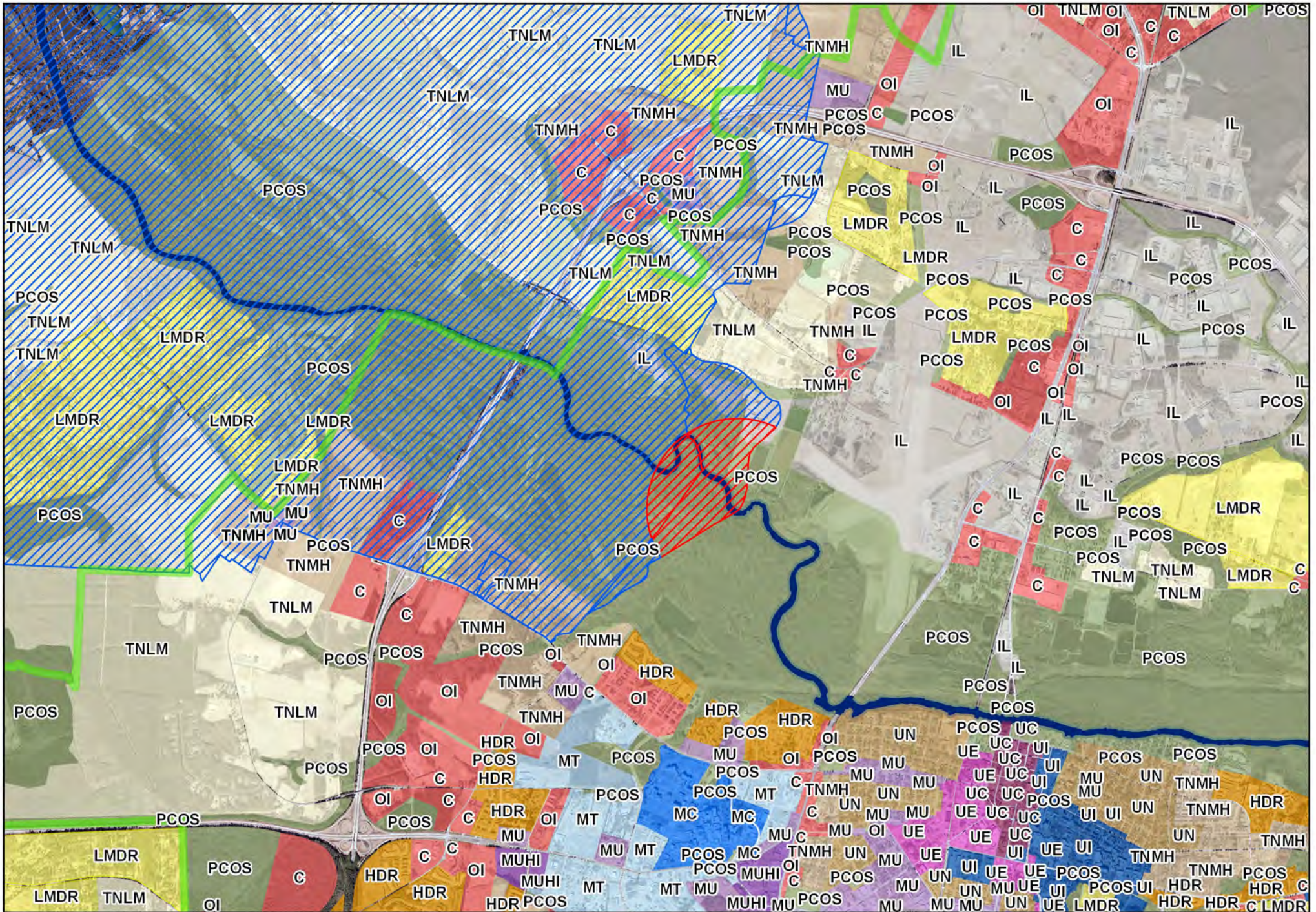


# Map 2: Zoning Districts in Water Supply Watershed Overlay Areas





### Map 3: Future Land Use in Water Supply Watershed Overlay Areas







## City of Greenville, North Carolina

Meeting Date: 10/11/2018  
Time: 6:00 PM

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**Title of Item:** Application to receive funds from the Edward Byrne Memorial Justice Assistance Grant Program

**Explanation:** **Abstract:** The Greenville Police Department (GPD) has received notice that it is eligible to receive funds from the Edward Byrne Memorial Justice Assistance Grant Program. If approved, funds can be used to purchase equipment and supplement programming needs.

**Explanation:** The Bureau of Justice Assistance (BJA) annually awards agencies grant money for various needs. The BJA designates grants based on the size of a jurisdiction and crime rate. GPD has received information that it is eligible to receive funds from the Edward Byrne Memorial Justice Assistance Grant program in the amount of \$30,338.50. GPD intends to utilize the funds as the City's portion of funding for the Shot Spotter program, as presented to City Council at the March 8, 2018, City Council meeting.

The grant requires a public hearing be held before the final application can be approved and funds distributed. It should be noted that this grant is being jointly awarded to the Pitt County Sheriff's Office; they will also receive \$30,338.50. An interlocal agreement has been prepared between the City and County for distribution of these funds.

**Fiscal Note:** GPD has the potential to receive grant funding in the amount of \$30,338.50, with no City match required.

**Recommendation:** Staff recommends that City Council hold the required public hearing and authorize GPD to complete the application process for the Edward Byrne Memorial Justice Assistance Grant.





## City of Greenville, North Carolina

Meeting Date: 10/11/2018  
Time: 6:00 PM

---

**Title of Item:** Resolution authorizing an application to the Federal Transit Administration (FTA) for a Section 5307 grant for federal operating and capital assistance for Greenville Area Transit (GREAT) for fiscal year 2018-2019

**Explanation:** **Abstract:** Each year, the City relies upon FTA funding to help support the operating and capital needs of the Greenville Area Transit (GEAT) system. Obtaining this funding requires a public hearing and a resolution authorizing the grant request.

**Explanation:** Attached for City Council consideration is a resolution authorizing the filing and execution of a federal grant application for operating and capital funds designated for the City of Greenville to assist with the operations of the Greenville Area Transit (GREAT) system. The grant funding supports transit systems that are open to the public in areas with populations between 50,000 and 200,000. The federal funds are available to reimburse the City for 50% of the operating deficit and 80% of the preventative maintenance, ADA, and capital expenditures.

The City Council has previously authorized the City Manager to file and execute all Section 5307 grant applications. Once the City Council adopts the attached resolution, the City Manager will file and execute the application.

**Fiscal Note:** The total amount of the allocation is \$1,800,755. Maximum matching funds are estimated at \$804,125 and are already included in the fiscal year 2018-2019 budget.

**Recommendation:** Conduct a public hearing to recognize comments on the proposed grant application and adopt the attached resolution approving the grant request and authorizing the

filing and execution of the application for these federal funds.

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**ATTACHMENTS:**

- ☐ FY19\_CC\_FTA\_Grant\_Resolution\_1088274**
- ☐ Program of Projects**

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION TO THE  
FEDERAL TRANSIT ADMINISTRATION FOR A SECTION 5307 FEDERAL GRANT  
FOR OPERATING AND CAPITAL ASSISTANCE FOR GREENVILLE AREA TRANSIT

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for a transportation project;

WHEREAS, the contract for financial assistance will impose certain obligations upon the Applicant, including the provision by the Applicant of the local share of the project cost;

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

WHEREAS, it is required by the U. S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 as amended, that the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U. S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with this project.

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

1. That the City Manager is authorized to execute and file applications on behalf of the City of Greenville with the Federal Transit Administration and the North Carolina Department of Transportation to aid in the financing of planning, capital, and/or operating assistance projects authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, and other Federal and State Statutes authorizing a project administered by the Federal Transit Administration and/or the North Carolina Department of Transportation.
2. That the City Manager is authorized to execute and file the Annual Certifications and Assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. That the City Manager is authorized to submit additional information as the Federal Transit Administration or the North Carolina Department of Transportation may require in connection with the application or project.
4. That the City Manager is authorized to set forth and execute affirmative minority business policies in connection with the project.
5. That the City Manager is authorized to execute grant and cooperative agreements with the Federal Transit Administration and the North Carolina Department of Transportation on behalf of the City of Greenville.



ADOPTED this the 11th day of October, 2018.

\_\_\_\_\_  
P.J. Connelly, Mayor

CERTIFICATION

The undersigned duly qualified City Clerk, acting on behalf of the City of Greenville, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Greenville City Council on October 11, 2018.

\_\_\_\_\_  
Carol L. Barwick, City Clerk

\_\_\_\_\_  
Date

SEAL

Doc# 1088274



**Transit System FY 18 5307 Grant  
Program of Projects**

	Federal Share	Local Share	Total
<b>Capital (80/20 split)</b>			
ADA	\$ 156,598	\$ 39,150	\$ 195,748
Preventive Maintenance	\$ 805,576	\$ 201,394	\$ 1,006,970
<b>Operating (50/50 split)</b>			
Operating	\$ 838,581	\$ 838,581	\$ 1,677,162
<b>Grand Total</b>	<b>\$ 1,800,755</b>	<b>\$ 1,079,125</b>	<b>\$ 2,879,880</b>

Total Local Share	\$ 1,079,125
State Allocation (SMAP)	<u>(275,000)</u>
<b>City Share</b>	<b><u>\$ 804,125</u></b>

The total amount of the allocation is \$1,800,755.00. Maximum matching funds are estimated at \$804,125 and are already included in the fiscal year 2018-2019 budget

**STATE MAINTENANCE ASSISTANCE PROGRAM (SMAP)**

**Funding Source:** State

**Purposes:** Funds operating costs for urban, small urban and regional transit systems.

**Eligible Recipients:** Fixed-route and demand-response urban, small urban and regional transit systems services.



# City of Greenville, North Carolina

**Meeting Date: 10/11/2018**  
**Time: 6:00 PM**

**Title of Item:** Approval of Firm Fixed Price Proposal and Services Agreement with ShotSpotter

**Explanation:** **Abstract:** By partnering with ECU, the Housing Authority of the City of Greenville (HACG), and the Office of the Pitt County Sheriff (PCSO), along with receipt of a grant from Vidant Health Foundation (Vidant), the Greenville Police Department (GPD) is ready to move forward with executing a Firm Fixed Price Proposal which includes the Services Agreement with ShotSpotter to implement this program in Greenville.

**Explanation:** As discussed at the March 8, 2018, City Council meeting, ShotSpotter is a program tool that can be used to reduce gun violence, which will lead to overall reduction of violent crimes in Greenville. As indicated in a memo to City Council in the June 20, 2018 Notes to Council packet, GPD was awarded a grant from Vidant as partial funding for the ShotSpotter program. Since that time, staff from GPD, the IT Department, and City Attorney's Office have been communicating with ShotSpotter personnel and have reached an agreement for implementation of the program in Greenville. Additionally, memorandum of understanding (MOU) documents are being prepared with ECU, HACG, and PCSO, as those entities are partnering financially with GPD on the use of this program. A copy of the Proposal and Agreement .

**Fiscal Note:** The chart below shows the breakdown of available funding for the next three fiscal years. Information in the FY22 column shows the increase in City funding that would be needed once the Vidant grant funding is no longer available. Staff will also continue to work to find available funding through various sources to supplement and reduce City of Greenville funding.

	FY19	FY20	FY21	FY22
Total Shot Spotter Cost	\$225,000	\$195,000	\$195,000	\$195,000
Vidant Medical Center	\$60,000	\$60,000	\$60,000	

East Carolina University	\$65,000	\$65,000	\$65,000	\$65,000*
Bureau of Justice Assistance Grant**	\$31,893	\$30,338.50	\$30,000	\$30,000
Pitt County Sheriff's Office	\$15,000	0***	0***	0***
Greenville Housing Authority	\$6,000	\$6,000	\$6,000	\$6,000*
Required City of Greenville Funding	\$47,107	\$33,661.50	\$34,000	\$94,000

\* Anticipated but uncommitted at this time

\*\* JAG Funds are anticipated based on experience in awards for the past 13 years

\*\*\*Pending approval from incoming Sheriff; uncommitted at this time

**Recommendation:** Staff recommends approval of the Firm Fixed Price Proposal, which includes the Services Agreement, and authorization for the City Manager to enter into the agreement with ShotSpotter for the City of Greenville.

---

ATTACHMENTS:

- ▣ **Shot\_Spotter\_Proposal\_1089632**
- ▣ **COG-GPD--ShotSpotterFlex--ServicesAgreement-2018--FINAL\_1089347**



 **ShotSpotter**<sup>®</sup>  
DETECT • PROTECT • CONNECT

**FIRM FIXED PRICE PROPOSAL  
FOR A SUBSCRIPTION-BASED  
SHOTSPOTTER<sup>®</sup> FLEX<sup>SM</sup> & SHOTSPOTTER SECURECAMPUS<sup>SM</sup>  
GUNFIRE LOCATION ALERT AND ANALYSIS SERVICE FOR  
CITY OF GREENVILLE, NORTH CAROLINA AND  
EAST CAROLINA UNIVERISTY**

confidential



DETECT • PROTECT • CONNECT

GREENVILLE, NORTH CAROLINA

**Firm Fixed Price Proposal for a Subscription-Based  
ShotSpotter® Flex™ and ShotSpotter SecureCampus™  
Gunfire Location, Alert and Analysis Service**

**Prospects:** City of Greenville, North Carolina and East Carolina University

**Proposal ID:** GRNVLNC02262018

**Date:** February 26, 2018

**Submitted by:** Phil Dailly, Director – Southeast Region  
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+1.650.887.2106 fax  
phild@ShotSpotter.com

**ShotSpotter, Inc.**  
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Newark, California 94560  
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www.ShotSpotter.com



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## ShotSpotter Introduction and Background

### About ShotSpotter, Inc.

ShotSpotter was founded in 1995 and with 33 issued patents, and over 90+ successful agency engagements covering over 300 square miles, ShotSpotter has become the de-facto leader in the development and deployment of wide area acoustic gunshot surveillance systems. Our sensor-based technology detects, locates and alerts on all outdoor urban gunfire on a real time and precise basis. These alerts are then vetted by an acoustic reviewer in our 24/7 Incident Review Center before getting pushed to a customer web accessible laptop or mobile device. The alerts will show a precise dot on a map with the real recording of the actual gunfire event. The situational intelligence advantage and ground truth that our alerts bring to a tactical response provides for enhanced officer safety. At an agency level, it provides for an efficient and effective way to respond to and investigate gun crime.

Our service is delivered as an easily implemented Software as a Service (SaaS) solution requiring no investment in or maintenance of expensive hardware or software. Our contracts are based on an affordable one year subscription agreement providing for maximum flexibility and the de-risking of a ShotSpotter deployment.

### Our Core Beliefs

Our inspiration comes from our Principal Founder, Dr. Bob Showen's core belief that technology in its highest and best use should be harnessed for social good. The collective passion of our employees, investors and partners is based on providing a compelling solution and consulting expertise focused on helping reduce gun violence and creating safer more vibrant communities coping with the epidemic of gun violence. We are committed to developing comprehensive, respectful and intimate partnerships with agencies and their respective cities organized around making a positive difference. Today, ShotSpotter is highly regarded as a critical component of a comprehensive gun violence reduction strategy and is playing an active part in making communities safer for our future generations. We aspire to make that both our individual and firm wide legacy.

## Our Experience

Our company has had over 20 years of successful experience in designing and deploying ShotSpotter arrays in a number of diverse urban environments with various acoustic and environmental challenges. We have the largest database of gunfire events and other impulsive noise detections on the planet allowing us to continually refine and improve our machine classification techniques. Our data is scientifically sound and used in court cases at both the state and federal levels.

Most importantly, we have over the years, been able to learn alongside our clients, a number of best practices techniques to improve on measurable outcomes and the operational effectiveness of our solution. We take a consultative approach to our client engagements and bring to bear a formal on boarding process and provide comprehensive training and ongoing webinars to advance the state of gun violence abatement.

## Our Service and Product Offerings

ShotSpotter is well known and respected for its gunshot detection solutions that have historically helped police identify, analyze and respond to violent gun crime in urban cities. The ShotSpotter product continues to become a household name in law enforcement agencies across the world. Today, the company has expanded its solution offering to include small area and indoor gunshot detection. This new security solution is focused on K-12 schools, college and university campuses, corporate facilities and other key critical infrastructure that are vulnerable to unpredictable active shooter attacks.

An overview of our suite of services include the following:

- **ShotSpotter® Flex™** – gunfire alerting and analysis of gunfire for local law enforcement agencies in urban areas.
- **ShotSpotter® SiteSecure™** for Critical Infrastructure – physical security designed to detect gunfire attacks on commercial and federal buildings, electrical substations, airports, and large outdoor structures.
- **ShotSpotter SecureCampus®** – designed to provide indoor and outdoor gunfire coverage at university and school campuses.

## About Our Service – ShotSpotter Flex

### Real Time Gunfire Data

**ShotSpotter Flex** helps law enforcement agencies by directing police to the precise location of illegal gunfire incidents. ShotSpotter instantly notifies officers of shootings in progress with real-time data delivered to dispatch centers, patrol cars and even smart phones. Instant alerts enable first responders to aid victims, collect evidence and quickly apprehend armed, dangerous offenders.

ShotSpotter’s actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur.

Police now possess a scientific barometer of success: smart policing leads to fewer shootings.

Key Features	Key Benefits
<ul style="list-style-type: none"> <li>Constant, 360-degree wide-area acoustic surveillance throughout large coverage areas.</li> </ul>	<ul style="list-style-type: none"> <li>Enhanced situational awareness and officer safety.</li> </ul>
<ul style="list-style-type: none"> <li>Immediate alerts when no one calls 9-1-1.</li> </ul>	<ul style="list-style-type: none"> <li>Faster evidence collection and witness identification.</li> </ul>
<ul style="list-style-type: none"> <li>Precise location including latitude/longitude, street address.</li> </ul>	<ul style="list-style-type: none"> <li>Court-admissible, detailed forensic reports (DFRs).</li> </ul>
<ul style="list-style-type: none"> <li>Number and exact time of rounds fired.</li> </ul>	<ul style="list-style-type: none"> <li>Increased gun crime arrests.</li> </ul>
<ul style="list-style-type: none"> <li>Identification of fully-automatic or high-capacity weapons.</li> </ul>	<ul style="list-style-type: none"> <li>Improved community relations and collaboration.</li> </ul>
<ul style="list-style-type: none"> <li>Identification of multiple shooters.</li> </ul>	<ul style="list-style-type: none"> <li>Proactive gun crime pattern analysis and strategic deterrence.</li> </ul>
<ul style="list-style-type: none"> <li>Shooter position, speed and direction of travel.</li> </ul>	<ul style="list-style-type: none"> <li>No need to buy/manage a complex technology infrastructure.</li> </ul>
<ul style="list-style-type: none"> <li>Detailed forensic data for investigation, prosecution, analysis.</li> </ul>	<ul style="list-style-type: none"> <li>Expedited response to shooting victims.</li> </ul>
<ul style="list-style-type: none"> <li>Easily-accessible single and cumulative historical reports.</li> </ul>	<ul style="list-style-type: none"> <li>Increased suspect leads, suspect arrests.</li> </ul>
<ul style="list-style-type: none"> <li>Annual subscription-based service is a hosted cloud-based solution.</li> </ul>	<ul style="list-style-type: none"> <li>Increased ability to identify homicides and injured victims.</li> </ul>

## Sensor Platform

Our detection solution is enabled through proprietary special purpose-built sensors that are designed to trigger and time-stamp impulsive acoustic events that spike above ambient noise. When three or more sensors “trigger” the software system is able to triangulate the exact location of the event within 82 feet.

ShotSpotter designs and deploys a sensor array of typically 15-20 sensors per square mile in order to support a coverage area. Although the company may seek assistance from the city/agency for permissions to mount the sensors, the ownership and maintenance of the sensors is the sole responsibility of ShotSpotter.

## Subscription-based and Software as a Service

### **ShotSpotter’s cloud-based system is cost effective.**

In addition to owning and operating the underlying sensor network, ShotSpotter also owns and operates the data center infrastructure which provides the 24x7x365 real-time data. Sensors operate on "machine-to-machine" (M2M) data contracts provided by our cellular provider partners. Because ShotSpotter maintains thousands of live sensor connections with those partners, we achieve per-sensor connectivity savings far beyond what a single agency could negotiate, and we pass those savings along to our customers in the form of a fixed price subscription.

### **Built-in redundancy eliminates any single point of failure.**

ShotSpotter operates fully redundant data centers on both the East and West Coasts, both of which have doubly-redundant power and HVAC, and triply-redundant Internet connectivity. The company has invested in full data redundancy and backups, as well as offsite backup, and provides a level of 24x7x365 fault tolerant hardware and network uptime that no agency—even the biggest—could afford to procure, let alone maintain, on its own.

### **Subscription Based**

The subscription-based cost structure of ShotSpotter Flex not only makes sophisticated gunshot detection a reality for your agency, it helps you maximize your people by speeding investigations, supporting prosecutions and deploying patrol officers where and when they're needed most to successfully prevent gun violence.

Annual terms provide the maximum flexibility and reduction of risks as an agency can opt out after the one year term (although we trust our service will provide positive outcomes that you will want to continue to receive).

### **Incident Review Center**

Our 24x7x365 commitment coupled with unparalleled acoustic expertise provides an instant assessment of all incidents, freeing up time that dispatchers and officers would otherwise spend analyzing alerts. We provide the level of data qualification needed to have confidence when dispatching based on alerts. Drawing on their experience, ShotSpotter experts add critical situational intelligence to alerts, that can help personnel respond more safely and successfully.

After an explosive (or impulsive) sound triggers ShotSpotter sensors that an incident is detected and located, audio from the incident is sent to the ShotSpotter Incident Review Center via secure, high-speed network connections for real-time qualification. Within seconds, a ShotSpotter professional reviewer analyzes audio data and recordings to confirm gunfire. The qualified alert is then sent directly to the dispatch center, PSAP, mobile/patrol officers and any other relevant safety or security personnel.

ShotSpotter's team of expert reviewers has direct experience reviewing thousands of incidents captured by ShotSpotter systems. Reviewed alerts help law enforcement respond safely and effectively to gunfire by providing:

- Precise location of gunfire, both latitude/longitude and street address.
- Number and exact time of shots fired.
- Shooter position, speed and direction of travel (if moving).
- Faster, more accurate alerts.
- Gunfire incident history and pattern analysis.



ShotSpotter's incident reviewers hear thousands of gunfire incidents during their training, and each incident is presented to them from the perspective of multiple sensors. ShotSpotter incident reviewers have reviewed and analyzed more acoustic gunfire incidents, from more perspectives, than quite literally anyone else in the world. ShotSpotter's Real-Time Incident Review Center operates 24 hours a day, 365 days a year in a protected and fully redundant environment. Our software provides live chat functionality for immediate communication and assistance when required.

## **Best Practices and Onboarding Training**

### **The ShotSpotter Training Team**

The Training Team consists of former law enforcement professionals with over 40 years of experience. Our mission is to make the customer as successful as possible. We do this through continued and on-going support to help you learn how to get the most benefit from the services we offer. All the training modules we offer are included in the price of the service, so never hesitate to request training if your agency is in need.

### **Getting Started**

Early in the engagement process, one of our trainers will be assigned to the agency to ensure wide-ranging but consistent training is delivered based on the agency customer's need. While the service is being deployed, we first present to command staff personnel and key identified stakeholders in the service. This Best Practices Presentation is based on knowledge of law enforcement practices and learning from our customer agencies that have been successful with incorporating ShotSpotter services into the fabric of the department. The idea is to get the agency thinking about success and ways to achieve it right from the beginning.

### **Educational and Best Practices Webinars**

To help support you in your deployment process, ShotSpotter has a number of training webinars to help you get your team trained internally on how to use our products and services. We also offer a series of archived best practices webinars on a variety of law enforcement topics from reducing celebratory gunfire to keeping neighborhoods safer. These webinars are led by our internal ShotSpotter experts, many of whom have an extensive background in both public safety and business.

## Gunfire Data and Alerts

The alerts that are generated by ShotSpotter are delivered in the following forms:

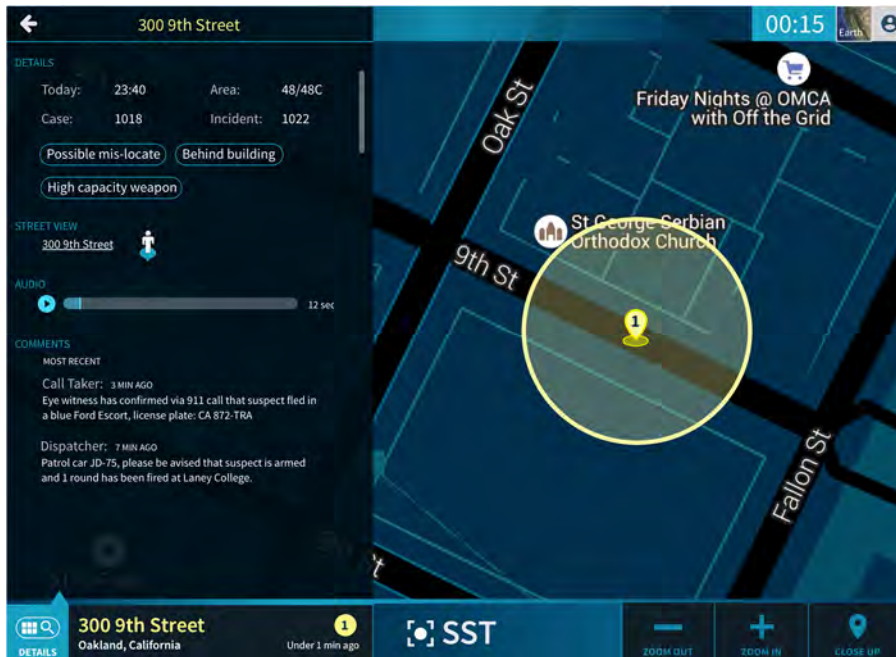
### i. Alerts Console

The ShotSpotter Flex Alerts Console is the user interface most often used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to this console.

The console provides the type of gunfire (single round, multiple round), a unique identification number (Flex ID number), a date and time of the muzzle blast (trigger time), latitude-longitude of the location of the muzzle blast, nearest address of the location of the muzzle blast, number of shots, direction of travel (moving shooter, multiple rounds), speed of travel (moving shooter, multiple rounds), district identification, and beat identification.

A ShotSpotter analyst may add other contextual information related to the event such as the possibility of multiple shooters, high capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). An audit trail of the time the alert was published, acknowledged and closed at customer facility is also contained in the report. All notes by Call Takers and Dispatchers are added to the

alert are time and date stamped and indicate the operator's identification. For Patrol Officers, an audio clip of the incident is provided with the alert.

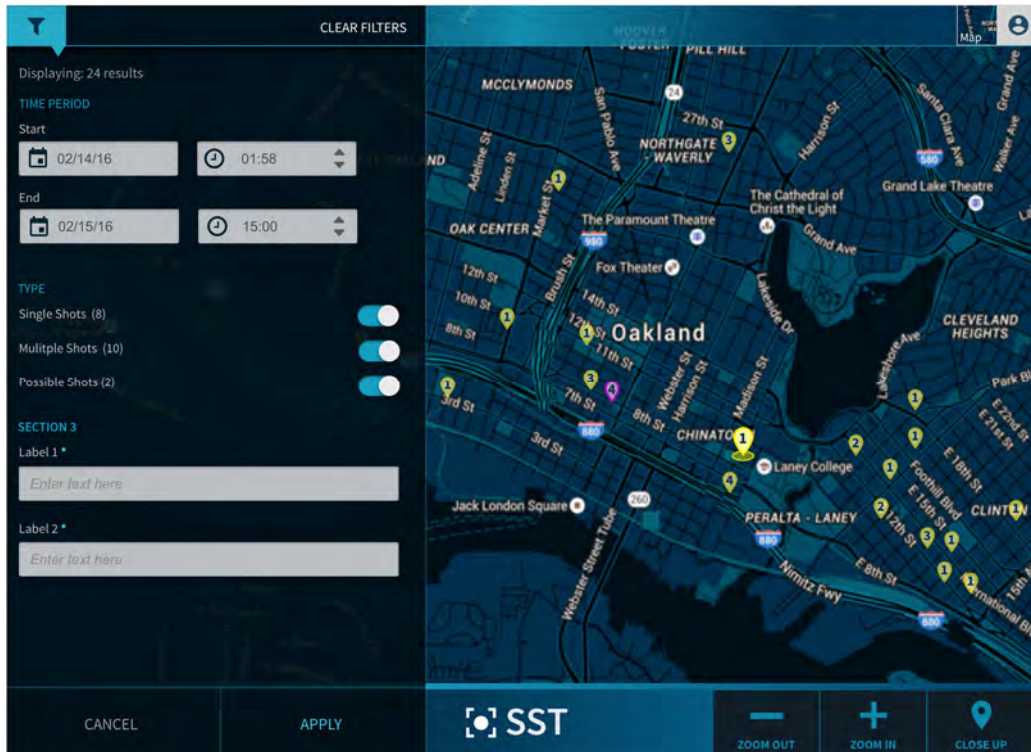


**ii. Investigator Portal**

All historical incident data in the ShotSpotter Flex database can be viewed, searched, sorted, and filtered using the ShotSpotter Investigator Portal. Reports for single incidents and groups of incidents can be run. Parameters and filter settings may be used to select incidents grouped into a single report. Any predefined reports may be viewed on a monitor, printed, or exported to standard CSV format.

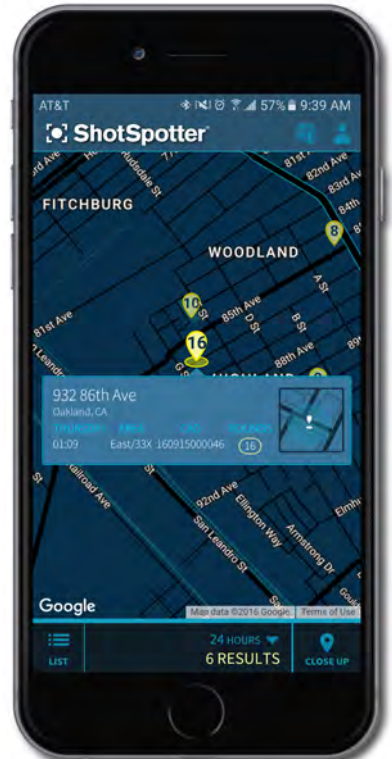
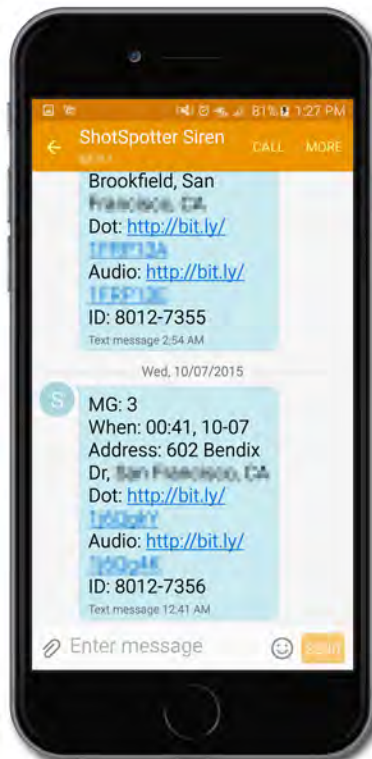
End-users can create their own custom reports or otherwise analyze the data using standard COTS products such as Microsoft SQL Server Report Builder, Crystal Reports, ArcGIS including Spatial Analyst, and any other SQL tools or SQL Server compatible tools. Because the system stores all incident details into an SQL database, generating reports is relatively simple.

The Investigator Portal also includes the ability to save any audio clip as a standard MP3 file to any recordable media (e.g., CDROM, USB drive).



**iii. Mobile Alerts**

Real-time gunfire alert data may also be delivered to smartphones and smart watches through email, SMS text messages, or a native smartphone application, available for use on iPhones and Android platforms. The location of gunfire is represented as a dot on a map in addition to the number of rounds fired, including access to the incident audio.



**iv. Notification Engine (machine based) [priced separately]**

The ShotSpotter Notification Engine Interface permits client applications such as video management systems, Computer-Aided Dispatch (CAD), Records Management Systems (RMS), video analytics, automated license plate number readers (ALPR), camera management systems, crime analysis and statistics packages (including COMPSTAT software), and common operating picture (COP) software to receive accurate, timely, and detailed information about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24x7x365 ShotSpotter Incident Review Center.

Integration of ShotSpotter data with other systems has already proven successful in cities across the United States. Police in Minneapolis, MN used an earlier version of the ShotSpotter Notification Engine to trigger video recordings of certain key intersections in high crime areas. Soon thereafter, a ShotSpotter alert triggered those cameras to capture the image of a murderer fleeing the scene of a shooting. Similarly, in Boston, MA, police correlate ShotSpotter data with surveillance cameras and parolee ankle bracelet tracking data to maintain 24x7x365 awareness of any parolee who may be violating the terms of parole by committing crimes or consorting with those doing likewise.



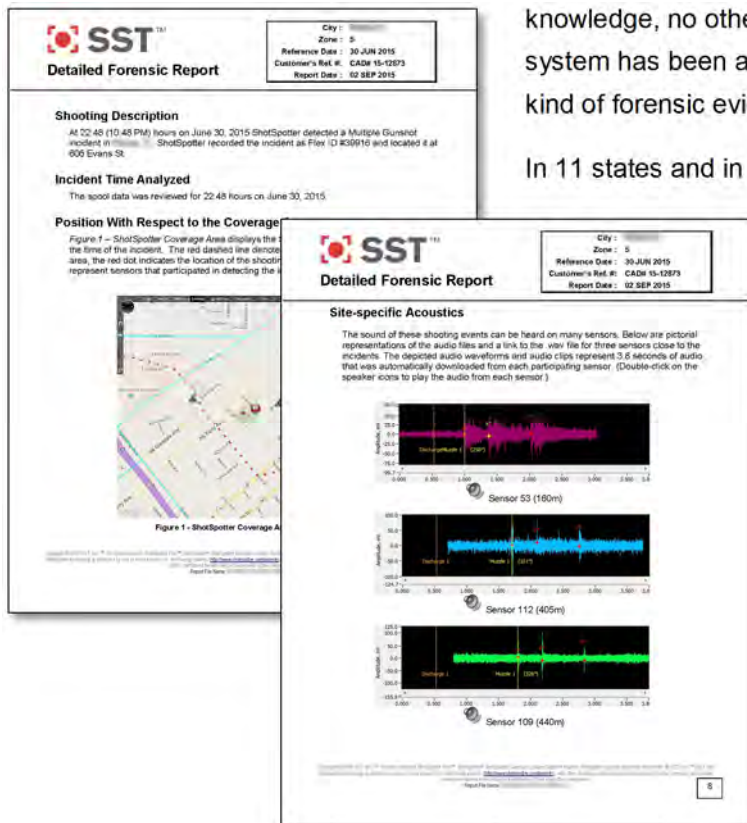
**v. Forensic Reports & Certified Expert Witness Services**

ShotSpotter Flex data is also useful for detailed forensic analysis that helps reveal and clarify what actually occurred during a gunfire incident, including the identification of weapon type (i.e. automatic vs. semi-automatic), the number of rounds fired, the number of shooters involved, and the direction and speed of a shooter-in-motion for drive-by shootings. The audio clips also provide conclusive evidence to prosecutors to allow jurors to directly experience the incident and gain a more detailed firsthand awareness of what are often horrifying moments for the victims. In support of prosecutions, ShotSpotter offers key members of its staff to provide expert witness testimony to help interpret and clarify crime scene activity derived from the system's data. In addition to predefined and customer-generated reports, ShotSpotter experts can create a detailed forensic report of any single gunfire incident. ShotSpotter detailed forensic reports have helped with many convictions and also to clarify what occurred during officer involved shootings. Nearly all of the criminal proceedings in which its experts have been called to testify, ShotSpotter has been able to produce a detailed, round-by-round analysis of the timing and location of the shots fired by one or more weapons. To the best of our

knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.

In 11 states and in the District of Columbia, ShotSpotter

evidence and ShotSpotter expert witness testimony have been successfully admitted in over 50 court cases. In four of those states (CA,NY,MO,NE), ShotSpotter scientific technique was subject to Kelly (Frye) or Daubert challenges and was found to be admissible.





## Customer References

### **Minneapolis (MN) Police Department**

350 South 5th Street, Room 130, Minneapolis, MN 55415-1389

Commander Scott Gerlicher (scott.gerlicher@minneapolismn.gov, 612.673.3522)

Coverage Area: 5 square miles (1 expansion)

2006 to Present

### **New York City (NY) Police Department**

1 Police Plaza, New York, NY 10007

Sergeant Joe Freer (joe.freer@nypd.org, 646.610.8676)

Coverage Area: 60 Square Miles (currently expanding to 69)

2015 to Present

### **Hartford (CT) Police Department**

50 Jennings Road, Hartford, CT 06120

Sergeant Johnmichael O'Hare (oharj001@hartford.gov, 860.757.4178)

Coverage Area: 11.25 square miles (1 expansion)

2011 to Present

### **Kansas City (MO) Police Department**

700 Minnesota Avenue, Kansas City, KS 66101

Commander Scott Caron (scott.caron@kcpd.org, 816.234.5000)

Coverage Area: 4.5 square miles

2012 to Present

### **Denver (CO) Police Department**

1331 Cherokee St., Denver, CO 80204

Lieutenant Aaron Sanchez (aaron.sanchez@denvergov.org, 720.913.6010)

Coverage Area: 11.5 square miles (2 expansions)

2014 to Present

## Additional Services & Support

ShotSpotter, Inc. ShotSpotter Flex subscription service offering includes the following:

### Coverage Area Details:

- Coverage area footprint is determined by customer's needs and requirements.
- ShotSpotter hosts, secures, monitors and maintains all infrastructure.
- Qualified, reviewed and analyzed gunfire alerts verified by ShotSpotter acoustic analysts.
- Allocation of Alert Consoles, dispatcher or mobile, is configured at the discretion of the customer.

### Data Retention:

- ShotSpotter provides seven (7) years of alert/incident history.
- Stored gunfire incidents and a complete summary report of gunfire and fireworks activity is available for analysis.
  - High-level Summary and Basic Incident Reports
  - Detailed Forensic Reports

### Training:

- Comprehensive Onboarding Program tailored to customer's needs.
- Customers are eligible for an in-person training program which include the following:
  - Best Practices
  - Recommended Training, Tactics, and Procedures (TTPs)
  - End-user documentation
  - Administrator training
  - Online end-user training

### Support:

- Standard customer support includes 24/7 assistance with user account, software interface, tools, features, incident (re)classification and review.
- Investigative and consultative support for gunfire incidents, forensic reports, and expert witness services.

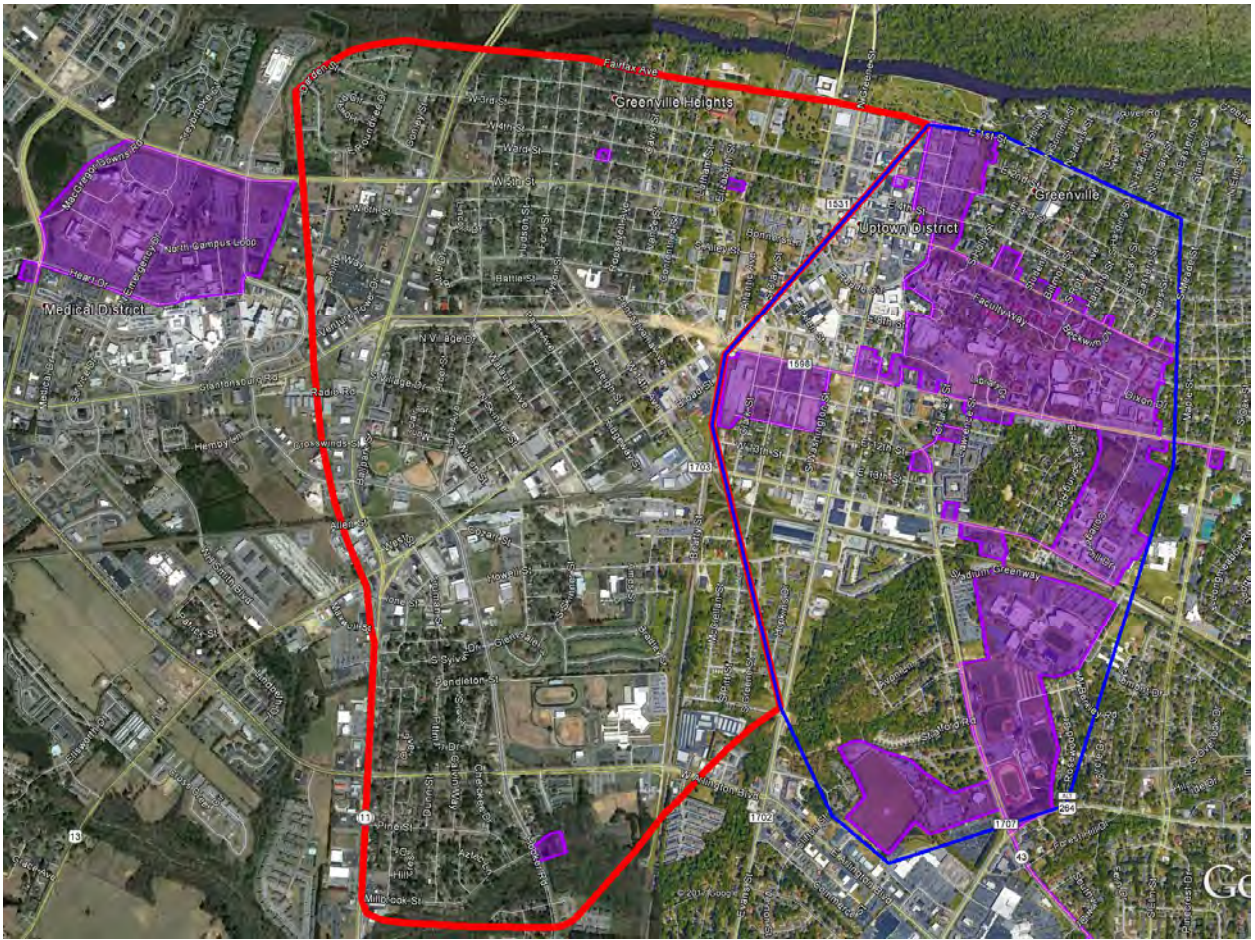
**Customer Requirements:**

- Provision network access required to meet ShotSpotter minimum specifications and requirements (ref “Host and Services Required to Use ShotSpotter Flex Clients” ShotSpotter FED-72-01) for all computers (PC and MDC) which will access the ShotSpotter Flex Service.
- Run the ShotSpotter System Profiler (a web-based analyzer) to verify system configuration and network access required for each computer (PC or MDC) which will access the ShotSpotter Flex service.

**Coverage Area(s)**

ShotSpotter systems are deployed to provide a dome of coverage for one or more specified areas. Each area is bounded by a specific coverage area perimeter. The area(s) to be covered are shown in the map image below, with each coverage area perimeter denoted by a boundary line. The areas outlined in the images are rough estimates of the recommended coverage area(s) and may not be exact. The precise size(s) of each area (e.g., in square miles or square kilometers) can only be verified with actual acoustic propagation information. This verification can only be accomplished during the installation process, therefore the shapes may vary.

DETECT • PROTECT • CONNECT



**Proposed ShotSpotter Flex<sup>SM</sup> Coverage and ShotSpotter SecureCampus<sup>SM</sup> Coverage = 3.6 mi<sup>2</sup>**

**City of Greenville Zone (Area within RED boundary) = 2.0 mi<sup>2</sup>**

**East Carolina University Zone (Area within BLUE boundary) = 1.6 mi<sup>2</sup>**

### **Analysis**

A Greenville Police Department analysis of gunfire related incidents in 2017, reveals that the above proposed 3.6 mi<sup>2</sup> ShotSpotter Flex<sup>SM</sup> and ShotSpotter SecureCampus<sup>SM</sup> coverage area represents 30% of all gunfire related calls for service city-wide, and 40% of gunfire related injuries.

## Pricing, Terms and Conditions

The following pricing is provided as a firm fixed price quotation for a three year contract commitment (paid annually). The price as listed herein does not include any state or local taxes. The City of Greenville is responsible for notifying ShotSpotter if the price needs to be adjusted for taxes. Pricing offer and any discounts are contingent upon receiving a fully executed three-year contract commitment **by October 12, 2018**.

### ShotSpotter Flex<sup>SM</sup> First-Year (City of Greenville Zone)

Service initiation fee for 2.0 square miles @ \$10,000/mi <sup>2</sup>	\$ 20,000.00
ShotSpotter Onboarding Program Onboarding, Training, and Best Practices Support	\$ 10,000.00
Annual Subscription fee for 2.0 square miles of ShotSpotter Flex <sup>SM</sup> Service @ \$65,000/mi <sup>2</sup> /yr City of Greenville Zone (Area within red boundary)	\$ 130,000.00
<b>Total ShotSpotter Flex<sup>SM</sup> First-Year Term</b>	<b>\$ 160,000.00</b>

### ShotSpotter SecureCampus<sup>SM</sup> First-Year (East Carolina University Zone)

Service Initiation Fee for 1.6 square miles @ \$10,000/mi <sup>2</sup>	\$ 16,000.00
<i>DISCOUNT: Service Initiation Fee*</i>	<i>- \$ 16,000.00</i>
Annual Subscription fee for 1.6 square miles of ShotSpotter SecureCampus <sup>SM</sup> Service @ \$65,000/mi <sup>2</sup> /yr East Carolina University Zone (Area within blue boundary)	\$ 104,000.00
<i>DISCOUNT: Annual Subscription Fee*</i>	<i>- \$ 39,000.00</i>
<b>Total ShotSpotter SecureCampus<sup>SM</sup> First-Year Term</b>	<b>\$ 65,000.00</b>

\*Discounts are contingent on ShotSpotter receiving a 3-year contract commitment, paid annually, by October 12<sup>th</sup>, 2018.



**Total 3-Year Contract Commitment (paid annually) ShotSpotter Flex<sup>SM</sup> + SecureCampus<sup>SM</sup>**

One-Time Service Startup Fees	\$ 30,000.00
First-Year Subscription for ShotSpotter Flex <sup>SM</sup> & ShotSpotter SecureCampus <sup>SM</sup>	\$ 195,000.00
Second-Year Subscription for ShotSpotter Flex <sup>SM</sup> & ShotSpotter SecureCampus <sup>SM</sup>	\$ 195,000.00
Third-Year Subscription for ShotSpotter Flex <sup>SM</sup> & ShotSpotter SecureCampus <sup>SM</sup>	\$ 195,000.00
<b>Grand Total Three-Year Subscription Contract</b>	<b>\$ 615,000.00</b>

**Payment Terms**

Payment for the service initiation and startup, and all subscription fees shall be as follows:

- \$112,500 due upon execution of agreement (50% Year 1)
- \$112,500 due upon “live” status of both areas (50% of Year 1)
- \$195,000 due prior to 1<sup>st</sup> anniversary of “live” status (Year 2)
- \$195,000 due prior to 2<sup>nd</sup> anniversary of “live” status (Year 3)

**Service Agreement (See Attached Exhibit)**

The attached ShotSpotter Flex Service Agreement (“Agreement”), which applies to both ShotSpotter Flex<sup>SM</sup> and ShotSpotter SecureCampus<sup>SM</sup>, is incorporated herein by reference and constitutes an integral part of this proposal. Unless specifically stated otherwise, should there be any conflict between the Agreement and this proposal, the Agreement shall take precedence over the proposal itself.



**Agreement**

**IN WITNESS THEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below.

**ShotSpotter, Inc.**

**City of Greenville**

By: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Signature)

(Authorized Signature)

Name: \_\_\_\_\_

Name: Ann E. Wall

Title: \_\_\_\_\_

Title: City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Emanuel D. McGirt, City Attorney

**PRE-AUDIT CERTIFICATION:**

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

\_\_\_\_\_  
Byron Hayes, Director of Financial Services

Date: \_\_\_\_\_

Account Number: \_\_\_\_\_

Project Code (if applicable) \_\_\_\_\_

**ShotSpotter, Inc.**  
**7979 Gateway Blvd, Suite 210**  
**Newark, California 94560**  
**+1.888.274.6877**  
**[info@ShotSpotter.com](mailto:info@ShotSpotter.com)**  
**[www.ShotSpotter.com](http://www.ShotSpotter.com)**

SERVICES AGREEMENT



ShotSpotter, Inc.  
7979 Gateway Blvd, Suite 210  
Newark, California 94560  
+1.888.274.6877  
info@ShotSpotter.com  
www.ShotSpotter.com

ShotSpotter, Inc., a Delaware corporation duly authorized to conduct business in the State of North Carolina having its principal office and principal office mailing address located at 7979 Gateway Blvd., Suite 210, Newark, CA 94560 (also “SST, Inc.,” “ShotSpotter,” “SST,” “we,” “us,” or “our”) and the end-user customer, the City of Greenville, a municipal corporation in the State of North Carolina, which includes its police department, the Greenville Police Department (also “GPD”) (collectively the “City”; also “Customer,” “you” or “your”)(collectively the “parties” or individually “party”) agree to the following ShotSpotter Flex Service Agreement, also known as the Services and License Agreement and General Terms and Conditions (hereinafter, “Agreement”).

The following Agreement is an essential part of the “Purchase Documents” (which term shall include this Agreement and all executed proposals and purchase orders, together with all attachments and appendices) under which you purchase ShotSpotter Gunshot Location services identified in the Purchase Documents and described herein (“Service”). Your access, or use of any part of the Service (and/or signature on the purchase order and/or Agreement) shall constitute your representation that you have read and agree to all the terms and conditions of this Agreement and your purchase or order of the Service. If you do not agree to be bound by these terms and conditions, do not access or use any part of the Service.

## 1. SERVICES.

In consideration of the parties’ mutual under-takings set forth in the Purchase Documents, the parties agree as follows:

For purposes of this Agreement, the Service shall consist of (i) providing access by the Customer to Reviewed Alerts delivered via a password-protected internet portal (“Alert Console”) and user interface supplied by ShotSpotter (together the Alert Console and interface shall be called the “Software”) (ii) providing access to historical Reviewed Alerts and incident information via the Software; and (iii) other services as specified in the Purchase Documents.

Reviewed Alerts consist of data for gunfire incidents, detected by the ShotSpotter Gunshot Location System and reviewed by a ShotSpotter incident reviewer employee (see Exhibit A).

ShotSpotter will install or convert the ShotSpotter Gunshot Location System in the coverage area specified in the Purchase Document. ShotSpotter will host the Service and may update the functionality and Software of the Service from time to time in its sole discretion and in accordance with this Agreement.

Except in the circumstances where a system has been previously purchased and is being converted, ShotSpotter shall retain ownership of, and all rights to, all components of the ShotSpotter Gunshot Location

System, including hardware components, Software and firmware. Under this Agreement the Customer is only licensing rights to access the incident information detected by the ShotSpotter Gunshot Location System.

## 2. LICENSE.

The following sets forth the terms and conditions of your non-exclusive, non-transferable, and terminable license to use the Software, Service, and Data (as those terms are defined herein). The licensing rights and the licensing restrictions identified herein apply to the City and extend to other Law Enforcement Partners with Law Enforcement Partners defined as those agencies (City or otherwise) that are participating in the City's gunfire reduction efforts. By extending these rights to City Law Enforcement Partners, the City agrees to assume responsibility for ensuring that use of the Software, Service and Data by all Law Enforcement Partners is in accordance with the licensing restrictions defined in this Agreement.

This License creates important legal rights and obligations, so please read it carefully before using the Service. This License constitutes an offer by us to you. **By manifesting electronically your assent to these terms, using the service, or by executing this Agreement, you agree to be bound by the terms and conditions of this license.** If you do not agree to be bound by the terms of this License, do not issue or execute this Agreement.

### A. RIGHTS IN DATA.

All Data created, generated, modified, compiled, stored, kept or displayed by ShotSpotter through the Subscription Service in the course of providing the Subscription Service and related Services to City, remains the sole and exclusive property of ShotSpotter. ShotSpotter expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer, sell, offer for sale, and to use any and all Data for any purpose, and to authorize, license, and sublicense others to do any or all of the same.

ShotSpotter will not release or disseminate to any person or entity Data related to or consisting of specific forensic or law enforcement sensitive incident information that the City identifies as pertaining to any active inquiry, investigation or prosecution, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law. ShotSpotter will not release, sell, license, or otherwise distribute the Data to the press or media without the prior express written consent of City.

City shall have the unrestricted right to download, make copies of, distribute and use the Data within its own organization, exclusively for its own law enforcement and prosecutorial purposes, including but not

limited to detecting and locating gunfire, routine archival recordkeeping, evidentiary, investigative, and/or analytic purposes. City will not provide, license the use of, or sell Data to any third party. Such restriction will not apply to: (i) collaborating with other law enforcement agencies with regard to the investigation and prosecution of gun crimes detected by the ShotSpotter service; and/or (ii) transferring Data to other law enforcement or prosecutorial agencies and/or systems that are participating in City gunfire reduction efforts; and/or (iii) complying with a court order or other applicable legal requirement.

## **B. RESTRICTIONS.**

The Software and Data are our proprietary products, may incorporate components supplied to us under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law, and international treaty provisions. All such rights in and to Software and Data and any part thereof are the property of us or our suppliers. By virtue of this License, you acquire only the right to use the Software and Data in accordance with this Agreement, but otherwise acquire no license, title or ownership rights, express or implied, in or to the Software or Data, or any right to use or practice any of our patents, copyrights, trademarks, or trade secrets, all of which rights are reserved expressly by us or our suppliers. You may not make any copies of the written materials or documentation that accompanied any component of the Software, or use them, or any other information concerning the Service that we have designated as confidential, for any purpose other than bona fide use of the Service or Software for the specific purposes contemplated herein, nor allow anyone else to do so, so long as said written materials or documentation comply with the provisions of N.C.G.S. § 132-1.2. You shall not, without our express written consent, which may be withheld or conditioned in our sole discretion: (i) modify, adapt, alter, translate, copy, perform, or display (publicly or otherwise) or create compilations, derivative, new or other works based, in whole or in part, on the Software or the Service; (ii) merge, combine, integrate, or bundle the Software in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available the Service, Data, or Software to any person other than the specific end-user customer identified to ShotSpotter in the Purchase Documents, sell, resell, sublicense, lease, rent, or loan the Service, Data, or Software, in whole or in part, or (iv) provide use or permit operation of any of the Service, or Software by any person other than the original end- user customer designated in the Purchase Documents, nor in or through any application service provider, service bureau, rental, or time-sharing arrangement; (v) disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover, any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Data or Software, or any data or information created, compiled, displayed, or accessible through the System, in whole or in



part; or (vi) remove, modify, or obscure any identification or proprietary or restrictive rights markings or notices from the Data, Software or any component thereof.

ShotSpotter and its licensors retain all ownership of all intellectual property rights in and to all Data, Software, all computer programs, related documentation, technology, know-how, and methods and processes embodied in or made available to you in connection with the Service, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks, and service marks. All rights not expressly granted to you herein are reserved by ShotSpotter. You shall take all reasonable measures to protect ShotSpotter's intellectual property rights in the Service and Software, including providing assistance and measures as are reasonably requested by ShotSpotter from time to time.

You are hereby placed on notice that alteration or removal of copyright management information (including, without limitation, licensor's name and other identifying information, name of the Service, the terms and conditions of this License, and identifying numbers or symbols) embodied in or associated with the Service is prohibited, because such conduct may cause others to infringe our rights in and to the system, Service and/or Software. You may also not obscure or remove any confidentiality, patent, trademark, or copyright notices on any component of the Service, or any documentation.

#### **C. TERMINATION.**

You agree that your right to use the Service, Software, and Data will terminate automatically if you violate any of the terms of this License, or fail to timely pay any sums you owe to ShotSpotter, or fail to renew the Service upon expiration of the Service term. In the event of termination, your access to the Data and Software will be terminated, and ShotSpotter will cease delivering Reviewed Alerts, and disable your access to the Data. Customer agrees that ShotSpotter shall not be liable to Customer nor to any third party for any suspension of the Service resulting from Customer's nonpayment of fees as described in this section.

#### **D. MODIFICATION TO OR DISCONTINUATION OF THE SERVICE.**

ShotSpotter reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that ShotSpotter modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, ShotSpotter, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer at ShotSpotter's expense. In the event that ShotSpotter is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Service fees paid under the Agreement for use of the Service which was paid for by Customer but not yet furnished by ShotSpotter as of the date of such termination. Customer acknowledges that ShotSpotter reserves the right to discontinue offering the Service at the conclusion of Customer's then current term.

Customer agrees that ShotSpotter shall not be liable to Customer or to any third party for any modification of the Service as described in this section.

#### **E. OTHER RESTRICTIONS.**

You acknowledge and agree that the source code and internal structure of the Software, Data, and Service, as well as documentation, operations manual, and training material are our confidential property, and trade secrets, the value of which would be destroyed by disclosure to the public. Use by anyone other than you of the Service, documentation, and Data is prohibited, unless otherwise provided for herein or pursuant to a valid assignment under this Agreement.

#### **F. TERMINATION FOR CONVENIENCE.**

Customer may terminate this Agreement at any time upon thirty (30) days' written notice to ShotSpotter. Should Customer terminate this Agreement, ShotSpotter shall immediately cease work on the effective termination date and Customer shall pay ShotSpotter the amount due for all Services delivered up to the effective date of termination. The parties understand and agree that, should Customer terminate the Agreement through no fault of, or breach by ShotSpotter, no refund will be granted by ShotSpotter for any portion of the Service that may have been previously paid for by Customer, but go unused as a result of the termination.

### **3. LIMITED EXCLUSIVE WARRANTY.**

Provided that you comply with your obligations under this Agreement, we warrant that the Software (as defined herein) will be free of defects in workmanship which materially impair the functioning of the Service and Software in substantial conformity with the specifications documentation accompanying the Service. The Software covered under this limited exclusive warranty consists exclusively of ShotSpotter Alert Console software and user interface (including but not limited to ShotSpotter Flex<sup>SM</sup> and ShotSpotter SecureCampus<sup>SM</sup>), installed and operated locally on customer's computers and devices supplied by ShotSpotter for your use by on and in connection with a ShotSpotter System, subject to the terms and conditions of the License between you and us.

#### **A. REVIEWED ALERT SERVICE LEVELS.**

Regarding sonic event review and alert services, subject to the Customer's compliance with its obligations hereunder, and to the disclaimers and limitations set forth in Exhibit A, and in Sections 5(C), 6, 7, 13, and 15 of this Agreement, we agree to provide the service levels set forth in Exhibit A, attached hereto.

### **C. OTHER WARRANTY.**

ShotSpotter warrants that the Service, Data, and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

**The limited exclusive warranties expressly set forth in this Agreement are the only warranties made to you and are provided in lieu of any other warranties (if any) created by any documentation or packaging, or otherwise express or implied. These limited exclusive warranties give you specific legal rights, and you may also have other rights which vary by jurisdiction.**

### **4. SHOTSPOTTER SUPPORT.**

During the term of the Services and as part of the agreement between the parties, ShotSpotter will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to providing Customer with user guides, online help, online training presentation, and online training sessions (as available). ShotSpotter will provide reasonable efforts to respond via email to requests for support relating to incident classification within 8 hours of the request.

In addition, ShotSpotter will use commercially-reasonable efforts to respond to other support requests within 24 hours of receipt of the request during the period of 8:00 am to 5:00 pm Monday through Friday (Eastern Standard Time). The email support specialist shall be responsible for receiving Customer reports of missed incidents, or errors in the Service, and, to the extent practicable over email or telephone, making commercially- reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then ShotSpotter will use commercially-reasonable efforts to restore functionality of the Service to Service specifications within 72 hours of receipt of the report.

### **A. FORENSIC REPORTS.**

As part of the agreement between the parties, ShotSpotter, at the specific request of the Customer, will produce and provide a reasonable quantity of detailed incident forensic reports for any ShotSpotter detected incidents, including Reviewed Alerts, if such information is deemed by the Customer to be valuable to the Customer for investigation, follow-up, prosecutorial requirements, litigation, or after action review.

Such reports must be requested a minimum of 5 days in advance of when needed, and all such requests must be in writing and addressed to the ShotSpotter Customer Service Department. Customer should expect delivery of these reports within 5 days after receipt of the request. This benefit shall only be available to Customer if Customer is fully current with payments due under this Agreement. In the case that Customer

is not current with its payments, then forensic reports shall not be generated nor provided to Customer until Customer becomes current with its payment obligations.

#### **B. EXPERT WITNESS SERVICES.**

ShotSpotter offers reasonable expert witness services. The Customer will be responsible for all reasonable travel and per diem reimbursement according to applicable GSA rates. At the specific request of the Customer, ShotSpotter will provide individual(s) for the purposes of expert witness testimony for any ShotSpotter detected incidents, including Reviewed Alerts, for which the incident information is deemed by the Customer to be valuable to the Customer's prosecutorial or litigation-related requirements. Customer understands that ShotSpotter undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. ShotSpotter requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations, and a point of contact for ShotSpotter personnel. Due to the nature of legal proceedings, ShotSpotter cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings. Prior to payment by Customer, ShotSpotter will provide to Customer an itemized invoice for all said services rendered.

#### **C. CURRENT PRODUCT RELEASES.**

As part of the Service Initiation process, ShotSpotter will implement the most current releases of the ShotSpotter Gunshot Location software, hardware, and firmware available as of the date of execution of this Agreement.

### **5. TERM, RENEWAL.**

#### **A. TERM AND COMMENCEMENT.**

The Service term shall be specified in the Purchase Documents and will commence on the date that the Service is available to the Customer via the Alert Console.

#### **B. RENEWAL.**

The Service may be renewed for successive periods of one year each, in accordance with the following procedure. Not later than thirty (30) days prior to the expiration of the Service term then in effect, Customer shall issue a purchase order and tender payment in full for the next annual renewal (unless otherwise agreed in writing by ShotSpotter), and the term shall be renewed for another year. ShotSpotter shall provide

Customer with renewal fees, terms and conditions for the next successive renewal term but no later than 90 days from the expiration date. Customer acknowledges that the Service fees, terms and conditions, and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms.

If Customer fails to renew in a timely manner and hence allows the Service term to expire then the Service will terminate in accordance with Section 2.C. At its discretion, ShotSpotter may remove the ShotSpotter Gunshot Location System and any components from the coverage area at that time. If ShotSpotter does not remove the ShotSpotter Gunshot Location System from the coverage area, Customer may reinstate the Service at a later date by renewing, however, Customer will not have access to any Reviewed Alerts that it would have had access to during the lapsed period.

#### **C. COMMERCIAL CARRIER DATA SERVICES.**

The ShotSpotter Gunshot Location System may use wired, wireless, or cellular wireless acoustic sensor communications which necessitates the existence of a real-time data communications channel from each sensor to the hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless, or wireless cellular communications may impact the ability of ShotSpotter to provide the Service. In such circumstances ShotSpotter will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event ShotSpotter is unable to do so, ShotSpotter will terminate the Service and refund a pro-rata portion of the annual Service fee to Customer.

#### **6. IP INFRINGEMENT; EXCLUSIVE REMEDY.**

Subject to the terms and conditions hereof, ShotSpotter agrees to defend and indemnify Customer (provided it is the actual End-user Customer of the Service) from and against losses, suits, damages, liability, and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the End-user Customer by a third party unrelated to the Customer, in which such third party asserts a claim that the Service and/or Software, when used in accordance with ShotSpotter's specifications and for the purposes intended, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to purchase either or both the ShotSpotter Flex<sup>SM</sup> and/or the ShotSpotter SecureCampus<sup>SM</sup> Systems..

**Provided, however,** that ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the

defense thereof, and that Customer shall provide ShotSpotter with reasonably prompt written notice of any such suit or action, and of any oral, written, or other communication or other information or circumstances of which Customer becomes aware that could reasonably be expected to lead to such a suit or action (including any and all cease and desist demands or warnings, and offers or invitations to enter license agreements), and shall provide ShotSpotter all reasonable assistance and information in connection with ShotSpotter's investigation and defense of any claim of infringement.

**Further provided, however,** that this section shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a reseller, integrator, service provider or supplier modifies, alters, substitutes, or supplements any of the Service, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities or applications not licensed by ShotSpotter as part of the Service, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction, or specification furnished by the Customer, nor to the extent that the Service or Software are used for or in connection with any purpose, application, or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the Service, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against a customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Service or Software, (2) modify or replace such Service or Software to make it or them non-infringing, or (3) refund to the purchaser a pro-rata portion of the annual Service price paid for the Service System.

**The foregoing section states the entire liability of ShotSpotter and Customer's exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the system, system components, and/or software. This section is in lieu of and replaces any other expressed, implied, or statutory warranty against infringement of any and all intellectual property rights.**



## **7. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS IMPORTANT; PLEASE READ CAREFULLY.**

To the maximum extent permitted by applicable law, the limited warranties expressly set forth above are exclusive, and in lieu of all other warranties, whether written, oral, express, implied, or statutory. There are no warranties that extend beyond those expressly set forth herein, and no prior statements, representations, or course of dealing by any ShotSpotter representatives shall vary, expand, or modify these warranties.

To the maximum extent permitted by applicable law, all other representations or warranties, express, implied, or statutory, including without limitation, any warranties of non-infringement, quality, suitability, merchantability, fitness for a particular purpose, or otherwise of any services or any goods provided incidental to the services provided under this Agreement are hereby expressly disclaimed and superseded by the exclusive limited express warranty and disclaimers set forth herein.

Without limiting the generality of the foregoing limitations and disclaimers, while the Service is not designed, sold, or intended to be used to detect, intercept, transmit, or record oral or other communications of any kind, ShotSpotter cannot control how the Service is used, and, accordingly, ShotSpotter does not warrant or represent, expressly or implicitly, that use of the Service will comply or conform to the requirements of federal, state or local statutes, ordinances and laws, or that use of the Service will not violate the privacy rights of third parties. You shall be solely responsible for using the Service in full compliance with applicable law and the rights of third persons.

Further, regardless of any prior statements, representations, or course of dealings by any ShotSpotter representatives, we do not warrant or represent, expressly or implicitly, that the Service or its use will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.

ShotSpotter expressly disclaims, and does not undertake or assume any duty, obligation, or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Services or Reviewed Alerts provided by ShotSpotter, or for any consequences or outcomes, including any death, injury, or loss

or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions, or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the Customer in reliance, in whole or in part, on any Services provided by ShotSpotter, including any death, injury, or loss or damage to any property.

Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed.

The parties each acknowledge and agree that the Service is not a consumer good, and is not intended for sale to or use by or for personal, family, or household use.

## **8. YOUR OBLIGATIONS.**

You acknowledge and agree that ShotSpotter's duties, including warranty obligations, and ability to perform its obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations hereunder, including, but not limited to:

**A.** You agree to pay all sums due under the purchase agreement or order as and when they are due pursuant to the terms of such agreement or order. Actual access and use of the ShotSpotter Service shall constitute evidence that the Service is active and the final payment is due.

**B.** You agree to use your best efforts to timely perform and comply with all of your obligations allocated to you in the Purchase Documents and/or other contract documents, including, without limitation, provisions regarding assisting ShotSpotter in obtaining sensor site permissions from premises owners or lessors, in locations reasonably acceptable to ShotSpotter, which obligations are incorporated by reference and made a part hereof. The parties understand and agree that ShotSpotter shall be responsible for the activities and costs associated with securing from premises owners or lessors all rights necessary to enter onto their premises to install sensors, and to place, operate and maintain such sensors on such premises. The City's obligations with respect to sensor deployment is simply to assist ShotSpotter in securing permission where City's participation is required in order to secure permission. ShotSpotter's duties, including warranty obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations set forth herein, and in the Purchase Documents.

**C.** You shall not permit any alteration, modification, substitution, or supplementation of the ShotSpotter Service or web portal, or the combining, connection, merging, bundling, or integration of the ShotSpotter Service or web portal into or with any other system, equipment, hardware, software, technology, function or capability, without our prior written consent.

**D.** Unless otherwise expressly agreed in advance in writing by ShotSpotter, you shall not resell, transfer, distribute, or allow access to the Service or web portal or any portion thereof, to any person other than the specific end-user previously identified to ShotSpotter in the Purchase Documents, and shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators or other third parties to operate, have access to, or sublicense the Products.

**E. Customer Must Have Internet Access.** In order to use the Service, Customer must have or must obtain access to the World Wide Web to enable a secure https connection from the Customer's work station to ShotSpotter's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

**F. Passwords and Access.** Customer may designate up to the number of users under Customer's account which corresponds to the access required by assigning unique passwords and user names. Customer will be responsible for the confidentiality and use of Customer's password and user names, and agrees that sharing passwords and/or user names with unauthorized users is prohibited.

**G.** You shall comply with all applicable laws, rules, and regulations relating to the goods and services provided hereunder.

## **9. INTELLECTUAL PROPERTY RIGHTS; LIMITED LICENSE.**

We or our licensors retain all ownership of all intellectual property rights in and to all data, software, computer programs, related documentation, technology, know-how, and processes embodied in or made available to you in connection with the Service, and Software, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks, and service marks. Your rights to install and use the Data and Software are limited, and shall be strictly in accordance with the License set forth in Section 2 hereof. Any and all rights not granted expressly in such License are hereby reserved.

## **10. EXPORT CONTROL.**

Not Applicable.

## 11. PROTECTION OF CONFIDENTIAL INFORMATION.

Unless either party (the “Receiving Party”) obtains prior written consent from the other (the “Disclosing Party”), the Receiving Party agrees that it will not reproduce, use for purposes other than those expressly permitted herein, disclose, sell, license, afford access to, distribute, or disseminate any information: i) obtained from the Disclosing Party in connection with the System purchase, installation, or operation, and designated by it from time to time as confidential; ii) the documentation, use and operations manuals; and output data created or compiled by the ShotSpotter Flex<sup>SM</sup> and/or ShotSpotter SecureCampus<sup>SM</sup> Systems; iii) your use of the ShotSpotter Flex<sup>SM</sup> and ShotSpotter SecureCampus<sup>SM</sup> Systems or technology, your deployment methodology, results, or related facts; iv) the contractual terms and payment terms applicable to the purchase of the ShotSpotter Flex<sup>SM</sup> and ShotSpotter SecureCampus<sup>SM</sup> Systems or technology, except as required by local law (collectively, “Confidential Information”) Unless a section of the Purchase Document(s) specifically identifies the identity of Customer as Confidential Information, the fact that Customer is a customer of ShotSpotter shall not itself be considered Confidential Information, nor shall the name of any city in which the ShotSpotter GLS System is deployed be considered confidential information. Recipient’s obligations under this section shall not apply to any of Discloser’s Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient’s possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser’s Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of Discloser’s Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by such Recipient; provided, however, such Recipient shall provide prompt prior written notice thereof to such Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. Receiving Party shall use reasonable controls to protect the confidentiality of and restrict access to all such Confidential Information to those persons having a specific need to know the same for purposes expressly authorized herein, and render unreadable prior to discarding, all records containing our Confidential Information. In any event such controls shall not be less protective than those Receiving Party uses to secure and protect its own confidential, but not “Classified” or otherwise Government-legended, information.

## 12. NOTICES.

### A. ShotSpotter's Contact Information for Notices:

ShotSpotter, Inc.  
Attn: Sonya Strickler, VP - Finance & Controller  
7979 Gateway Blvd., Suite 210  
Newark, CA 94560  
Telephone: (510) 794-3134  
Facsimile: (408) 716- 3279  
Email: sstrickler@shotspotter.com

### e. Customer's Address for Notices:

City of Greenville  
Attn: IT Department  
City Hall  
200 West Fifth Street  
P.O. Box 7207  
Greenville, NC 27835-7207  
Telephone: (252) 329-4827  
Facsimile: (252) 329-4125  
Email: jhoggard@greenvillenc.gov (Jon Hoggard, Systems Analyst IV)

Any notice or other communication required or permitted to be given under this Agreement shall be in writing at such party's address, email, or telephone number or at such party's last known address, email, or telephone number. The party's contact information (including but not limited to address, email, and telephone number) may be changed by written notice to the other party as provided herein.

## 13. FORCE MAJEURE.

In no event shall ShotSpotter be liable for any delay or default in its performance of any obligation under this or any other agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond ShotSpotter's reasonable control. At ShotSpotter's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of ShotSpotter so long as any such cause shall prevent or delay performance,

and ShotSpotter agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

#### **14. DEFAULT; REMEDIES.**

Upon the occurrence of any default by or breach of your obligations, we may at our option, effective immediately, either: (i) terminate our future obligations under this agreement, terminate your License to use the Service and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the Agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, you shall also be responsible for paying repossession, and shipping costs.

#### **15. LIMITATIONS ON LIABILITY.**

In no event shall either party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.

**In any event, except for its IP infringement indemnity obligations under section 6 hereof, ShotSpotter's cumulative liability for all losses, claims, suits, controversies, breaches, or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this agreement) and regardless of the form of action or legal theory shall not exceed two times the amount paid to ShotSpotter under this Agreement, or the amount of insurance maintained by ShotSpotter available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.**

#### **16. GENERAL PROVISIONS.**

##### **A. NO AGENCY.**

Neither ShotSpotter nor any of its employees is an agent or representative of Customer and the Customer is solely responsible for obtaining any required authorizations from any governmental agency, body or commission and for compliance therewith.



**B. COMPLIANCE WITH LAWS AND TAXES.**

You shall comply with all applicable laws, statutes, and regulations relating to the sale, distribution, and use of the Service and the performance of your duties and obligations hereunder. All prices are exclusive of all tariffs, customs duties, imposts, national, federal, provincial, state, and local VAT, excise, sales, use and similar taxes. You will be responsible for paying any and all such taxes and tariffs, when applicable.

**C. EQUAL OPPORTUNITY CONTRACT CLAUSE.**

ShotSpotter is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60- 1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders.

**D. SEVERABILITY AND INTERPRETATION.**

If any provision, in whole or in part, of this Agreement and/or the Purchase Documents of which it is a part is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions, and there shall be substituted for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. No part or provision shall be interpreted in favor or against any party because such party or its counsel drafted the relevant provision. No course of dealing, usage, custom of trade, or communication between the parties shall modify or alter any of the rights or obligations of the parties under this Agreement and Purchase Document(s).

**E. INTEGRATION, AMENDMENT, AND WAIVER.**

This Agreement, and the Purchase Documents of which it is a part, together with any other exhibits or appendices thereto, constitute the entire understanding between ShotSpotter and you. No other documents or representations shall be used in interpreting it. Any and all written or oral agreements heretofore existing between the parties are expressly cancelled and/or superseded. Any other document, proposal, specification, statement of work, marketing collateral, or representation which may vary, alter, amend, or supplement these terms and conditions will not be binding unless agreed to in a writing signed by appropriate representatives of both ShotSpotter and Customer. No modification, variance, amendment, or waiver of any part of the Agreement or Purchase Documents shall be binding upon either party, whether written, oral, or in any other medium, unless made in writing and signed by authorized representatives of both parties. All the parties' rights and duties are material and time is of the essence; no waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party; no waiver of either party's breach of any provision of this Agreement or Purchase Documents shall constitute a waiver of any

prior or subsequent breach of the same or any other provision, and no failure to exercise, and no delay in exercising, any right(s) hereunder on either party's part shall operate as a waiver of any such right; all of the parties' rights are cumulative; and, no single or partial exercise of any right hereunder shall preclude further exercise of such right or any other right.

#### **F. BENEFIT AND BURDEN; ASSIGNMENT.**

Subject to the following provisions, this Agreement and the Purchase Documents of which they are a part shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns only. Notwithstanding that the Service and Software, and its output data may be used for law enforcement, military, public safety, and force protection purposes, there are no third party beneficiaries intended to benefit from these general terms and conditions of sale, or the agreement or order of which they are a part. Customer may not assign or transfer this Agreement and the Purchase Documents of which they are a part, or any of the rights granted therein, in whole or in part, by operation of law or otherwise, without ShotSpotter's express prior written consent. ShotSpotter may assign or transfer this Agreement and the Purchase Documents and/or ShotSpotter's rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining Customer's consent. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without ShotSpotter's express consent.

#### **G. GOVERNING LAW AND DISPUTE RESOLUTION.**

Regarding jurisdiction and governing Law: (A) This Agreement and all Purchase Documents shall be deemed made in Pitt County, North Carolina and the validity, performance, and construction of this Agreement and all Purchase Documents shall be governed by and construed in accordance with the laws of the State of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement and/or any Purchase Documents shall be the North Carolina General Court of Justice, in Pitt County, North Carolina. Such actions shall neither be commenced in nor removed to federal court. The Parties further agree that in any action arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), and court costs from the other party. This subsection shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (B) "Agent for Service of Process" means every person now or hereafter appointed by ShotSpotter to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, ShotSpotter agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and

complaint. ShotSpotter will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to ShotSpotter. This subsection (B) does not apply while ShotSpotter maintains a registered agent in North Carolina with the office of the North Carolina Secretary of State and such registered agent can be found with due diligence at the registered office.

#### **H. E-VERIFY COMPLIANCE.**

ShotSpotter shall comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. Further if ShotSpotter utilizes a subcontractor, ShotSpotter shall require the subcontractor to comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. ShotSpotter represents that it and its subcontractors are in compliance with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes.

## Exhibit A

### ShotSpotter Gunshot Location System®

#### Reviewed Alert Service Levels

#### Summary

Under the terms and conditions of the ShotSpotter Services Agreement between ShotSpotter, Inc. and Customer, ShotSpotter commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services<sup>1</sup>:

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

#### Gunshot Detection & Location Performance

ShotSpotter will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

#### Reviewed Alerts Service

The ShotSpotter real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer's confidence level that the incident is or may be gunfire, will result in an alert ("Reviewed Alert") sent to the Customer's **Alert Console** or **ShotSpotter App**, based on the following criteria:

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<sup>1</sup> See attached "ShotSpotter – Definition of Key Terms" for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot “SG” or Multiple Gunshots “MG”) sent to Customer’s Alert Console and/or ShotSpotter App
Uncertain if incident is gunfire or not	Reviewed Possible Gunfire (“PG”) Alert sent to Customer’s Alert Console and/or ShotSpotter App
Low confidence incident is gunfire	<b>No alert</b> will be sent; incident available for Customer review in the incident history available through the Investigator Portal

Reviewed Alerts are sent to the customer’s Alert Console and/or ShotSpotter App. Information in a Reviewed Alert will include the following:

- “Dot on the map” with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
  - Qualitative data on the type/severity of incident: Fully automatic, High Capacity
  - Other comments (if any)

The Alerts Console, ShotSpotter App, and Investigator Portal provide the Customer with full and immediate access to incident history including information ShotSpotter uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the Customer is under active subscription.

### Service Availability

The ShotSpotter Gunshot Location Service<sup>2</sup> will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; and c) third party network outages beyond ShotSpotter’s control.

### Customer SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with Customer. For each calendar quarter that ShotSpotter does not meet at least two of the three above standards, a fee reduction representing one free week of

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<sup>2</sup> Flex service includes all database, applications, and communications services hosted by ShotSpotter, Inc. at our data center and specifically exclude Customer’s internal network or systems or 3<sup>rd</sup> party communications networks, e.g. Verizon, AT&T or Customer’s Internet Service Provider.

service (for the affected Coverage Area) for each missed quarter shall be included during a future Customer renewal.

### **Service Level Exclusions and Modifications**

ShotSpotter takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48 hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, ShotSpotter uses fireworks suppression techniques<sup>3</sup>.

The ShotSpotter sensors send incident information to the ShotSpotter cloud via third party cellular, wireless or wired networks. ShotSpotter is not responsible for outages on the third-party networks.

### **Service Failure Notification**

Should ShotSpotter identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts ShotSpotter's ability to meet the Gunshot Detection & Location standard (above), ShotSpotter will proactively notify the Customer with: a) a brief explanation of the condition; b) how the Customer's service is affected; and c) the approximate timeframe for resolution. ShotSpotter will also notify the Customer once any such condition is resolved.

### **Customer Responsibilities**

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. ShotSpotter does not assume any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by ShotSpotter.

Customer must inform ShotSpotter when Verified Incidents of gunfire are missed by the ShotSpotter Gunshot Location System in order to properly calculate Performance Rate, as defined below.

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<sup>3</sup> ShotSpotter will put the ShotSpotter system into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. ShotSpotter will formally inform the customer prior to the system being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer no the Alert Console or ShotSpotter App, however these non-gunfire incidents will continue to be stored in the database for use if required at a later time.



Customer is responsible for providing any required workstations, mobile devices and internet access for the Alert Console, ShotSpotter App or Investigator Portal.

### ShotSpotter – Definition of Key Terms

The ShotSpotter Gunshot Location System will provide data for correct detection and accurate location for ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within a coverage area, the “Coverage Area”, provided the measurement is Statistically Significant, as defined below. This performance rate shall be calculated as a percentage as follows:

$$Performance\ Rate = \frac{NumberAccuratelyLocated}{(NumberAccuratelyLocated + NumberNotDetected + NumberMislocated)}$$

where the “*Performance Rate*” is a number expressed as a percentage, “*NumberAccuratelyLocated*” is the number of “Gunfire Incidents” occurring within the Coverage Area during the specified period for which the ShotSpotter produced an Accurate Location, *NumberMislocated* is the number of Verified Incidents (a “Verified Incident” is an incident where Customer has physical or other credible evidence that gunfire took place) for which the ShotSpotter produced an inaccurate location (i.e., a Mislocated Incident), and *NumberNotDetected* is the number of Verified Incidents for which the ShotSpotter failed to report a location at all (i.e., Missed Incidents).

An “Accurate Location” shall mean an incident located by the ShotSpotter to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooters location (25 meters = approximately 82 feet). “Detectable Gunfire” incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e. not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

ShotSpotter Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the customer

ShotSpotter performance is guaranteed after a “Statistically Significant” set of incidents has been detected in accordance with timeframes set forth herein and following DQV and commercial system acceptance. Because the ShotSpotter is designed to cover the indigenously occurring, community-generated gunfire (which is typically well distributed throughout the Coverage Area), performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter Gunshot Location system is not a “point protection” system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations which shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (i) thirty (30) incidents for systems of up to three (3) square miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are three (3) square miles or larger.



## City of Greenville, North Carolina

Meeting Date: 10/11/2018  
Time: 6:00 PM

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**Title of Item:** Resolution authorizing the conveyance of City-owned property at 1509 Fleming Street to the Greenville Housing Development Corporation

**Explanation:** **Abstract:** The Greenville Housing Development Corporation would like to construct an affordable single-family home on a buildable City-owned parcel at 1509 Fleming Street. The parcel is located within the West Greenville Certified Redevelopment Area in the Lincoln Park Neighborhood. Staff recommends conveyance of the parcel by means of private sale to the Greenville Housing Development Corporation in accordance with the provisions of North Carolina General Statutes 160A-279 and 157-9.

**Explanation:** The Greenville Housing Development Corporation has requested that the City donate the City-owned property at 1509 Fleming Street. The Greenville Housing Development Corporation intends to construct a single-family home on the property for a low- to moderate- income homebuyer. The terms of the sale would be to convey the lot to the Greenville Housing Development Corporation in exchange for the construction of an affordable single-family home. The home must meet the City of Greenville's new home standards and approved floor plans.

Since its inception in 1983, the Greenville Housing Development Corporation has built five single-family homes and three apartment complexes for low- to moderate- income families in Greenville. Developing partnerships is a primary objective for the City's Housing Division, as noted in numerous planning studies and its HUD Consolidated Plan. Partnerships such as these allow the City to leverage additional funding dollars, share resources and expertise, and develop programs that will truly benefit the community.

The Greenville Housing Development Corporation will be carrying out a documented City of Greenville objective within the West Greenville Certified Redevelopment Area. Providing affordable homeownership opportunities to low- to moderate- income families in the West Greenville Certified Redevelopment Area has consistently been a top priority for the City of Greenville.

**Fiscal Note:** The appraised value of the property is \$11,500.

**Recommendation:** Adopt the resolution authorizing the conveyance of 1509 Fleming Street, Pitt County parcel number 82102, to the Greenville Housing Development Corporation to develop one affordable single-family home.

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ATTACHMENTS:

- ☐ **Resolution\_1509\_Fleming\_1081024**
- ☐ **Donation\_of\_1509\_Fleming\_Street\_to\_the\_Greenville\_Housing\_Development\_Corporation\_1082056**
- ☐ **West Greenville Restrictive Covenants**

RESOLUTION NO. \_\_\_\_-018

RESOLUTION AUTHORIZING THE CONVEYANCE OF PROPERTY LOCATED AT 1509 FLEMING STREET TO GREENVILLE HOUSING DEVELOPMENT CORPORATION

WHEREAS, the City of Greenville recognizes the importance of affordable housing for low to moderate income families;

WHEREAS, the City of Greenville is authorized pursuant to North Carolina General Statute 160A-279 to convey property to a non-profit entity for affordable housing purposes as permitted by North Carolina General Statutes 160A-279 and 157-9;

WHEREAS, the City of Greenville, during the October 11, 2018, meeting, heard a request to convey the property located at 1509 Fleming Street to Greenville Housing Development Corporation for the purpose to build an affordable single family home for a low-moderate income family using Pitt County General Contractors;

WHEREAS, a condition of the conveyance will be that the home must remain affordable for a period of twenty (20) years and must be sold to a low to moderate income family; and

WHEREAS, North Carolina General Statute 160A-279 authorizes a conveyance of property to Greenville Housing Development Corporation for affordable housing purposes as permitted by North Carolina General Statutes 160A-279 and 157-9;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Greenville that it does hereby authorize the conveyance of property consisting of tax parcel #82102 located at 1509 Fleming Street to Greenville Housing Development Corporation with the condition that the use of the property is limited to affordable housing for low-moderate income families.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the said request by Greenville Housing Development Corporation to have property located at 1509 Fleming Street be conveyed to them for the consideration of the use of the property which is consistent with the aforementioned conditions is to be accomplished by a deed executed by the Mayor and the Clerk.

This the 11<sup>th</sup> day of October, 2018

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P.J. Connelly, Mayor

ATTEST:

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Carol L. Barwick, City Clerk

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INTEROFFICE MEMORANDUM

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TO: GLORIA KESLER, ACTING HOUSING ADMINISTRATOR  
FROM: KAREN A. GILKEY, PLANNER II *146*  
SUBJECT: REQUEST FOR DONATION OF VACANT LOT ON FLEMING STREET  
BY GREENVILLE HOUSING DEVELOPMENT CORPORATION  
DATE: 05/29/18  
CC: FILE

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On May 2, 2018, the Greenville Housing Development Corporation wrote the City Manager requesting that the City donate the vacant lot know as 1509 Fleming Street (Parcel 82102) to build a home in the future for a low-moderate income family. The appraised value of the lot is \$11,500.00.

Since its inception in 1983 the Greenville Housing Development Corporation has built 5 single family homes and 3 apartment complexes for low-moderate income families in Pitt County. Providing affordable housing is one of the goals for the West Greenville Redevelopment Area. North Carolina General Statute 160A-279 and 157-9 authorizes the conveyance of municipal property to a non-profit whose purpose as defined by their by-laws is to provide affordable housing.





**Donald Cavellini, President**  
**Reginald Watson, Vice-President**  
**Wayman A. Williams,**  
**Secretary/Treasurer**



**Bobby Hardy, Member**  
**Brenda Coggins, Member**  
**Yolanda Keyes, Member**

May 2, 2018

Ms. Ann Wall, City Manager  
City of Greenville  
200 West Fifth Street  
Greenville, NC 27835

Dear Ms. Wall,

Building safe, comfortable, and affordable housing is a fundamental component of the Greenville Housing Development Corporation's (GHDC) overall mission. Since its inception in 1982, GHDC has produced affordable rental units and homeownership in Greenville's most competitive and sought-after real estate markets. These homes provided economic stability and an opportunity for economic advancement to families with income below 80% of the median income who wanted to live in and contribute to their communities. Consequently, as a result of this effort, GHDC has discovered that there is an inadequate supply of affordable housing in the Greenville community.

As a HUD approved Housing Counseling Agency, and a qualified non-profit organization under the 501(c) (3) of the Internal Revenue Code, GHDC is an ideal partner for the city for constructing affordable, owner-occupied housing units in the West Greenville community. GHDC further possesses the organizational capacity to perform all necessary due diligence and proper management services, including, but not limited to design selection, construction, and sales.

Consistent with goals (1) and (5) of the City of Greenville's Horizons 2026 Community Plan, the GHDC is committed to actively participate in the development of affordable, owner-occupied housing. Therefore, the GHDC is requesting from the City of Greenville to relinquish title to the City owned real property identified as parcel 82102, located at 1509 Fleming Street at no cost to the Greenville Housing Development Corporation for the construction of an owner-occupied housing unit. Further, the GHDC will place restrictive language in the trust deed that is recorded against the property that will limit the real value of the new home to amount attainable by an individual or family making less than 80% of the median family income. Such a limitation will remain in place for a period of ten (10) years to ensure long-term affordability.

**1103 Broad Street, PO Box 1513 Greenville, North Carolina 27835**  
**Phone: 252-329-4004 Fax: 252-329-4026**

It is anticipated that the construction process will be completed over a nine-month period. Upon receiving the donated tract of land, GHDC will sign a contract with the successful selected builder of its Request for Proposal (RFP) process to build a Tightline Design housing unit. Construction on the unit is projected to begin in July, 2018 with a projected closing on the home in January, 2019. It is anticipated the sale price for this home will be roughly \$133,000.00.

To make this home even more affordable, the family will be eligible to apply through GHDC for the North Carolina Housing Finance Loan Pool Program that provides down payment assistance of up to 20 percent of the sales price.

Should you have any questions or need additional information, please contact me at (252) 756-7130 or Wayman A. Williams at (252)-329-4004 or email: [williamsa@ghanc.net](mailto:williamsa@ghanc.net).

Sincerely,



Donald Cavellini  
GHDC Board President

DC/sb

**1103 Broad Street, PO Box 1513 Greenville, North Carolina 27835**  
**Phone: 252-329-4004 Fax: 252-329-4026**



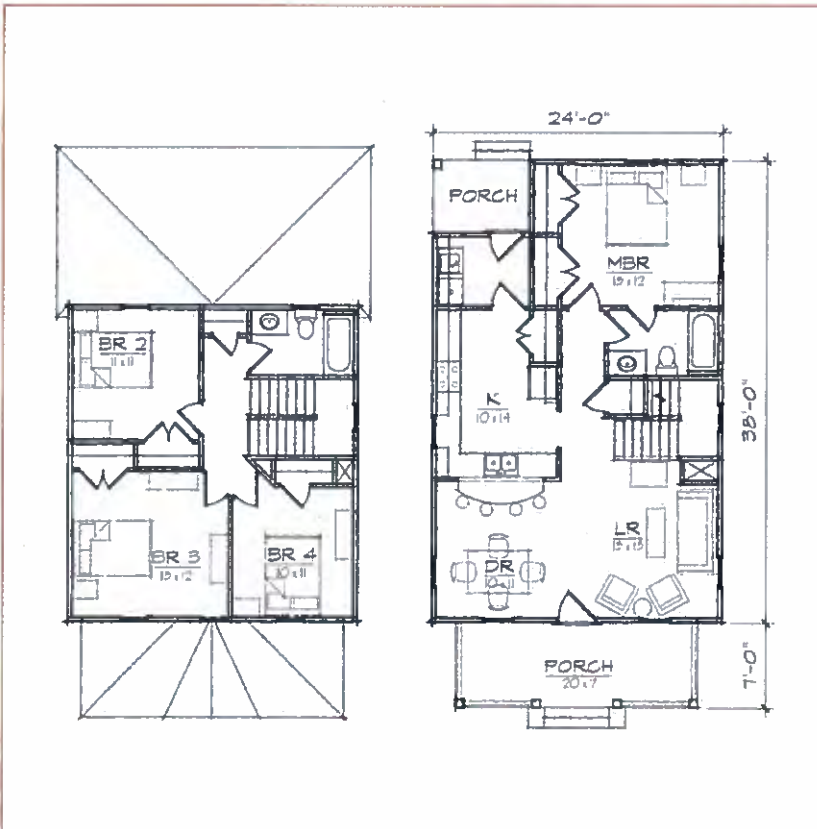
# TightLines Designs

creating great places to live



## Gibson III

square footage.....	1430 sq ft
bedrooms.....	4
bathrooms.....	2
stories.....	2
width.....	24' 0"
depth.....	45' 0"
1st floor ceiling height.....	9' 0"
2nd floor ceiling height.....	8' 0"
roof pitch.....	8/12



This two story Prairie style house of 1430 square feet features a large, open living room and a spacious kitchen with a breakfast bar that opens to the dining area. The first floor also has a separate laundry room, ample storage and a master bedroom suite. The second floor includes three bedrooms and one full bathroom. The historically inspired exterior offers a gable roof with an accent of shingles, a full front porch covered with a hip roof and gabled entry, and covered rear porch. At 24'-0" in width, it is ideally suited for a narrow lot.

\*Contact us for more information on handicap, basement, garage, foundation, or framing modifications.

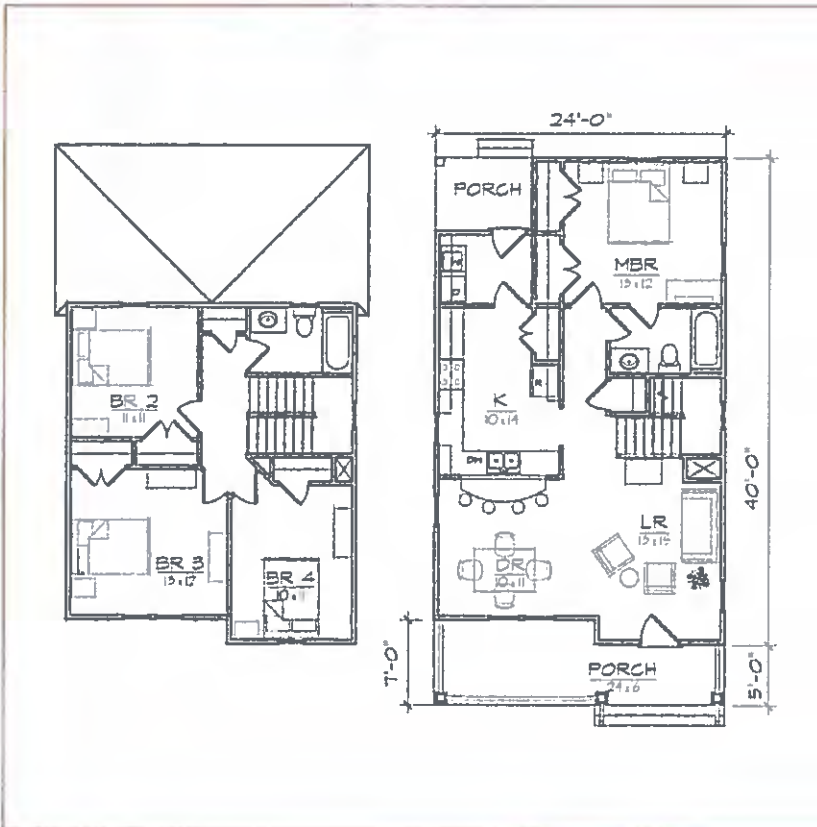
# TightLines Designs

creating great places to live



## Granville III

square footage . . . . .	1530 sq ft
bedrooms . . . . .	4
bathrooms . . . . .	2
stories . . . . .	2
width . . . . .	24' 0"
depth . . . . .	45' 0"
1st floor ceiling height . . . . .	9' 0"
2nd floor ceiling height . . . . .	8' 0"
roof pitch . . . . .	8/12



This two story turn of the century style house of 1530 square feet features a large, open living room and a spacious kitchen with a breakfast bar that opens to the dining area. The first floor also has a separate laundry room, ample storage and a private master bedroom suite. The second floor includes three bedrooms and one full bathroom. The historically inspired exterior offers a hip roof and gable with accent shingles, a full front porch with a hip roof and gabled entry, and a covered rear porch. At 24'-0" in width it is ideally suited for a narrow lot.

\*Contact us for more information on handicap, basement, garage, foundation, or framing modifications.



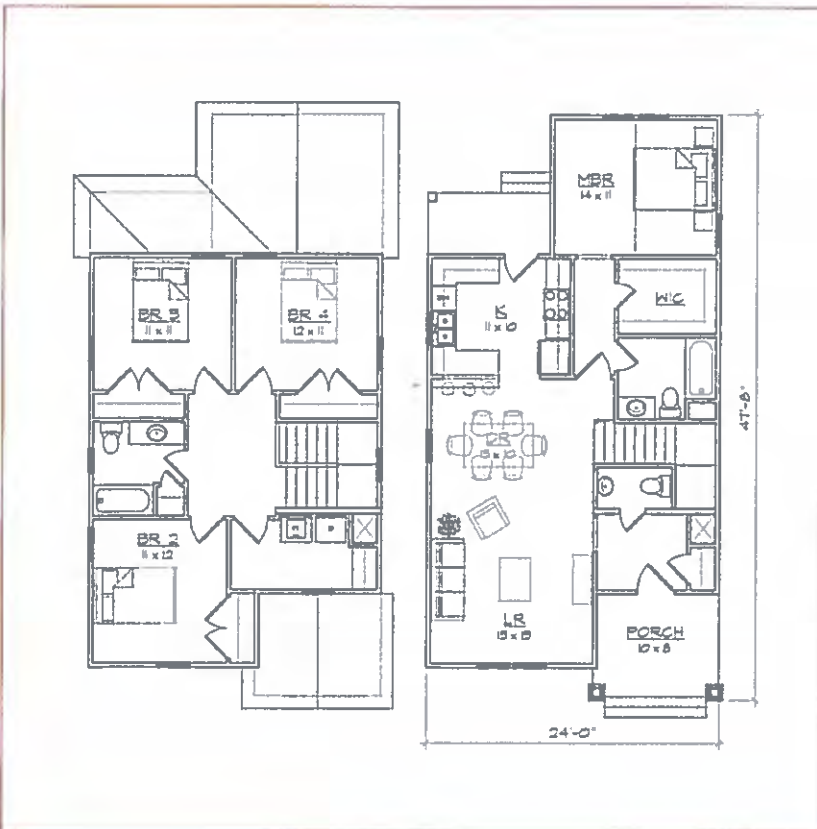
# TightLines Designs

creating great places to live



## Linden III

square footage. . . . .	1599 sq ft
bedrooms. . . . .	4
bathrooms. . . . .	2.5
stories. . . . .	2
width. . . . .	24' 0"
depth. . . . .	47' 8"
1st floor ceiling height. . . . .	9' 0"
2nd floor ceiling height. . . . .	8' 0"
roof pitch. . . . .	8/12



This two story Queen Anne style house features a spacious living and dining room area, and a first floor private master bedroom suite. This open floor plan includes a total of four bedrooms, two full bathrooms and a powder room, laundry room and U-shaped kitchen with a breakfast bar and opens to the dining room. The historically inspired exterior offers a dutch gabled roof with shingled accents, covered front and rear porch, and exterior storage room.

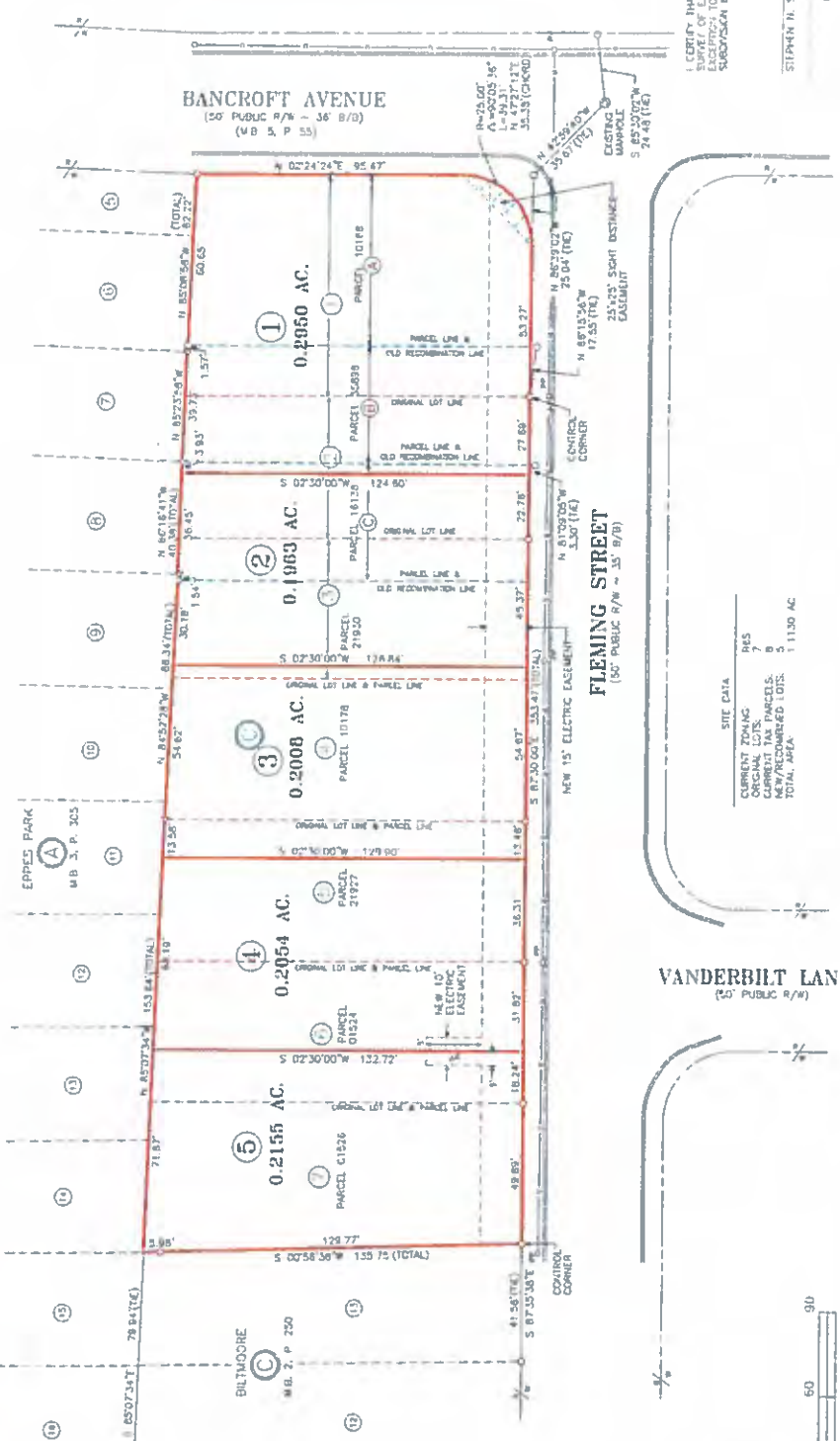
\*Contact us for more information on handicap, basement, garage, foundation, or framing modifications.

PRELIMINARY PLAT; NOT FOR RECORDATION,  
CONVEYANCES, OR SALES

**NOTES**

- THIS IS A RECONCILIATION SURVEY OF PITT COUNTY TAX PARCEL NOS. 1010A, 1010B, 1010C, 1010D, 1010E, 1010F, 1010G, 1010H, 1010I, 1010J, 1010K, 1010L, 1010M, 1010N, 1010O, 1010P, 1010Q, 1010R, 1010S, 1010T, 1010U, 1010V, 1010W, 1010X, 1010Y, 1010Z, 1010AA, 1010AB, 1010AC, 1010AD, 1010AE, 1010AF, 1010AG, 1010AH, 1010AI, 1010AJ, 1010AK, 1010AL, 1010AM, 1010AN, 1010AO, 1010AP, 1010AQ, 1010AR, 1010AS, 1010AT, 1010AU, 1010AV, 1010AW, 1010AX, 1010AY, 1010AZ, 1010BA, 1010BB, 1010BC, 1010BD, 1010BE, 1010BF, 1010BG, 1010BH, 1010BI, 1010BJ, 1010BK, 1010BL, 1010BM, 1010BN, 1010BO, 1010BP, 1010BQ, 1010BR, 1010BS, 1010BT, 1010BU, 1010BV, 1010BW, 1010BX, 1010BY, 1010BZ, 1010CA, 1010CB, 1010CC, 1010CD, 1010CE, 1010CF, 1010CG, 1010CH, 1010CI, 1010CJ, 1010CK, 1010CL, 1010CM, 1010CN, 1010CO, 1010CP, 1010CQ, 1010CR, 1010CS, 1010CT, 1010CU, 1010CV, 1010CW, 1010CX, 1010CY, 1010CZ, 1010DA, 1010DB, 1010DC, 1010DD, 1010DE, 1010DF, 1010DG, 1010DH, 1010DI, 1010DJ, 1010DK, 1010DL, 1010DM, 1010DN, 1010DO, 1010DP, 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1010IL, 1010IM, 1010IN, 1010IO, 1010IP, 1010IQ, 1010IR, 1010IS, 1010IT, 1010IU, 1010IV, 1010IW, 1010IX, 1010IY, 1010IZ, 1010JA, 1010JB, 1010JC, 1010JD, 1010JE, 1010JF, 1010JG, 1010JH, 1010JI, 1010JJ, 1010JK, 1010JL, 1010JM, 1010JN, 1010JO, 1010JP, 1010JQ, 1010JR, 1010JS, 1010JT, 1010JU, 1010JV, 1010JW, 1010JX, 1010JY, 1010JZ, 1010KA, 1010KB, 1010KC, 1010KD, 1010KE, 1010KF, 1010KG, 1010KH, 1010KI, 1010KJ, 1010KK, 1010KL, 1010KM, 1010KN, 1010KO, 1010KP, 1010KQ, 1010KR, 1010KS, 1010KT, 1010KU, 1010KV, 1010KW, 1010KX, 1010KY, 1010KZ, 1010LA, 1010LB, 1010LC, 1010LD, 1010LE, 1010LF, 1010LG, 1010LH, 1010LI, 1010LJ, 1010LK, 1010LL, 1010LM, 1010LN, 1010LO, 1010LP, 1010LQ, 1010LR, 1010LS, 1010LT, 1010LU, 1010LV, 1010LW, 1010LX, 1010LY, 1010LZ, 1010MA, 1010MB, 1010MC, 1010MD, 1010ME, 1010MF, 1010MG, 1010MH, 1010MI, 1010MJ, 1010MK, 1010ML, 1010MN, 1010MO, 1010MP, 1010MQ, 1010MR, 1010MS, 1010MT, 1010MU, 1010MV, 1010MW, 1010MX, 1010MY, 1010MZ, 1010NA, 1010NB, 1010NC, 1010ND, 1010NE, 1010NF, 1010NG, 1010NH, 1010NI, 1010NJ, 1010NK, 1010NL, 1010NM, 1010NO, 1010NP, 1010NQ, 1010NR, 1010NS, 1010NT, 1010NU, 1010NV, 1010NW, 1010NX, 1010NY, 1010NZ, 1010OA, 1010OB, 1010OC, 1010OD, 1010OE, 1010OF, 1010OG, 1010OH, 1010OI, 1010OJ, 1010OK, 1010OL, 1010OM, 1010ON, 1010OO, 1010OP, 1010OQ, 1010OR, 1010OS, 1010OT, 1010OU, 1010OV, 1010OW, 1010OX, 1010OY, 1010OZ, 1010PA, 1010PB, 1010PC, 1010PD, 1010PE, 1010PF, 1010PG, 1010PH, 1010PI, 1010PJ, 1010PK, 1010PL, 1010PM, 1010PN, 1010PO, 1010PP, 1010PQ, 1010PR, 1010PS, 1010PT, 1010PU, 1010PV, 1010PW, 1010PX, 1010PY, 1010PZ, 1010QA, 1010QB, 1010QC, 1010QD, 1010QE, 1010QF, 1010QG, 1010QH, 1010QI, 1010QJ, 1010QK, 1010QL, 1010QM, 1010QN, 1010QO, 1010QP, 1010QQ, 1010QR, 1010QS, 1010QT, 1010QU, 1010QV, 1010QW, 1010QX, 1010QY, 1010QZ, 1010RA, 1010RB, 1010RC, 1010RD, 1010RE, 1010RF, 1010RG, 1010RH, 1010RI, 1010RJ, 1010RK, 1010RL, 1010RM, 1010RN, 1010RO, 1010RP, 1010RQ, 1010RR, 1010RS, 1010RT, 1010RU, 1010RV, 1010RW, 1010RX, 1010RY, 1010RZ, 1010SA, 1010SB, 1010SC, 1010SD, 1010SE, 1010SF, 1010SG, 1010SH, 1010SI, 1010SJ, 1010SK, 1010SL, 1010SM, 1010SN, 1010SO, 1010SP, 1010SQ, 1010SR, 1010SS, 1010ST, 1010SU, 1010SV, 1010SW, 1010SX, 1010SY, 1010SZ, 1010TA, 1010TB, 1010TC, 1010TD, 1010TE, 1010TF, 1010TG, 1010TH, 1010TI, 1010TJ, 1010TK, 1010TL, 1010TM, 1010TN, 1010TO, 1010TP, 1010TQ, 1010TR, 1010TS, 1010TT, 1010TU, 1010TV, 1010TW, 1010TX, 1010TY, 1010TZ, 1010UA, 1010UB, 1010UC, 1010UD, 1010UE, 1010UF, 1010UG, 1010UH, 1010UI, 1010UJ, 1010UK, 1010UL, 1010UM, 1010UN, 1010UO, 1010UP, 1010UQ, 1010UR, 1010US, 1010UT, 1010UU, 1010UV, 1010UW, 1010UX, 1010UY, 1010UZ, 1010VA, 1010VB, 1010VC, 1010VD, 1010VE, 1010VF, 1010VG, 1010VH, 1010VI, 1010VJ, 1010VK, 1010VL, 1010VM, 1010VN, 1010VO, 1010VP, 1010VQ, 1010VR, 1010VS, 1010VT, 1010VU, 1010VV, 1010VW, 1010VX, 1010VY, 1010VZ, 1010WA, 1010WB, 1010WC, 1010WD, 1010WE, 1010WF, 1010WG, 1010WH, 1010WI, 1010WJ, 1010WK, 1010WL, 1010WM, 1010WN, 1010WO, 1010WP, 1010WQ, 1010WR, 1010WS, 1010WT, 1010WU, 1010WV, 1010WW, 1010WX, 1010WY, 1010WZ, 1010XA, 1010XB, 1010XC, 1010XD, 1010XE, 1010XF, 1010XG, 1010XH, 1010XI, 1010XJ, 1010XK, 1010XL, 1010XM, 1010XN, 1010XO, 1010XP, 1010XQ, 1010XR, 1010XS, 1010XT, 1010XU, 1010XV, 1010XW, 1010XX, 1010XY, 1010XZ, 1010YA, 1010YB, 1010YC, 1010YD, 1010YE, 1010YF, 1010YG, 1010YH, 1010YI, 1010YJ, 1010YK, 1010YL, 1010YM, 1010YN, 1010YO, 1010YP, 1010YQ, 1010YR, 1010YS, 1010YT, 1010YU, 1010YV, 1010YW, 1010YX, 1010YY, 1010YZ, 1010ZA, 1010ZB, 1010ZC, 1010ZD, 1010ZE, 1010ZF, 1010ZG, 1010ZH, 1010ZI, 1010ZJ, 1010ZK, 1010ZL, 1010ZM, 1010ZN, 1010ZO, 1010ZP, 1010ZQ, 1010ZR, 1010ZS, 1010ZT, 1010ZU, 1010ZV, 1010ZW, 1010ZX, 1010ZY, 1010ZZ

SCALE: 1"=100'



SHEET 1 OF 1

RECONCILIATION SURVEY OF  
**LOTS 1 THROUGH 7, BLOCK C  
BILTMORE ADDITION  
CREATING LOTS 1 THROUGH 5, BLOCK C**  
CITY OF GREENVILLE  
GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

OWNER: CITY OF GREENVILLE  
ADDRESS: P.O. BOX 7207, GREENVILLE, NC 27615  
PHONE: (252) 379-4432

APPROVED: [Signature] DATE: 1/17/13  
DRAWN: [Signature] DATE: 1/17/13  
SCALE: 1"=30'

**OWNER'S STATEMENT**  
THIS IS TO CERTIFY THAT THE SUBDIVISION IS MADE AT THE REQUEST OF [Name] AND TO CORRECT TO BEFORE ME THIS [Date] DAY OF [Month] 2013.

**SOURCE OF TITLE**  
THIS IS TO CERTIFY THAT THE LAST RESTRICTION(S) (NAME OF TITLE) OF THIS PROPERTY AS RECORDED IN THE PUBLIC RECORDS OF GREENVILLE, NORTH CAROLINA IS [Name] DEED BOOK [Page] PAGE [Page] DEED BOOK [Page] PAGE [Page]

**APPROVAL**  
THIS FINAL PLAT IS [Date] APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE BY THE DAY OF [Date] 2013.

**DEDICATION**  
THE UNDERSIGNED HEREBY DEDICATE(S) THIS PLAT (PART OR ALL) TO THE CITY AND COUNTY OF NORTH CAROLINA FOR USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND FACILITIES FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.

**CERTIFICATION**  
STEPHEN H. SPURILL L-2723

STEPHEN H. SPURILL, SURVEYOR, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION THIS PLAT WAS DRAWN FROM AN ACTUAL FIELD SURVEY MADE BY ME, THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:21,000. THAT ANY REVISIONS NOT PLANNED ARE SHOWN AS BROKEN LINES PLATTED FROM DEED INFORMATION. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 47-30 AT APPROVED WITNESSES BY HAND AND SEAL THIS DAY OF [Date] AD 2013.

130,048

Doc ID: 012298760004 Type: CRP  
Recorded: 03/13/2014 at 09:23:49 AM  
Fee Amt: \$26.00 Page 1 of 4  
Pitt County, NC  
Lisa P. Nichols REG OF DEEDS  
BK 3203 PG 234-237

This instrument prepared by: City of Greenville  
Return to: City of Greenville, P.O. Box 7207, Greenville, NC 27835  
File

**NORTH CAROLINA  
PITT COUNTY**

**PROTECTIVE AND RESTRICTIVE COVENANTS  
FOR THE WEST GREENVILLE REVITALIZATION AREA  
CITY OF GREENVILLE, PITT COUNTY, NORTH CAROLINA**

KNOW ALL MEN BY THESE PRESENTS that the City of Greenville, a North Carolina Municipal Corporation, as owner of the hereinafter described real property known and designated as the West Greenville Revitalization Area does covenant and agree to and with all other persons, firms or corporations, now owning, or hereafter acquiring as owners any lot or parcel of land in the area designated as the West Greenville Development Area, which is located in the City of Greenville, Pitt County, North Carolina, which lots have specifically incorporated these covenants into the deed conveying title and those lots so referenced are subject to the following covenants and restrictions to the use thereof, running with the land by whomsoever owned, to wit:

1. Effect of Covenants Terms Thereof

These covenants are to run with the land and shall be binding on all parties and persons claiming under them until March, 1, 2039 at which time said covenants shall be automatically extended for successive periods of ten (10) years unless the City Council of the City of Greenville approves a resolution amending these covenants in whole or in part and said resolution is recorded in the Pitt County Registry..

2. Land Use and Type of Building; All Building Plans Must Be Approved.

All lots shall be known, designed and restricted to residential lots. No structure shall be erected, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed thirty-five (35) feet in height, and other out buildings including a private garage



for nor more than two (2) cars, incidental to the residential use of the lot. All building plans must be approved by the Director of the Community Development Department of the City of Greenville.

3. Dwelling, Quality and Size.

It being the intention and purpose of the covenant to assure that all dwellings shall be of a quality or workmanship and materials substantially the same or better than that which can be produced on the date of these covenants are recorded for the minimum permitted dwelling size. The floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,200 square feet for a one-story dwelling, or less than 1,800 square feet for a dwelling of more than one story.

4. Building Location.

No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line or nearer than twenty-five (25) feet to any side street line. No building shall be located nearer than eight (8) feet to an interior lot line, except that a five (5) foot side yard shall be required for a garage or other permitted accessory building under fifteen (15) feet in height. No dwelling shall be located on an interior lot nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

5. Lot Area.

No residential structure shall be erected or placed on any building lot which has an area of less than 4,800 square feet, or eighty percent (80%) of the required lot area for the zoning district where the property is located as established by the Zoning Ordinance for Greenville, North Carolina, whichever is less.

6. Nuisance Offensive Activities and Conditions.

No obnoxious or offensive trade or activities shall be carried on or permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and no condition shall be permitted or allowed to exist on any lot which is or may become an annoyance or nuisance to the neighborhood.

7. Temporary Structures.

No structure of a temporary nature, including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no trailer, or mobile home, tent, shack, barn, or other outbuilding shall be permitted to exist on any lot. This prohibition shall not exclude the use of a detached garage or other small outbuilding for storage or play-room use, if properly constructed and located on a lot. However, travel trailer and motor homes shall not be excluded under this provision provided that they are of a size and quality not to be offensive to the residential character of the neighborhood.

8. Signs Prohibited.

No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than eight (8) square feet for advertising the property for sale, or signs used by a builder to advertise the property during the construction and sale; except that subdivision entrance signs will be allowed.

9. Animals, Livestock, Poultry and Reptiles Prohibited.

No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any lot, except that domesticated dogs and cats, and small non-offensive and harmless household pets may be kept by the owner, provided that they are not kept or used for breeding or maintained for any commercial purposes.

10. Commercial, Business, and Trade Activities Prohibited.

No barbershop, beauty parlors or shops, or any commercial or business activity shall be permitted on any of the lots shown on the map referred to herein, nor shall any activity be carried on unless otherwise permitted by the "home occupation" provision of the ordinances of the City of Greenville, North Carolina. However, nothing in this provision shall prevent an owner from engaging in a hobby or some other activity which is not done for profit, provided that same does not conflict with any other of the several provisions of these covenants. No trade materials or inventories may be stored upon the premises of any lot. No trucks or tractors may be regularly stored or parked upon the premises of any lot. This provision is not, however, to be interpreted to prohibit the owner of a pick-up truck up to three-fourths tons in size and used by the owner for his personal conveyance, to be parked upon a lot; also the owner of a lot can park thereon a lawn tractor to be used for the upkeep of his lot.

11. Sanitation.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. Cleanliness of Lot.

All individual purchasers from and after this date shall be required to keep their respective lots free and clear of weeds, rubbish, trash, debris, and other matter.

13. Enforcement.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

14. Amendment.

These covenants may be amended from time to time by the City of Greenville

15. Severability.

Invalidation of any one of these covenants by judgments or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, City of Greenville has caused this instrument to be executed in its name by its City Manager, attested by its Clerk and its corporate seal hereto affixed this the 12<sup>th</sup> day of March, 2014.

CITY OF GREENVILLE

BY: Barbara Lipscomb  
BARBARA LIPSCOMB City Manager

ATTEST:

Carol L Barwick  
CAROL L. BARWICK City Clerk



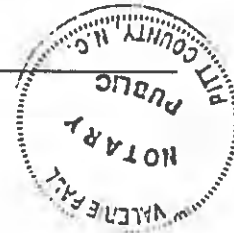
(AFFIX CORPORATE SEAL)

NORTH CAROLINA  
PITT COUNTY

I, Valerie Paul, A Notary Public in and for said state and county that CAROL L. BARWICK personally appeared before me this day and acknowledged that she is City Clerk for the City of Greenville, a body politic, and that by authority duly given and as the act of the City of Greenville, the forgoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and Notarial Seal this the 12<sup>th</sup> day of March, 2014.

Valerie Paul  
NOTARY PUBLIC



My Commission Expires Aug 1, 2015



## City of Greenville, North Carolina

Meeting Date: 10/11/2018  
Time: 6:00 PM

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**Title of Item:** Discussion of sale of two City-owned parcels adjacent to Home Builders Supply

**Explanation:** **Abstract:** Council Member William Litchfield requested that an item be added to the agenda to discuss the sale of two City-owned parcels (#83975 and #19999) adjacent to Home Builders Supply.

**Explanation:** Home Builders Supply needs room for expansion and desires to purchase tax parcels #83975 and #19999 from the City of Greenville. The attached letter from Danny A. Harrington, representing Home Builders Supply, proposes a price of \$20,000 to be paid to the City for these parcels.

No conditions limiting or prohibiting future resale of the property were recorded or conditioned by the Higgs family heirs when the site was donated to the City. The site was a gift by the Higgs family, and City staff at the agenda preparation time has not been able to contact members of the family for their input. However, the disposition of property that was a gift is a matter that the City Council should consider in its deliberations on this request.

If City Council decides to entertain the request, staff will assess the value of the property by contracting for a property appraisal. Once the appraisal is completed, staff will then ask City Council to establish the fair market value based upon the appraisal, then advertise the property sale by accepting sealed bids for City Council's consideration.

**Fiscal Note:** Appraisal costs of approximately \$1,500 if City Council directs staff to move forward with the sale. Potential revenue to be realized from the sale of the parcels.

**Recommendation:** Discuss the sale of City-owned parcels #83975 and #19999 adjacent to Home Builders Supply.

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ATTACHMENTS:

- ▣ **Home Builders Supply Offer Letter**

**THE HARRINGTON LAW FIRM, P.A.**

ATTORNEYS AT LAW  
211 WEST 14<sup>TH</sup> STREET, SUITE A  
P.O. BOX 1726  
GREENVILLE, NORTH CAROLINA 27835

DANNY A. HARRINGTON\*

TELEPHONE: (252) 830-8840  
FACSIMILE: (252) 830-8993  
greenvillelaw@earthlink.net

August 23, 2018

HAND DELIVERED

**RECEIVED**

Ann Wall, City Manager  
City Manager's Office  
P.O. Box 7207  
Greenville, NC 27835-7207

AUG 24 2018

**CITY MANAGER'S OFFICE**

Re: Pitt County Tax Parcel No. 19999 and 83975

Greetings:

This office represents Home Builders & Supply Company and we have been requested to contact you regarding the potential purchase of two lots currently owned by the City of Greenville. The two parcels referred to above are located at the intersection of Wilson Street and Line Avenue, and adjacent to the property currently owned by our clients. Home Builders & Supply Company is considering an expansion of its operation in Greenville and needs additional land to do so.

Our client would like to purchase these two parcels and we have been authorized to offer \$20,000.00 as the purchase price. Since the current zoning of the parcels would not allow the expansion of our client's operation, the offer to purchase the property would be subject to a requirement that the property be rezoned to CH.

Home Builders & Supply Company has been part of building Greenville since 1946. They currently provide jobs to more than 60 employees. Their location has reached the pinnacle of its capacity. This acquisition will provide additional jobs at the Greenville location.

We respectfully request that our offer be presented to the Council of the City of Greenville at its next soonest convenience for their review and consideration. Should you have any questions regarding our request, please contact me.

Thank you for your attention to this matter.

Sincerely,

Harrington Law Firm, PA



Danny A. Harrington