



## **Agenda**

### **Greenville City Council**

**November 8, 2021**

**6:00 PM**

**City Hall Council Chambers, 200 West 5th Street**

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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 Litchfield**
- 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. Steve Warner - Recreation & Parks Department Retiree

## **VIII. Consent Agenda**

2. Resolution Granting an All Utilities Easement for the Use and Benefit of Greenville Utilities Commission at Meadowbrook Drive Section
3. Resolution Accepting Dedication of Rights-of-Way and Easements for Davenport Farms at Emerald Park, Phase 5
4. Resolution to Establish a No Wake Zone in Wildwood Park

## **IX. Old Business**

5. Continued from October 11, 2021 - Resolution authorizing a lease agreement with American Legion Post 160 for the property and improvements known as the Old West End Fire Station located at the northeast corner of Chestnut Street and North Skinner Street, being a portion of Tax Parcel #28982

## **X. New Business**

### **Public Hearings**

6. Continued from October 14, 2021 - Ordinance requested by the Mitchell Meeks to amend Title 9 Chapter 4 Article F, Dimensional, Standards, Modifications, and Special Standards, Section 9-4-103 Special Standards for Certain Specific Uses to allow the sale of firearms, accessories, and ammunition and gunsmithing as an accessory use to indoor and outdoor shooting ranges
7. Ordinance to annex Savannah Place, Section 4, Phase 2 involving 6.897 acres located at the current terminus of Belle's Ferry Court
8. Ordinance requested by Elliott Sidewalk Communities to amend Title 9 Chapter 4 Section 9-4-232 Freestanding Sign Surface Area that would allow freestanding signs in the Mixed Use Institutional District (MUI) to not exceed 200 square feet in surface area.

### **Other Items of Business**

9. Consultant's Presentation, Redistricting, Various Alternatives to Option B
10. Presentation on HB 890 Entitled An Act to Make Various Changes to Alcoholic Beverage Control Commission Laws
11. Budget Ordinance Amendment #4 to the 2021-22 City of Greenville Budget (Ordinance #21-035), Special Revenue Grant Fund (Ordinance #11-003), and Capital Projects Funds (Ordinance #17-024)

## **XI. City Manager's Report**

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

**XIII. Adjournment**



# City of Greenville, North Carolina

Meeting Date: 11/08/2021

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**Title of Item:** Resolution Granting an All Utilities Easement for the Use and Benefit of Greenville Utilities Commission at Meadowbrook Drive Section

**Explanation:** Greenville Utilities Commission plans to install a sanitary sewer force main adjacent to an existing 30' permanent utility easement acquired on November 23, 2011 from the City of Greenville to Greenville Utilities Commission in Deed Book 2917 at Page 107 in the Pitt County Register of Deeds. The additional 10' easement is located adjacent and is needed to install a new force main sewer line as an extension to the existing sewer line to connect the Meadowbrook Drive Section to the Greene Street Pump Station.

**Fiscal Note:** No costs to the City

**Recommendation:** Approved the attached resolution granting a 10' wide all utilities easement for the use and benefit of Greenville Utilities Commission

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## ATTACHMENTS

-  [Resolution Granting All Utilities Easement 34181 with map.pdf](#)
-  [UTIL ESMT PN 34181 \(City of Greenville\) with map.pdf](#)



RESOLUTION NO. -21

RESOLUTION AUTHORIZING GRANTING OF AN ALL UTILITIES  
EASEMENT FOR THE USE OF THE GREENVILLE UTILITIES COMMISSION

WHEREAS, the City of Greenville (“City”) desires to provide sewer service to that area described as Meadowbrook Drive section located on Holly Street;

WHEREAS, in response Greenville Utilities Commission (“GUC”) requests the City to grant an All Utilities Easement on a certain portion of the property owned by the City (as described below);

WHEREAS, N.C.G.S. § 160A-273 authorizes the City to grant an easement across city property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the granting of an All Utilities Easement for the use and benefit of GUC upon a 7808.4 square foot area on the property owned by the City (the “Property”) and described in Deed Book V52 at Page 857, Pitt County Public Registry, and Tax Parcel No. 34181, near Mumford Road on Holly Street. The area of the All Utilities Easement is shown on the attached map labeled “Easement Acquisition Map for Greenville Utilities Commission Property of: City of Greenville”, a copy of which is attached hereto as Exhibit A.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the Mayor or City Manager is hereby authorized to execute the appropriate instruments necessary to grant the easement on the Property for the benefit of GUC.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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P.J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk

**LEGEND**

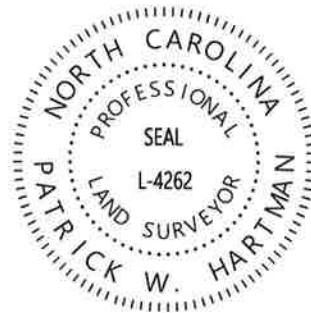
	PROPERTY LINE
	RIGHT OF WAY (R/W)
	PROPOSED EASEMENT
	EXISTING EASEMENT
	PITT CO. GIS PARCEL LINES
	PROPOSED PERMANENT UTILITY EASEMENT
	EXISTING PERMANENT UTILITY EASEMENT (D.B. 2895 PG. 265 & D.B. 2917 PG. 116)
EIP ○	EXISTING IRON PIPE
EIR ○	EXISTING IRON ROD
W/ O.D.	WITH OUTSIDE DIAMETER
TYP.	TYPICAL
R/W	RIGHT OF WAY
N/F	NOW OR FORMERLY
D.B.	DEED BOOK
P.N.	PAGE
PG.	PARCEL NUMBER
○ ○ ○	EXISTING TREES & SHRUBS
(5)	PLATTED LOT DESIGNATION

**NOTES**

1. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
2. AREA DETERMINED BY COORDINATES.
3. PROPERTY IS SUBJECT TO ANY EASEMENTS, RIGHT-OF-WAYS, AND RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
4. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT REPORT. RIVERS AND ASSOCIATES, INC. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
5. NO POINTS SET UNLESS OTHERWISE INDICATED.
6. REFERENCE RIVERS AND ASSOCIATES DRAWING W-3878 FOR COMPLETE TOPOGRAPHIC AND PLANIMETRIC INFORMATION. PLANIMETRIC INFORMATION DEPICTED HEREON WAS TAKEN FROM AERIAL MAPPING PERFORMED BY SPATIAL DATA CONSULTANTS FEBRUARY 3, 2020.

SHEET 2 OF 2  
DRAWING NO. G-1248-X  
SCALE 1"= N/A DRAFT: MS

**REVISIONS:**



NORTH CAROLINA PITT COUNTY

I, PATRICK W. HARTMAN, PLS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION BY RB ON 08/11/2020 (DEED DESCRIPTIONS RECORDED IN BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THE RATIO OF PRECISION IS 1:10,000+. THAT NORTH BASIS AND COORDINATES LISTED WERE DERIVED FROM MULTIPLE NCGS RTN OBSERVATIONS ON SURVEY; CLASS A SURVEY WITH A POSITIONAL ACCURACY OF 2 CM. I FURTHER CERTIFY PURSUANT TO G.S. 47-30(f)(11)c.4. THAT THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 18TH DAY OF DECEMBER, 2020.

*Patrick W. Hartman*

PROFESSIONAL LAND SURVEYOR LICENSE NO. L-4262

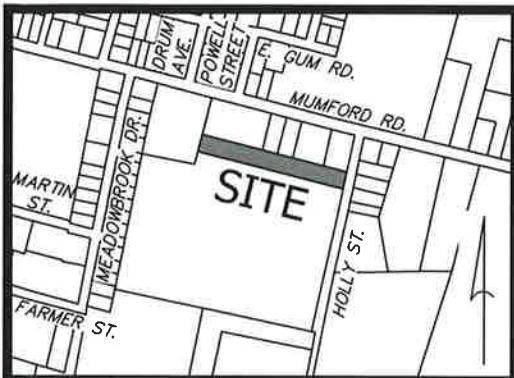
NC License: F-0334

**Rivers** & ASSOCIATES, INC. 107 East Second Street  
Greenville, NC 27858  
(252) 752-4135

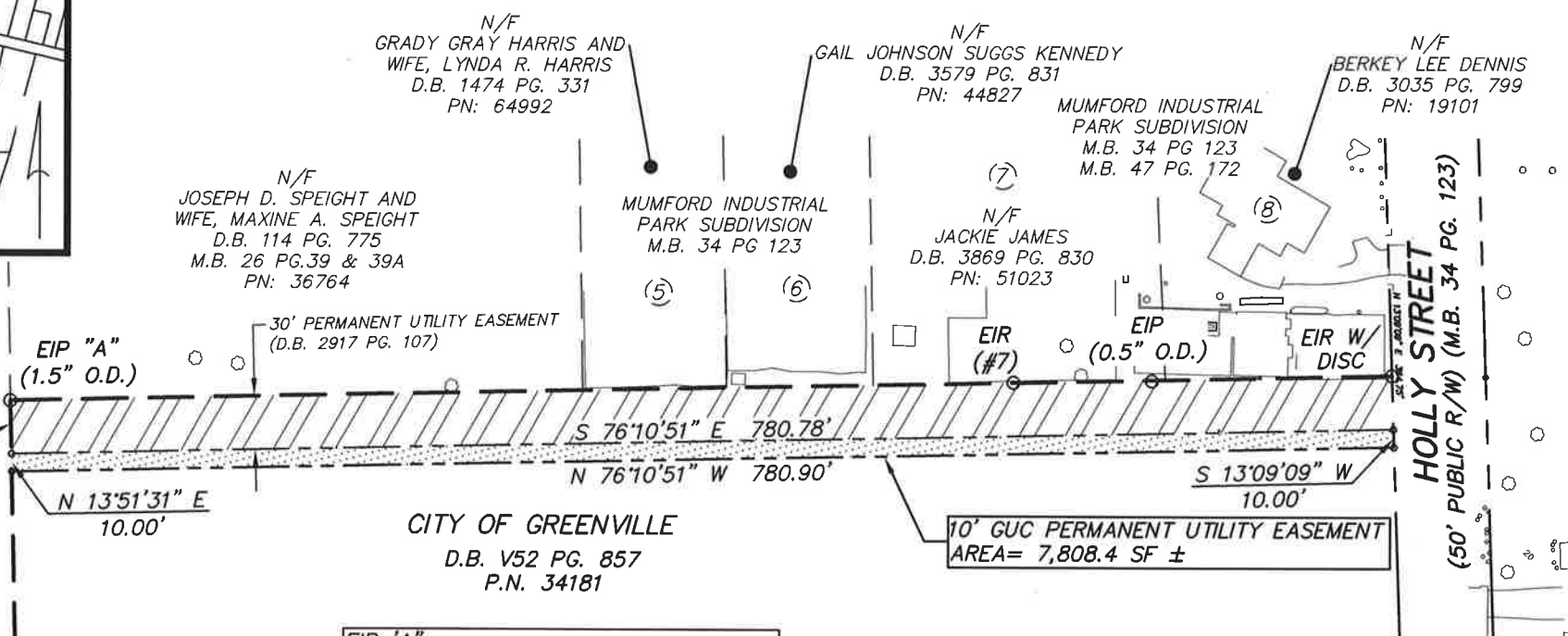
riversandassociates.com Since 1918

Engineers  
Planners  
Surveyors  
Landscape Architects

EASEMENT ACQUISITION MAP FOR:  
GREENVILLE UTILITIES COMMISSION  
PROPERTY OF:  
CITY OF GREENVILLE  
0 MEADOWBROOK DRIVE  
GREENVILLE, N.C. 27834  
GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, N.C.



VICINITY MAP  
(NOT TO SCALE)



N/F  
CITY OF GREENVILLE  
D.B. 1098 PG. 616  
D.B. 510 PG. 487  
PN: 19092

N/F  
JOSEPH D. SPEIGHT AND  
WIFE, MAXINE A. SPEIGHT  
D.B. 114 PG. 775  
M.B. 26 PG. 39 & 39A  
PN: 36764

N/F  
GRADY GRAY HARRIS AND  
WIFE, LYNDIA R. HARRIS  
D.B. 1474 PG. 331  
PN: 64992

MUMFORD INDUSTRIAL  
PARK SUBDIVISION  
M.B. 34 PG 123

N/F  
GAIL JOHNSON SUGGS KENNEDY  
D.B. 3579 PG. 831  
PN: 44827

N/F  
JACKIE JAMES  
D.B. 3869 PG. 830  
PN: 51023

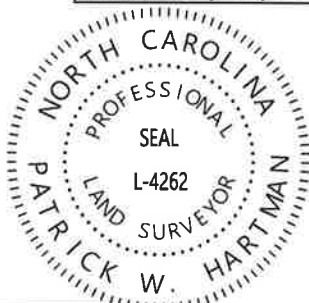
MUMFORD INDUSTRIAL  
PARK SUBDIVISION  
M.B. 34 PG 123  
M.B. 47 PG. 172

N/F  
BERKEY LEE DENNIS  
D.B. 3035 PG. 799  
PN: 19101

HOLLY STREET  
(50' PUBLIC R/W) (M.B. 34 PG. 123)

NC GRID (NAD 83/NSRS 2011)

EIP 'A'  
NAD 83/2011 GRID COORDINATES  
NORTHING: 687,984.22 US FT.  
EASTING: 2,485,443.35 US FT.



SHEET 1 OF 2  
DRAWING NO. G-1248-X  
SCALE 1"= 100' DRAFT: MS

NOTES

SEE SHEET 2

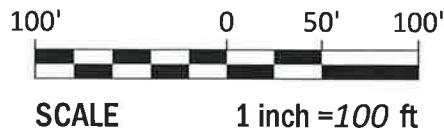
LEGEND

SEE SHEET 2

TOTAL EASEMENT AREA = 7,808.4 SF ±

REFERENCE

D.B. V52 PG. 857  
P.N. 34181



REVISIONS:

NORTH CAROLINA

PITT COUNTY

I, PATRICK W. HARTMAN, PLS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION BY RB ON 08/11/2020 (DEED DESCRIPTIONS RECORDED IN BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THE RATIO OF PRECISION IS 1:10,000+. THAT NORTH BASIS AND COORDINATES LISTED WERE DERIVED FROM MULTIPLE NCGS RTN OBSERVATIONS ON SURVEY; CLASS A SURVEY WITH A POSITIONAL ACCURACY OF 2 CM. I FURTHER CERTIFY PURSUANT TO G.S. 47-30(f)(11)c.4. THAT THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 18TH DAY OF DECEMBER, 2020.

Professional Land Surveyor Signature  
PROFESSIONAL LAND SURVEYOR

LICENSE NO. L-4262

**Rivers** & ASSOCIATES, INC.  
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107 East Second Street  
Greenville, NC 27858  
(252) 752-4135  
Engineers  
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EASEMENT ACQUISITION MAP FOR:  
GREENVILLE UTILITIES COMMISSION  
PROPERTY OF:  
CITY OF GREENVILLE  
0 MEADOWBROOK DRIVE  
GREENVILLE, N.C. 27834  
GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, N.C.

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

PN 34181

NORTH CAROLINA  
PITT COUNTY

GRANT OF ALL UTILITIES EASEMENT  
AND ACCESS EASEMENT FOR  
INGRESS, EGRESS, AND REGRESS  
DATE \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that the undersigned "GRANTOR" (whether one or more), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration to it in hand paid by GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, 401 South Greene Street (PO Box 1847), Greenville, NC 27835-1847, hereinafter referred to as the "COMMISSION," the receipt of which is hereby acknowledged, does hereby grant the City of Greenville, a body politic and corporate in Pitt County, North Carolina, for use of the "COMMISSION," its licensees, successors and assigns, the right, privilege and easement to go in, through, under, and upon lands of the GRANTOR located in Greenville Township, Pitt County, North Carolina, and more fully described as follows:

A Permanent Utility Easement ten feet (10') in width, more or less, and 780.90 feet in length, more or less, (south of and immediately adjacent to an existing 30' Permanent Utility Easement, more or less, recorded in Deed Book 2917 at Page 107, Pitt County Public Registry) and containing 7,808.4 sq. ft., more or less, across a portion of Tax Parcel No. 34181 (according to the records in the Office of the Tax Administration of Pitt County, North Carolina), said property described in Deed Book V52 at Page 857, Pitt County Public Registry, and located by traveling from an Existing Iron Pipe (EIP) located in the Grantors northwest property corner, a common boundary with Tax Parcel No. 19092, property now or formerly owned by City of Greenville, and a common boundary with Tax Parcel No. 36764, property now or formerly owned by Joseph D. Speight and wife Maxine A. Speight, S 13°51'29" W 30.00', more or less, to a point, the Point of Beginning; cornering, thence S 76°10'51" W 780.78', more or less, to a point; cornering, thence S 13°09'09" W 10.00', more or less, to a point; cornering, thence N 76°10'51" W 780.90', more or less, to a point; cornering, thence N 13°51'29" E 10.00', more or less, to a point, the Point of Beginning, all as is shown on that certain plat entitled "Easement Acquisition Map For: Greenville Utilities Commission Property of: City of Greenville 0 Meadowbrook Drive Greenville, N.C. 27834 Greenville, Greenville TWNSP, Pitt Co., N.C." dated December 18, 2020, prepared by Patrick W. Hartman, PLS License No. L-4262, Rivers & Associates Inc., Engineers, Planners, Surveyors, Landscape Architects, 107 East Second Street, Greenville, North Carolina 27858, NC License No. F-0334, Telephone No. (252) 752-4135, which is shown as Drawing No. G-1248-X and marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the subject easement.

and to construct, install, operate and maintain utility facilities within such easement in a manner suitable to the Commission upon, across, under and through said premises within an easement and right of way strip of the width, location and approximate length hereinafter defined and to be utilized by the Commission a permanent easement and a temporary construction easement for the public use with the right to do all things necessary or convenient thereto, including the following:

- (a) the right of officers, agents, and workmen of the Commission and its contractors to go to and from said right of way strip at all times over the above described land by such route or

routes as shall occasion the least practicable inconvenience to Grantor, including private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery, supplies and equipment as may be desirable; provided that except in emergencies, existing roads and ways thereon shall be used to the extent that they afford ingress and egress to and from the right of way strip; and to construct, reconstruct, work upon, repair, alter, inspect and in general do any other thing necessary or convenient to maintain and operate said lines for the purpose aforesaid;

- (b) the right and privilege to enter upon the land included in the construction easement hereinabove described for the purpose of constructing said utility facilities, and the right and privilege at all times to enter upon the land included in the area of the permanent easement hereinabove described for the maintenance and repair of said utility facilities;
- (c) the right to clear, and keep cleared, from said right of way strip all structures (other than ordinary fences, but when Commission desires, such fences may be opened and reclosed or temporarily removed and replaced, or Commission may provide suitable gates therein) and all vegetation which may interfere with the utility facilities herein described and to use (1) chemicals which are not injurious to human beings, domestic animals, fish or game, (2) machinery, and (3) other forms of equipment and devices in so doing;
- (d) the right to install, construct, repair, maintain and operate all utility lines, structures and appurtenant facilities of the Commission.

The structures and appurtenant facilities installed by the Commission shall be and remain the property of the Commission and may be removed by it at any time and from time to time.

Grantor reserves the right to use the lands in and over which the right of way and easement rights are hereby granted for all purposes not inconsistent with said right of way and easement rights, except that Grantor agrees that (1) no buildings or permanent structures, wells, septic tanks, absorption pits, underground or overhead storage tanks, burial plots, or any other obstruction which might interfere with the construction, maintenance and operation of said utility facilities shall be placed within the area of said strip without the express written permission of the Commission; and (2) the Commission's facilities shall in no way be interfered with or endangered by the Grantor or Grantor's licensees, successors or assigns, without the express written permission of the Commission.

The Commission agrees that it will repair, rebuild, replace or pay the actual damages sustained as mutually agreed upon by the Commission and Grantor, and pay the actual damages to actual crops inside said right of way strip on the above land caused by the construction, operation, maintenance, inspection, rebuilding and removal of said lines, and in going to and from said right of way strip, and will repair any extraordinary damage to any bridge or to any road due to heavy hauling to and from the said right of way strip if claim is made within a period of thirty (30) days after such damages are sustained by Grantor.

Any notice to be given by one party to the other party hereunder may be delivered or deposited postage prepaid addressed to the following:

Grantor:	City of Greenville P.O. Box 7207 Greenville, North Carolina 27835
Commission:	Greenville Utilities Commission 401 S. Greene Street P.O. Box 1847 Greenville, North Carolina 27835

TO HAVE AND TO HOLD the aforesaid rights, privileges and construction easement unto the Grantee for such period of time as may be required to complete the construction of said utility facilities, and thereafter a permanent easement unto the Grantee and its successors, licensees and assigns for the uses and purposes hereinabove set forth.

And Grantor, for the Grantor and for the Grantor's heirs, executors, administrators, licensees, successors and assigns, covenants to and with the Commission, its licensees, successors and assigns, that Grantor is lawfully seized of the above described land in fee and has the right to convey the said rights, easements and privileges herein described; that the same is free

and clear from any and all encumbrances not satisfactory to the Commission; that the Commission shall have quiet and peaceful possession, use and enjoyment of the aforescribed easement of right of way, rights and privileges; that the Grantor shall execute such further assurances thereof as may be required by the Commission; and Grantor will forever warrant and defend the title to the said easement of right of way, rights and privileges against the lawful claims of all persons whomsoever.

The singular shall include the plural and reference to gender shall include masculine, feminine and neuter.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its corporate name by its duly authorized corporate officers, duly attested and its corporate seal hereunto affixed, all by authority of its Board of Directors duly given, this the day and year first above written.

CITY OF GREENVILLE, NORTH CAROLINA

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

Attest:

\_\_\_\_\_  
Valerie Shiuwegar, Clerk

[SEAL]

NORTH CAROLINA  
PITT COUNTY

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








WITNESS my hand and seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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



**LEGEND**

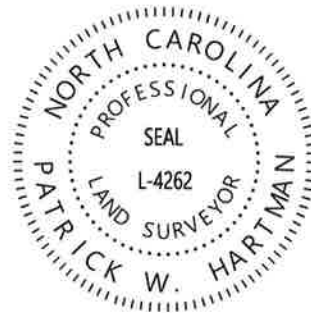
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(5)	PLATTED LOT DESIGNATION

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NORTH CAROLINA PITT COUNTY

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*Patrick W. Hartman*

PROFESSIONAL LAND SURVEYOR LICENSE NO. L-4262

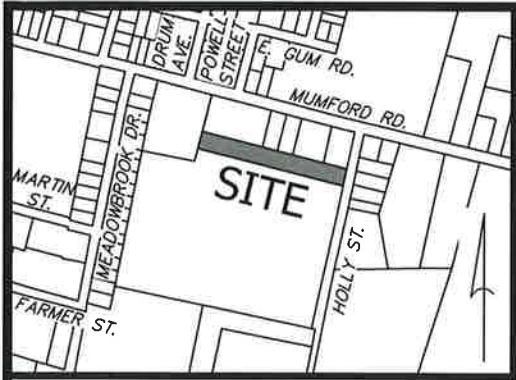
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**Rivers** & ASSOCIATES, INC. 107 East Second Street  
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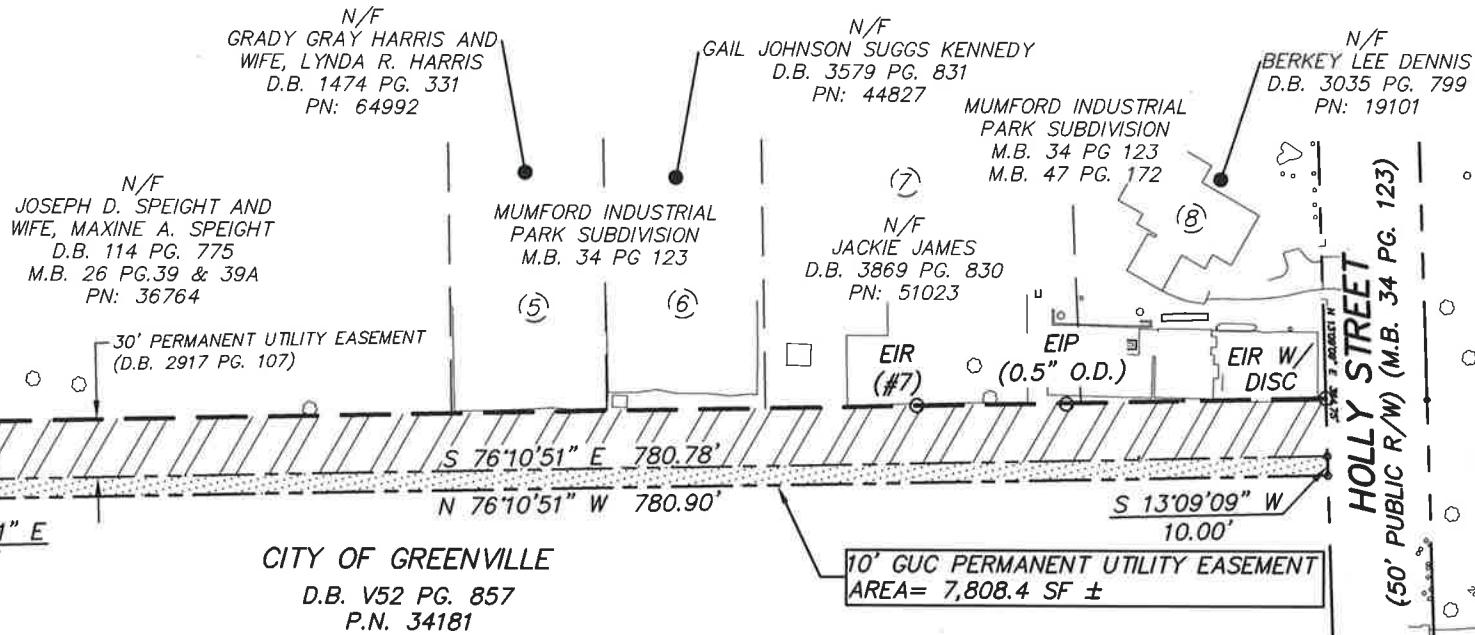
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Surveyors  
Landscape Architects

EASEMENT ACQUISITION MAP FOR:  
GREENVILLE UTILITIES COMMISSION  
PROPERTY OF:  
CITY OF GREENVILLE  
0 MEADOWBROOK DRIVE  
GREENVILLE, N.C. 27834  
GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, N.C.



**VICINITY MAP**  
(NOT TO SCALE)



N/F  
CITY OF GREENVILLE  
D.B. 1098 PG. 616  
D.B. 510 PG. 487  
PN: 19092

N 13°51'29" E  
30.00' (TIE ONLY)

N 13°51'31" E  
10.00'

CITY OF GREENVILLE  
D.B. V52 PG. 857  
P.N. 34181

10' GUC PERMANENT UTILITY EASEMENT  
AREA= 7,808.4 SF ±

EIP "A"  
NAD 83/2011 GRID COORDINATES  
NORTHING: 687,984.22 US FT.  
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**NOTES**

SEE SHEET 2

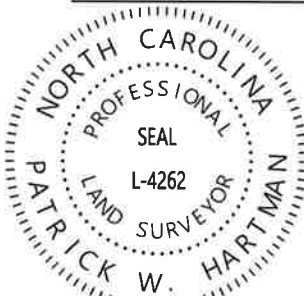
**LEGEND**

SEE SHEET 2

**TOTAL EASEMENT AREA = 7,808.4 SF ±**

**REFERENCE**

D.B. V52 PG. 857  
P.N. 34181



**REVISIONS:**

NORTH CAROLINA

PITT COUNTY

I, PATRICK W. HARTMAN, PLS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION BY RB ON 08/11/2020 (DEED DESCRIPTIONS RECORDED IN BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THE RATIO OF PRECISION IS 1:10,000+. THAT NORTH BASIS AND COORDINATES LISTED WERE DERIVED FROM MULTIPLE NCGS RTN OBSERVATIONS ON SURVEY; CLASS A SURVEY WITH A POSITIONAL ACCURACY OF 2 CM. I FURTHER CERTIFY PURSUANT TO G.S. 47-30(f)(11)c.4. THAT THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 18TH DAY OF DECEMBER, 2020.

PROFESSIONAL LAND SURVEYOR LICENSE NO. L-4262

SHEET 1 OF 2  
DRAWING NO. G-1248-X  
SCALE 1"= 100' DRAFT: MS

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

**EASEMENT ACQUISITION MAP FOR:  
GREENVILLE UTILITIES COMMISSION**  
PROPERTY OF:  
**CITY OF GREENVILLE**  
0 MEADOWBROOK DRIVE  
GREENVILLE, N.C. 27834  
GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, N.C.





# City of Greenville, North Carolina

Meeting Date: 11/08/2021

**Title of Item:** Resolution Accepting Dedication of Rights-of-Way and Easements for Davenport Farms at Emerald Park, Phase 5

**Explanation:** In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Davenport Farms at Emerald Park, Phase 5 (Map Book 3509 at Page 705). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.

**Fiscal Note:** Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2021-2022 budget.

**Recommendation:** City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Davenport Farms at Emerald Park, Phase 5.

## ATTACHMENTS

-  [November 2021 Right-of-Way Resolution.pdf](#)
-  [Davenport Farms at Emerald Park Ph 5 Final Plat.pdf](#)

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

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

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

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

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

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

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

Davenport Farms at Emerald Park, Phase 5                      Map Book 3509 at Page 705

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

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

Adopted the 8<sup>th</sup> day of November, 2021.

---

P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk

NORTH CAROLINA  
PITT COUNTY

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

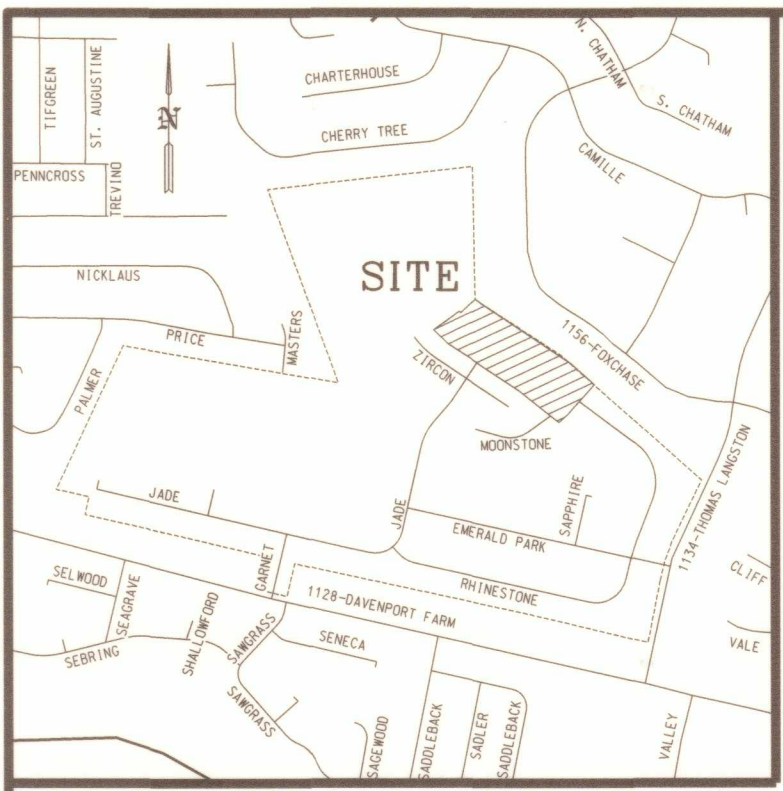
WITNESS my hand and official seal this the 8<sup>th</sup> day of November, 2021.

---

Notary Public

My Commission Expires:





VICINITY MAP  
SCALE: 1" = 1000'

**CURVE DATA**

C1 R= 120.00' Δ= 16°22'14" L= 34.28' CH= N 42°47'52"W 34.17'	C2 R= 530.00' Δ= 00°34'14" L= 5.32' CH= N 50°41'39"W 5.32'	C3 R= 530.00' Δ= 07°21'34" L= 68.07' CH= N 46°43'37"W 68.03'	C4 R= 530.00' Δ= 00°34'19" L= 5.29' CH= N 42°45'41"W 5.29'
C5 R= 25.00' Δ= 90°00'54" L= 39.28' CH= S 87°28'32"E 35.36'	C6 R= 175.00' Δ= 00°00'35" L= 48.90' CH= N 55°31'43"E 48.74'	C7 R= 125.00' Δ= 16°00'28" L= 34.92' CH= S 55°31'42"W 34.81'	C8 R= 25.00' Δ= 90°00'54" L= 39.28' CH= N 02°31'28"W 35.36'
C9 R= 470.00' Δ= 04°44'28" L= 38.89' CH= S 44°50'47"E 38.88'	C10 R= 470.00' Δ= 04°44'28" L= 38.89' CH= S 49°05'58"E 30.88'	C11 R= 25.00' Δ= 90°00'54" L= 39.27' CH= N 84°01'05"E 35.36'	C12 R= 25.00' Δ= 90°00'54" L= 39.27' CH= S 05°58'55"E 35.36'
C13 R= 180.00' Δ= 21°27'53" L= 67.44' CH= S 40°14'56"E 67.04'			

**NOTES**

- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES ARE LINES FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THE DESIGNATED WIDTHS.
- THIS PROPERTY IS NOT LOCATED WITHIN A 100 YEAR FLOOD PLAIN AS PER FEMA PANEL NUMBER 370191 4665 K, DATED JULY 7, 2014.
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCRDACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
- EMERALD PARK, PHASE 5 AND PHASE 6, ARE RESIDENTIAL CLUSTER DEVELOPMENTS.
- COMMON AREA TO BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION AS PER DOCUMENTS RECORDED IN D.B. 2329 PG. 626, D.B. 2427, PG. 718, D.B. 3132, PG. 576, D.B. 3132, PG. 579 OF THE PITT COUNTY REGISTRY AND ANY FUTURE AMENDMENTS.
- GRID CONTROL POINTS ARE NAD 83 (2011) AND DERIVED FROM THE NC VRS GEODETIC NETWORK. ALL DISTANCES ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED. COMBINED GRID FACTOR 15 0.99980946

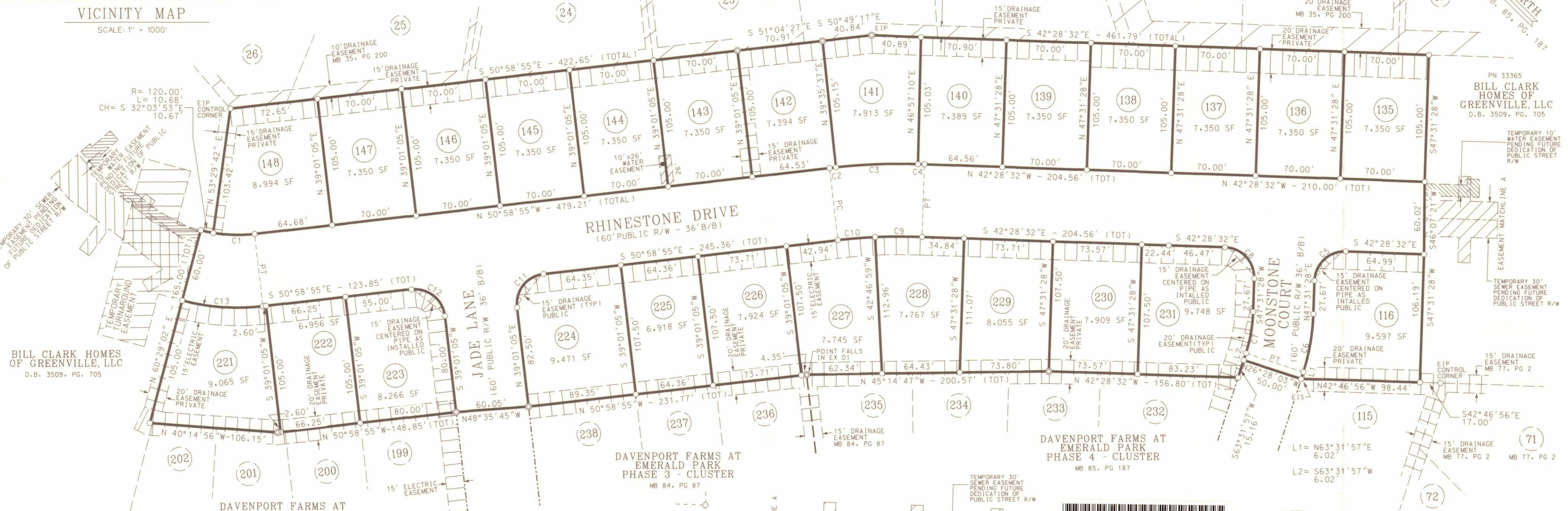
**SITE DATA**

TOTAL AREA IN TRACT.....6.3832 ACRES  
 NUMBER OF LOTS CREATED ..... 26  
 AREA IN COMMON AREA.....0.0000 ACRES  
 AREA IN PARKS, RECREATION AREAS AND THE LIKE .....0.00 ACRES

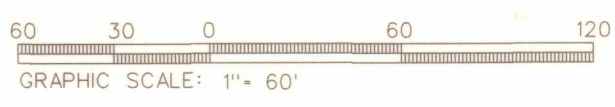
COPY

**FOX CHASE - SECTION 2 SUBDIVISION**  
MB 35, PG 200

**FOX CHASE - SECTION 2 SUBDIVISION**  
MB 35, PG 200



**LEGEND**  
 ○ = CHANGE IN DIRECTION OF A LINE  
 EIP = EXISTING IRON PIPE  
 EIS = EXISTING IRON STAKE  
 NPS = NO POINT SET  
 R/W = RIGHT-OF-WAY



SHEET 1 OF 1  
A PORTION OF PN 33365

**MAP FOR RECORD**  
**DAVENPORT FARMS AT EMERALD PARK**  
 PHASE 5 - CLUSTER DEVELOPMENT  
 REFERENCE: A PORTION OF THE PROPERTY RECORDED IN DEED BOOK 3509, PAGE 705 OF THE PITT COUNTY REGISTRY  
 GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NC

**OWNER: BILL CLARK HOMES OF GREENVILLE, LLC.**  
 200 E. ARLINGTON BLVD., SUITE A  
 GREENVILLE, NC 27858  
 (252) 353-5805

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

**SOURCE OF TITLE**  
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE NORTH CAROLINA IS:  
 DEED BOOK 3509 PAGE 705  
 DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 N.C. REG. NO. L-4146

**OWNERS STATEMENT**  
 Daniel Kod  
 OWNER  
 Kathryn Smith  
 OWNER

**APPROVAL**  
 THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF  
 SEE ABOVE SIGNATURES  
 OWNER  
 SWORN AND SUBSCRIBED TO BEFORE ME THIS 4th DAY OF April, 2021  
 Martha W. Hopkins  
 NOTARY PUBLIC, MY COMMISSION EXPIRES ON 8/28/2023

**DEDICATION**  
 Daniel Kod  
 OWNER  
 Kathryn Smith  
 OWNER

**APPROVAL**  
 THIS FINAL PLAT, 21-6 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE DAY OF April, 2021  
 SIGNED Chantau Goob  
 CITY PLANNER

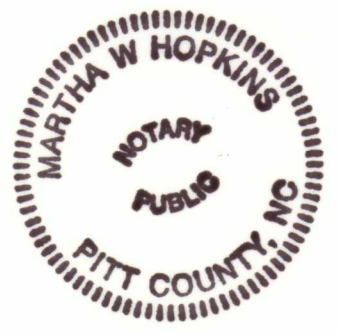
**DEDICATION**  
 Daniel Kod  
 OWNER  
 Kathryn Smith  
 OWNER

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER, ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.  
 SIGNED SEE ABOVE SIGNATURES  
 ATTEST E. M. W.

**SURVEYOR'S CERTIFICATION**  
 I, DEBORAH T. BOYETTE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK SEE PAGE PLAT, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SEE PAGE PLAT, OR AS REFERENCED HEREON; THAT THE RATION OF PRECISION IS 1:29.901 AS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(1)(a), THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.  
 WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 9th DAY OF April, 2021.  
 SIGNED Deborah T. Boyette  
 PROFESSIONAL LAND SURVEYOR L-4146

**REVIEW OFFICER'S CERTIFICATE**  
 Chantau M. Goob  
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THE THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
 Chantau Goob  
 REVIEW OFFICER  
 DATE 4/27/2021



Doc ID: 015028750001 Type: CRP  
 Recorded: 04/27/2021 at 09:26:03 AM  
 Fee Amt: \$21.00 Page 1 of 1  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 86 PG 184





# City of Greenville, North Carolina

Meeting Date: 11/08/2021

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**Title of Item:** Resolution to Establish a No Wake Zone in Wildwood Park

**Explanation:** Recreation and Parks staff intend to designate the lake at Wildwood Park a "No Wake Zone" through an application process with the North Carolina Wildlife Resources Commission (NCWRC). A "No Wake Zone" is an area within which vessels are required to travel at idling speed – slow speed that creates no appreciable wake. No Wake Zones may be established in public waters only to mitigate hazards to boating safety.

The lake at Wildwood Park contains shallow areas and is meant for recreational use. The City will activate the lake through various watersports activities such as kayaking, canoeing and will offer several instructional classes for new users. Watercraft travelling at high speeds will face hazards from the shallow depths and pose safety concerns to the other recreational users in the lake. Enforcement of "No Wake Zone" will provide a safe environment for the various outdoor watersports activities being offered at the park beginning spring 2022.

Adopting a resolution supporting the establishment of a "No Wake Zone" will allow enforcement of the designated area by NCWRC.

**Fiscal Note:** The cost to purchase three No Wake Zone buoys and three anchor blocks is estimated to total \$448.68 and is budgeted within the Wildwood Park operational budget for FY2021-2022.

**Recommendation:** Adopt the resolution requesting the establishment of a No Wake Zone within Wildwood Park.

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## ATTACHMENTS

 [Resolution No wake zone at Wildwood Park](#)

RESOLUTION

RESOLUTION REQUESTING RULEMAKING FOR A NO WAKE ZONE LOCATED IN  
THE CITY OF GREENVILLE AT WILDWOOD PARK

WHEREAS, under authority of North Carolina General Statutes § 75A-15, any subdivision of the State of North Carolina may, but only after public notice, make formal application to the North Carolina Wildlife Resources Commission for rules with reference to the safe and reasonable operation of vessels on waters within its territorial limits; and

WHEREAS, high speeds from motorboats would cause safety hazards to recreational users on the lake at Wildwood Park; and

WHEREAS, shallow waters are present in the lake at Wildwood Park and would pose safety hazards to high speed motorboats; and

WHEREAS, North Carolina Wildlife Resources Commission may enforce the no wake zone once installed; and

WHEREAS, the City of Greenville has given public notice of intention to apply for rulemaking on waters within the City's territorial jurisdiction by advertising in The Daily Reflector on Saturday, November 6, 2021, and on the City of Greenville's website; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby request the North Carolina Wildlife Resources Commission to consider enacting a No Wake Zone in Wildwood Park through processes guided by North Carolina General Statutes § 75A-15 and/or other applicable laws.

This the 8th day of November, 2021.

---

P.J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk



# City of Greenville, North Carolina

Meeting Date: 11/08/2021

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**Title of Item:** Continued from October 11, 2021 - Resolution authorizing a lease agreement with American Legion Post 160 for the property and improvements known as the Old West End Fire Station located at the northeast corner of Chestnut Street and North Skinner Street, being a portion of Tax Parcel #28982

**Explanation:** American Legion Post 160 has been leasing the Old West End Fire Station located on the northeast corner of Chestnut Street and North Skinner Street since 1982. The Post uses the building for its meetings and activities and allows other groups to use it for meetings and activities. The annual lease payment is \$1, but the Post is responsible for all repairs, maintenance, and utilities expenses.

The previous lease was for a five-year term of March 1, 2015 through February 29, 2020. The lease has expired, and the Post wishes to enter into a new lease to allow for continued use of the property. The attached letter from the Post requests that they be allowed to lease the property for 5-10 years.

The proposed lease is for a five-year period under basically the same terms as the previous lease with an option for the Post to continue the lease for another five (5) years after the expiration of the initial five-year term. The required notice of the intent to authorize the lease has been published. A copy of the proposed lease is attached.




The attached resolution approves the lease agreement with American Legion Post 160 for the property currently known as the Old West End Fire Station located on the northeast corner of Chestnut Street and North Skinner Street for a term of five (5) years commencing on October 11, 2021, and terminating on October 10, 2026, with an option for an additional five (5) years, for the annual rental sum of one dollar (\$1) and does further authorize the City Manager to execute said lease agreement.

**Fiscal Note:** \$1 to be received as an annual lease payment

**Recommendation:** Approval of the resolution authorizing the lease agreement with the American Legion Post 160 and authorizing the City Manager to execute the lease agreement

---

ATTACHMENTS

-  [American Legion Request for Lease.pdf](#)
-  [Resolution Approving Lease with American Legion.pdf](#)
-  [Lease Agreement with American Legion.pdf](#)



RECEIVED



PASICO NORFLEET  
AMERICAN LEGION POST 160  
PO BOX 1543, GREENVILLE, NORTH CAROLINA 27835

JUL 26 2021

CITY MANAGER'S OFFICE

July 26, 2021

Ms. Ann E. Wall, City Manager

Greenville, NC 27834

Dear Ms. Wall

In response to your letter dated June 8, 2021, we at Pasico Norfleet Post 160 would definitely want to renew our lease for a period of five (5) to ten (10) years.

Please find enclosed a check for \$10.00 to show that the American Legion Post 160 wishes to execute a new lease.

If any further information is necessary, please contact Curtis Best, Post Commander at 2552-756-7519.

Best regards,

Curtis Best, Commander

Pasico Norfleet Post 160

RESOLUTION NO. \_\_\_-21  
RESOLUTION APPROVING A LEASE AGREEMENT WITH  
AMERICAN LEGION POST 160

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the Lease Agreement with American Legion Post 160 for the property currently known as the Old West End Fire Station located on the northeast corner of the intersection of Chestnut Street and North Skinner Street, being a portion of Tax Parcel #28982, for a term of five (5) years commencing on October 11, 2021, and terminating on October 10, 2026, with an option for an additional five (5) years, for the annual rental sum of one dollar (\$1).

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the City Manager is hereby authorized to execute said Lease Agreement and the City Manager is authorized to negotiate any additional terms necessary for the lease that are in the best interest of the City not inconsistent with the terms herein.

This the 11<sup>th</sup> day of October, 2021.

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

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

#1141761

**NORTH CAROLINA  
COUNTY OF PITT**

**LEASE  
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the 11<sup>th</sup> day of October, 2021, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as LESSOR, and American Legion Post 160, Party of the Second Part and hereinafter referred to as LESSEE;

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

A building known as the old West End Fire Station located on the northeast corner of the intersection of Chestnut Street and N. Skinner Street, and a specific tract of land upon which the building is located and immediately abutting the building being bounded on the south by the northern right-of-way of Chestnut Street, on the west by the eastern right-of-way of N. Skinner Street, on the north by a line parallel with Chestnut Street forty (40) feet north of the backline of the building, and on the east by a line parallel with N. Skinner Street twenty (20) feet east of the east side of the building at the bottom of the swale, and further described as being a portion of Tax Parcel 28982.

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

1. Term.

The term of this Lease Agreement is for five (5) years, commencing on the 11<sup>th</sup> day of October, 2021, and expiring on the 10<sup>th</sup> day of October 2026. Provided that all conditions of this Lease Agreement have been properly complied with by the LESSEE, the LESSEE may at its option extend the term of this Lease Agreement for an additional term of five (5) years by giving to the LESSOR written notice of its intention to do so not later than the 1<sup>st</sup> day of August, 2026, and in the event of such extension, all of the terms and conditions of this Lease Agreement shall continue in full force and effect.

2. Rent.

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

3. Use of Leased Premises.

During the term of this Lease Agreement, LESSEE shall use the leased premises for meetings and sponsored functions of the LESSEE and for other meetings and functions specifically approved by the LESSEE. LESSEE shall make no other use of the leased premises without the prior written consent of the LESSOR.

4. Additional Limits and Conditions.

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

- a. The possession of and use of alcoholic beverages is prohibited on the leased premises, except for scheduled social functions of the LESSEE held exclusively for the members and guests of the LESSEE.
- b. All use of the leased premises must cease by 9:00 PM, except for scheduled social functions of the LESSEE held exclusively for members and guests of the LESSEE and scheduled meetings of the LESSEE held exclusively for members and guests of the LESSEE.
- c. There shall be no music or sound at the leased premises which violates the provisions of the Noise Control Ordinance contained in Chapter 5 of Title 12 of the Greenville City Code.
- d. Persons not participating in scheduled meetings or functions or activities at the leased premises will not be allowed to loiter on the premises and will be considered as trespassers.

5. Trespass Agreement.

LESSEE shall complete and file with the Greenville Police Department a Trespass Agreement which authorizes Greenville Police Department officers to remove and/or arrest trespassers upon the leased premises. LESSEE shall ensure that the Trespass Agreement is kept current and effective during the term of this Lease Agreement.

6. Use as Polling Site.

LESSOR specifically reserves the right to use the leased premises as a voting polling place when needed.

7. Activities Report.

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

8. Signage.

No signs shall be erected on the leased premises without the prior written approval of the LESSOR. Notwithstanding the foregoing, it is understood and agreed that LESSEE shall be permitted to install a sign, subject to the approval of the LESSOR, to identify the building as being occupied by American Legion Post 160.

9. Acceptance of Leased Premises.

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

10. Repairs and Maintenance.

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

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

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

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

11. Annual Inspection:

During the term of this Lease Agreement, the LESSEE and LESSOR shall make an annual inspection of the leased premises to determine the state of maintenance and repair and to discuss any mutual concerns regarding the upkeep and maintenance of the leased premises. The Fire Marshal, Chief Building Inspector, Building and Grounds Superintendent of the Public Works Department, and Risk Manager, or their designees, shall represent the LESSOR in the annual inspection. The Post Commander or his designee shall represent the LESSEE in the annual inspection. Other employees of the LESSOR or members of the LESSEE may participate in the inspection.

12. Alterations and Improvements.

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

13. Utilities.

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

14. Taxes and Assessments.

LESSEE shall pay any taxes or assessments imposed on the leased premises during the term of this LEASE. In addition, LESSEE shall be responsible for any taxes imposed on the property of LESSEE used on the leased premises.

15. Insurance.

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

16. Damage or Destruction by Fire or Other Casualty.

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

17. Assignment and Subletting.

LESSEE may not assign or transfer this Lease Agreement or sublet the leased premises or any part of the leased premises without the prior written consent of the LESSOR.

18. Indemnity.

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

19. Surrender on Termination.

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

20. Default.

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

21. Liens.

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

22. Access.

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

23. Quiet Enjoyment.

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

24. Notices.

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

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

If to LESSEE:  
Post Commander  
American Legion Post 160  
P.O. Box 1543  
Greenville, NC 27835

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

25. Legal and Regulatory Duties.

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

26. Amendment.

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

27. Entire Agreement.

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

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

**CITY OF GREENVILLE**

BY: \_\_\_\_\_  
Ann E. Wall, City Manager

**AMERICAN LEGION POST 160**

BY: \_\_\_\_\_  
Curtis L. Best, Post Commander



**NORTH CAROLINA  
PITT COUNTY**

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

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

**NORTH CAROLINA  
PITT COUNTY**

I, \_\_\_\_\_, Notary Public in and for the aforesaid County and State, do hereby certify that Curtis L. Best, Post Commander of American Legion, Post 160, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

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

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



# City of Greenville, North Carolina

Meeting Date: 11/08/2021

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**Title of Item:** Continued from October 14, 2021 - Ordinance requested by the Mitchell Meeks to amend Title 9 Chapter 4 Article F, Dimensional, Standards, Modifications, and Special Standards, Section 9-4-103 Special Standards for Certain Specific Uses to allow the sale of firearms, accessories, and ammunition and gunsmithing as an accessory use to indoor and outdoor shooting ranges

**Explanation:** \*\*This item was continued from the October 14, 2020 City Council meeting.

Currently indoor and outdoor shooting ranges are a special use in the following districts: IU (Unoffensive Industry), I (Industry), PIU (Planned Unoffensive Industry), PI (Planned Industry)

This request is to allow shooting ranges the ability to sell firearms and ammunition as well as gunsmithing services with the following standards:

1 An indoor shooting range that has the requisite state and federal firearms sales permit may allow the retail sales of firearms, accessories, and ammunition for on- and off-site premises, provided that the retail sales of firearms and ammunition constitute an accessory and incidental use to the indoor shooting range.

2. A shooting range that also has the requisite state and federal firearm sales permit(s) that allows retail sales of firearms, accessories, and ammunition may also provide gunsmithing services on-premise, provided that the provision of gunsmithing services constitutes an accessory and incidental use to the shooting range.

3. Required permits for retail sales of firearms and ammunition shall include, without limitation, a Federal Firearm License issued by the Bureau of Alcohol, Tobacco and Firearms.

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

**Recommendation:** In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with the Horizons 2026: Greenville's Community Plan, Chapter 4, Growing the Economic Hub,

*Goal 4.3 A Stable & Resilient Economy. Policy 4.3.1 Modernize and Diversify Local Economy. Support the growth of a variety of employment opportunities*

*and businesses that diversify Greenville's economy and provide workers with a range of skill sets and training. Encourage business growth within incorporated areas to expand and diversify Greenville's tax base.*

Therefore, staff recommends approval.

The Planning and Zoning Commission voted unanimously to approve the request at its September 21, 2021 meeting.




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

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

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

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## ATTACHMENTS

-  [Ordinance\\_-\\_Accessory\\_use\\_of\\_gun\\_sales.pdf](#)
-  [Minutes\\_-\\_Guns\\_sales\\_and\\_gunsmithing.pdf](#)
-  [Written Comments for Guns Sales Text Amendment.pdf](#)

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

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

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

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

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

Section 1. That Title 9, Chapter 4, Section 103 is hereby amended by adding the following:

“(KK) Indoor Firearm Shooting Range – Retail sales and Gunsmithing

1. An indoor shooting range that has the requisite state and federal firearms sales permit may allow the retail sales of firearms, accessories, and ammunition for on- and off-site premises, provided that the retail sales of firearms and ammunition constitute an accessory and incidental use to the indoor shooting range.
2. A shooting range that also has the requisite state and federal firearm sales permit(s) that allows retail sales of firearms, accessories, and ammunition may also provide gunsmithing

services on-premise, provided that the provision of gunsmithing services constitutes an accessory and incidental use to the shooting range.

3. Required permits for retail sales of firearms and ammunition shall include, without limitation, a Federal Firearm License issued by the Bureau of Alcohol, Tobacco and Firearms.”

Section 2: That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 3: Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

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

ADOPTED this 8<sup>th</sup> day of November, 2021.

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P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk

1153137

**Excerpt from the adopted Planning & Zoning Commission Minutes (9/21/2021)**

REQUEST BY MITCHELL MEEKS TO AMEND TITLE 9 CHAPTER 4 ARTICLE F, DIMENSIONAL, STANDARDS, MODIFICATIONS, AND SPECIAL STANDARDS, SECTION 9-4-103 SPECIAL STANDARDS FOR CERTAIN SPECIFIC USES TO ALLOW THE SALE OF FIREARMS, ACCESSORIES, AND AMMUNITION AND GUNSMITHING AS AN ACCESSORY USE TO INDOOR AND OUTDOOR SHOOTING RANGES.

Chantae Gooby presented for staff. The applicant wants to be able to include the sale of guns, ammunition and accessories along with gunsmithing as an accessory use for shooting ranges. Shooting ranges are only allowed with a special use permit in all the industrial zoning districts. This amendment will enable the sale of guns, ammunition and accessories along with gunsmithing when someone is applying for a shooting range. In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with the Horizons 2026: Greenville's Community Plan, Chapter 4, Growing the Economic Hub,

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

Mr. Collins stated there were questions raised by a neighbor as to whether this is an accessory use. It was unclear whether gun sales were dependent on having a firing range. Can clarify the legal issues on what an accessory use is.

Ms. Gooby stated it means that you would have to have a shooting range in order to have gun sales. It would not be a stand-alone store for gun or ammunition sales. It has to be associated with a shooting range.

Mr. Collins stated there was correspondence suggesting that the intention was to open gun sales when the shooting range was not ready for business. He asked if that was the plan, does that suggest that it is not an accessory use.

Ms. Gooby stated the applicants requested a special use permit for the shooting range and at the time they still wanted to add the gun and ammunition sales. They went forward with the approval of the shooting range and were going to go back revised the permit to include sales and gunsmithing.

Mike Biggerstaff stated the plan was to have both the indoor shooting range and gun shop at the same time. There was an existing building that would allow them to have a gun shop while the shooting range was being constructed.

Chairman Faison opened the public hearing.

Mike Biggerstaff spoke in favor. He stated their goal is to have an indoor shooting range with a gun shop. They plan to have classes for concealed carry and hand gun safety. The neighbor to their property was opposed to the shooting range and gun shop. They have decided not to put the shooting range or gun shop at that location but they want to have the paperwork in place to proceed when they find another property.

Mr. Faison asked if they currently do not have a location.

Mr. Biggerstaff stated they do not have a location at this time.

Mr. Collins stated an issue that was raised was whether the gun sales were an accessory use to the shooting range.

Mr. Biggerstaff stated you cannot have a range without being able to sale ammunition at the same time. All the other indoor shooting ranges in the State have gun sales.

Mr. Faison asked Attorney McGirt if the City has satisfied it's positon on accessory use.

Ms. Gooby stated under this request, the sales and gunsmithing would be reliant on the shooting range itself.

Rick Dalyai, applicant, spoke in favor. He stated they can't have a gun range without being able to sell ammunition.

Mr. Thomas asked if surrounding cities have this designation.

Ms. Gooby stated this is a customary use to a shooting range.

No one spoke in opposition.

Chairman Faison closed the public hearing.

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

**From:** [Charles Burnett](#)  
**To:** [Chantae Gooby](#)  
**Subject:** [External] Dropping Our Objection  
**Date:** Tuesday, September 21, 2021 4:32:53 PM

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**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender, were expecting this message or otherwise know the content is safe.

Ms. Gooby,

I am happy to inform you that we have reached a settlement with Coastal Plain and are dropping our objection to the text amendment that is on the agenda for tonight's meeting. Please let me know if you need anything else from us to finalize our dropping the objection. Thank you!

Coastal AgroBusiness, Inc

***Charles Burnett***

CFO & General Counsel

112 Staton Road

Greenville, North Carolina 27834

[charlesburnett@coastalagro.com](mailto:charlesburnett@coastalagro.com)

(o) 252-317-3239

(m) 252-802-1081





# City of Greenville, North Carolina

Meeting Date: 11/08/2021

**Title of Item:** Ordinance to annex Savannah Place, Section 4, Phase 2 involving 6.897 acres located at the current terminus of Belle's Ferry Court

**Explanation:** A. SCHEDULE

1. Advertising date: October 28, 2021
2. City Council public hearing date: November 8, 2021
3. Effective date: November 8, 2021

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 6.897
4. Voting District: 2
5. Township: Winterville
6. Zoning: R9S (Residential)
7. Existing land use: Vacant
8. Anticipated land use: 19 single-family lots
9. Population estimate

	Formula	Number of people
Total current:	0	0
Estimated at full development	19 x 2.18*	41
Current minority	0	0
Estimated minority at full development	41 x 43.4%	18
Current white	0	0
Estimated white at full development	41 - 18	23

\* average household size in Greenville (Source: Census.gov)

10. Rural fire tax district: Red Oak
11. Greenville fire district: Station 5 (3.0 miles)
12. Present tax value: \$96,558
13. Estimated tax value: \$6,270,000

**Fiscal Note:** The total estimated tax value at full development is \$6,270,000.

**Recommendation:** Approve the attached ordinance to annex Savannah Place, Section 4, Phase 2

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ATTACHMENTS

-  [Ordinance\\_-\\_Savannah\\_S4 P2.pdf](#)
-  [Savanna PI Survey.pdf](#)

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

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 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 6:00 p.m. on the 8<sup>th</sup> day of November, 2021, after due notice by publication in The Daily Reflector on the 28<sup>th</sup> day of October, 2021; 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 "Savannah Place, Section 4, Phase 2" involving 6.897 acres prepared by Baldwin Consultants, PA.

LOCATION: Situate in Winterville Township, Pitt County, North Carolina, located at the current terminus of Belle's Ferry Court.

GENERAL DESCRIPTION:

Beginning at a point on the eastern right-of-way of Belle's Ferry Court, said point being the southwestern corner of Lot 67, Savannah Place, Section 4, Phase 1 as recorded in Map Book 84, Page 140 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

Leaving the eastern right-of-way of Belle's Ferry Court and with the southern line of above referenced Lot 67, Savannah Place, Section 4, Phase 1, N 89°33'46" E 135.00', thence S 00°26'14" E 85.00', thence S 11°00'57" E 76.11', thence S 79°55'30" E 170.00', thence N 58°27'05" E 87.34', thence S 68°08'30" E 174.89', thence S 16°01'46" E 157.49', thence S 18°37'34" W 230.00', thence N 71°22'26" W 145.00', thence N 79°55'30" W 602.99', thence N 00°26'14" W 42.98', thence N

00°26'14" W 330.38', thence N 89°33'46" E 210.00' to the southeastern terminus of Belle's Ferry Court, thence with the eastern right-of-way of Belle's Ferry Court, N 00°26'14" W 50.40' to the point of beginning containing 6.897 acres and being a portion of the property recorded in Deed Book 1586, Page 455 of the Pitt County Register of Deeds.

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 8<sup>th</sup> day of November, 2021.

ADOPTED this 8<sup>th</sup> day of November, 2021.

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

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

NORTH CAROLINA  
PITT COUNTY

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

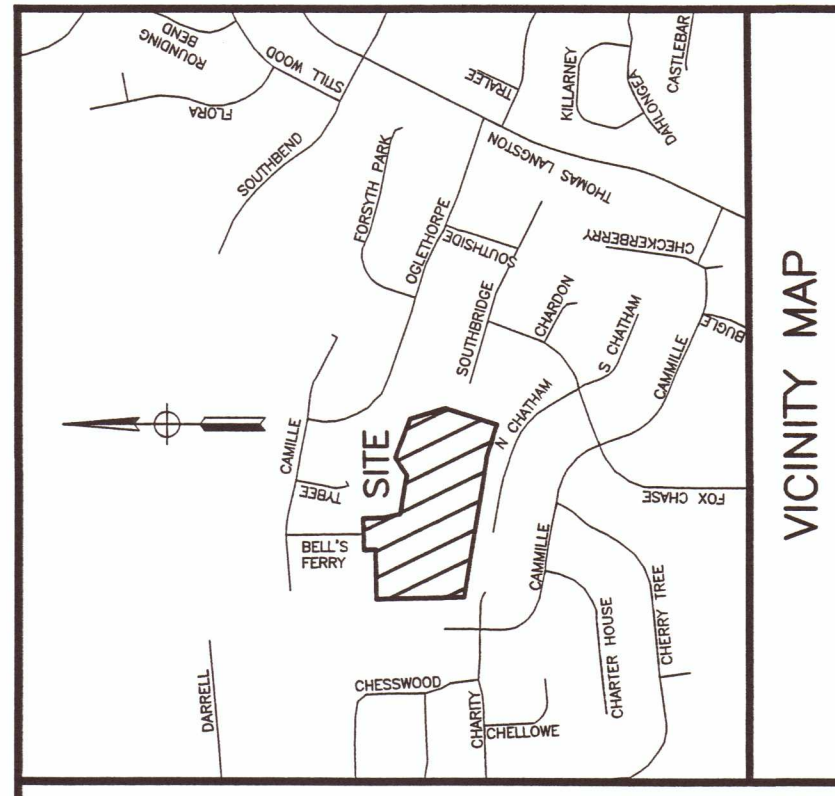
WITNESS my hand and official seal this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2021.

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

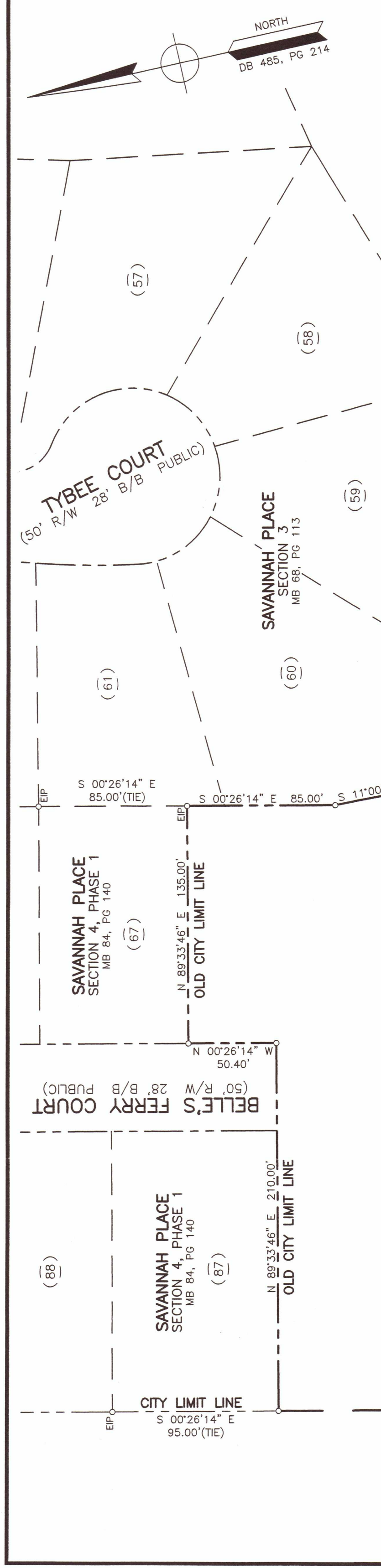
My Commission Expires: \_\_\_\_\_

1154521





**VICINITY MAP**



**LEGEND**  
 R/W = RIGHT-OF-WAY  
 EIP = EXISTING IRON PIPE  
 SIP = SET IRON PIPE

**LEGEND**  
 NEW CITY LIMIT LINE =   
 OLD CITY LIMIT LINE =   
 CITY LIMIT LINE =

**NOTES**

1. THIS MAP IS OF A SURVEY THAT IS OF ANOTHER CATEGORY.
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
3. REFERENCE: A PORTION OF PROPERTY DESCRIBED IN DEED BOOK 1586, PAGE 455 OF THE PITT COUNTY REGISTER OF DEEDS.

**SAVANNAH PLACE SECTION 2, PHASE 2**  
 MB 86, PG 18

**SAVANNAH PLACE SECTION 3**  
 MB 68, PG 113

**CHARLESTON VILLAGE SECTION 3**  
 MB 66, PGS 131-133

**CERTIFICATION**

I, MICHAEL W. BALDWIN, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION, THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY MADE BY BRANDON MARSHALL THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDE AND LONGITUDE IS 1:50,000. THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM DEED INFORMATION THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 30th DAY OF SEPTEMBER 2021.

SIGNED:   
 REGISTRATION NO. L-3082

**MAP SHOWING AREA ANNEXED BY THE CITY OF GREENVILLE, N.C.**

(EFFECTIVE DATE \_\_\_\_\_ ORDINANCE # \_\_\_\_\_ AREA 6.897 AC.)

WINTERVILLE \_\_\_\_\_ TOWNSHIP, PITT COUNTY, N.C.

MAP NO.	PLATS RECORDED	MAP BOOK	PAGE
	LU-II-MAR, LLC	60	36

**ANNEXATION MAP FOR SAVANNAH PLACE SECTION 4, PHASE 2**

A PORTION OF TAX PARCEL #66255

**OWNER: HOMES ON THE ANGE, INC.**  
 ADDRESS: 226 COMMERCE STREET GREENVILLE, NC 27858  
 PHONE: (252) 756-3500

**Baldwin Design Consultants, PA**  
 LICENSE# C-3498  
 ENGINEERING - SURVEYING - PLANNING  
 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858 252.756.1390

**APPROVED: MWB** DATE: 09/30/2021  
**DRAWN: NFW**  
**CHECKED: MWB** SCALE: 1" = 50'





# City of Greenville, North Carolina

Meeting Date: 11/08/2021

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**Title of Item:**

Ordinance requested by Elliott Sidewalk Communities to amend Title 9 Chapter 4 Section 9-4-232 Freestanding Sign Surface Area that would allow freestanding signs in the Mixed Use Institutional District (MUI) to not exceed 200 square feet in surface area.

**Explanation:**

Currently, city code does not allow freestanding signs to exceed 125 square feet in surface area. The applicant is requesting that freestanding signs located in the MUI zoning district be amended to not exceed 200 square feet in surface area. The MUI district standards allow a variety of uses that are approved as a master plan. Due to the nature of these types of projects, they will most likely be large in scale and/or high in intensity. As such, staff is of the opinion that the addition of 75 square feet allowed under this amendment is an acceptable accommodation for these types of projects.

Please see the amended language added in red.

SEC. 9-4-232 FREESTANDING SIGN SURFACE AREA.

(A) For purposes of this section, a side of a freestanding sign is any plane or flat surface area included in the calculation of the total sign surface area as provided herein.

(B) Unless otherwise provided, a single side of a freestanding sign may not exceed one-half square foot in surface area for every linear foot of frontage along the street toward which the sign is primarily oriented. However, in no case may a single side of a freestanding sign exceed 125 square feet in surface area.

(1). Within any Mixed Use Institutional District (MUI), a single side of a freestanding sign may not exceed one-half square foot in surface area for every linear foot of frontage along the street toward which the sign is primarily oriented. However in no case may a single side of a freestanding sign in this district exceed 200 square feet in surface area.

(C) With respect to freestanding signs that have no discernible "sides," such as spheres or other shapes not composed of flat planes, no such freestanding signs may exceed one square foot in total surface area for every linear foot of lot frontage along the street toward which the sign is primarily oriented. However, in no case may the sign exceed 200 square feet in surface area.

(D) For purposes of this section, a single side of a double-face freestanding

sign shall be considered as the total display surface for the calculation of sign area, provided the sides are separated no more than 30 inches at any point.

#### MIXED USE INSTITUTIONAL.

The purpose of the Mixed Use Institutional (MUI) district is to encourage an innovative mixture of uses on a site or campus that is under the control of a single entity that has a controlling governmental interest, or that is controlled by a hospital, college or university. While this district is intended to be predominantly developed as an innovation park containing office/institutional and research activities, it may also contain a balanced mixture of supporting residential, commercial and light industrial uses. A master plan is required for approval.

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

**Recommendation:** In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with the Horizons 2026: Greenville's Community Plan, Chapter 4, Growing the Economic Hub,

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

Therefore, staff recommends approval.

The Planning and Zoning Commission voted unanimously to approve the request at its October 19, 2021 meeting.

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

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

"Motion to deny the requested text amendment, to make a finding and determination that the required text amendment is inconsistent with the comprehensive plan or other applicable plans, including but not limited to Horizons 2026: Greenville's Community Plan, Chapter 4, Growing the Economic Hub, Goal 4.3 A Stable & Resilient Economy. *Policy 4.3.1 Modernize and Diversify Local Economy. Support the growth of a variety of employment opportunities and businesses that diversify Greenville's economy and provide workers with a range of skill sets and training. Encourage business*

*growth within incorporated areas to expand and diversify Greenville's tax base."*

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ATTACHMENTS

-  [Ordinance\\_-\\_Freestanding\\_signs\\_in\\_MUI.pdf](#)
-  [EXCERPT\\_P&Z\\_MIN\\_OCT\\_19\\_2021-\\_TA\\_Freestanding\\_Signs.pdf](#)



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

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

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

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

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

Section 1. That Title 9, Chapter 4, Section 232(B) is hereby amended by adding the following:

(1). Within any Mixed Use Institutional District (MUI), a single side of a freestanding sign may not exceed one-half square foot in surface area for every linear foot of frontage along the street toward which the sign is primarily oriented. However in no case may a single side of a freestanding sign in this district exceed 200 square feet in surface area.

Section 2: That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 3: Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

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

ADOPTED this 8<sup>th</sup> day of November, 2021.

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P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk

1154549

**Excerpt from the draft Planning & Zoning Commission Minutes (10/19/21)**

REQUEST BY ELLIOT SIDEWALK COMMUNITIES TO AMEND TITLE 9 CHAPTER 4 SECTION 9-4-232 FREESTANDING SIGN SURFACE AREA THAT WOULD ALLOW FREESTANDING SIGNS IN THE MIXED USE INSTITUTIONAL DISTRICT (MUI) TO NOT EXCEED 200 SQUARE FEET IN SURFACE AREA.

Vice Chairman West reminded the Commission of the letter of support sent by the applicant.

Chantae Gooby presented for staff. This request is to amend the sign regulations for properties zoned Mixed Use Institutional (MUI). The purpose of the Mixed Use Institutional district is to encourage an innovative mixture of uses on a site under the control of a single entity such as hospital, college or university. This district is going to have a blend of office, institutional, research and even some residential and commercial districts. These projects are all approved as a master plan. Currently, the size limit for freestanding signs is 125 square feet. Under the proposed amendment, it would increase the size to 200 square feet. Due to the nature of these types of projects, they will most likely be large in scale and/or high in intensity. As such, staff is of the opinion that the additional 75 square feet allowed under this amendment is an acceptable accommodation for these types of projects. In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with the Horizons 2026: Greenville's Community Plan, Chapter 4, Growing the Economic Hub,

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

Vice Chairman West opened the public hearing.

No one spoke in favor.

No one spoke in opposition.

Vice Chairman West closed the public hearing.

**Motion made by Mr. Parker, seconded by Mr. Brock, 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.**



# City of Greenville, North Carolina

Meeting Date: 11/08/2021

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**Title of Item:** Consultant's Presentation, Redistricting, Various Alternatives to Option B

**Explanation:**

On October 27, 2021, Council held a special meeting on redistricting and indicated that its preference was to consider various alternatives to the Option B plan (in effect, eliminating from consideration Options A and C).

Two Council members were absent at the above meeting, and Council adopted a motion scheduling a special meeting on redistricting for November 10, 2021 to discuss the various alternatives to Option B.

The Council faces an upcoming deadline to adopt a revised plan, and although the consultants are not able to attend the November 8, 2021 Council regular meeting, staff recommends that Council seek to advance this matter at its November 8<sup>th</sup> meeting by discussing whether it can obtain a consensus on one of the alternatives to Option B. If Council can agree at its November 8<sup>th</sup> meeting on which alternative to Option B is the preferred plan —then Council should cancel the November 10<sup>th</sup> special meeting. However, if after considering this matter on November 8<sup>th</sup>, Council members still have questions for consultants, then the meeting on November 10<sup>th</sup> will need to occur.

The alternatives to Option B (See attachment from the October 27<sup>th</sup> special meeting, pgs. 20-22; & pg. 23, data) are:

- Option B1 (Slide Area 4, Alternative A);
- Option B2 (Slide Area 4, Alternative B); &
- Option B3 (Slide Area 4, Alternative C).

**Public hearing:**

In addition, City staff plans to place notice in the local paper that Council will hold a public hearing on November 22, 2021 on the redistricting plan, specifically, Council will hear comments on the various alternatives to Option B. The Council may identify a preferred plan from amongst these alternatives prior to the public hearing.

**Fiscal Note:**            There is no fiscal impact.

**Recommendation:**        City Council indicate which of the various alternatives to Option B is the preferred redistricting plan, and authorize a public hearing be held on November 22, 2021 on the various alternatives to Option B Plan.

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ATTACHMENTS

 [\*\*Consultant #2 Presentation Special Meeting 10 27 21.pdf\*\*](#)

# City Council Workshop

October 27, 2021



# Item 1

Consultant's Presentation,  
Discussion on Redistricting



# Redistricting: Public Engagement Report

- Council directed staff to provide public engagement opportunities.
- Public engagement sessions were held on:
  - Sept. 22, 2021 at 4:00 p.m. (virtual)
  - Sept. 29, 2021 at 12:00 p.m. (City Hall)
  - Oct. 6, 2021 at 4:00 p.m. (City Hall)
- Maps displayed for public viewing at the following locations:
  - Public libraries – Sheppard Memorial Library, East Branch, and Carver
  - City facilities – City Hall, Eppes Recreation Center, South Greenville Recreation Center, Drew Steele Center
  - Housing Authority offices – Moyewood Community Center, Meadowbrook Office
- Public Comment Cards:
  - Printed cards placed with maps and checked weekly for submissions
  - Electronic submissions available on the City's website  
<https://www.greenvillenc.gov/government/city-council/redistricting>



# Redistricting Plan Discussion Workshop

City of Greenville

October 27, 2021

Introductory remarks by the Local Redistricting Service

Adam Mitchell, Tharrington Smith

Blake Esselstyn, Mapfigure Consulting

# General introduction about the drafts and process

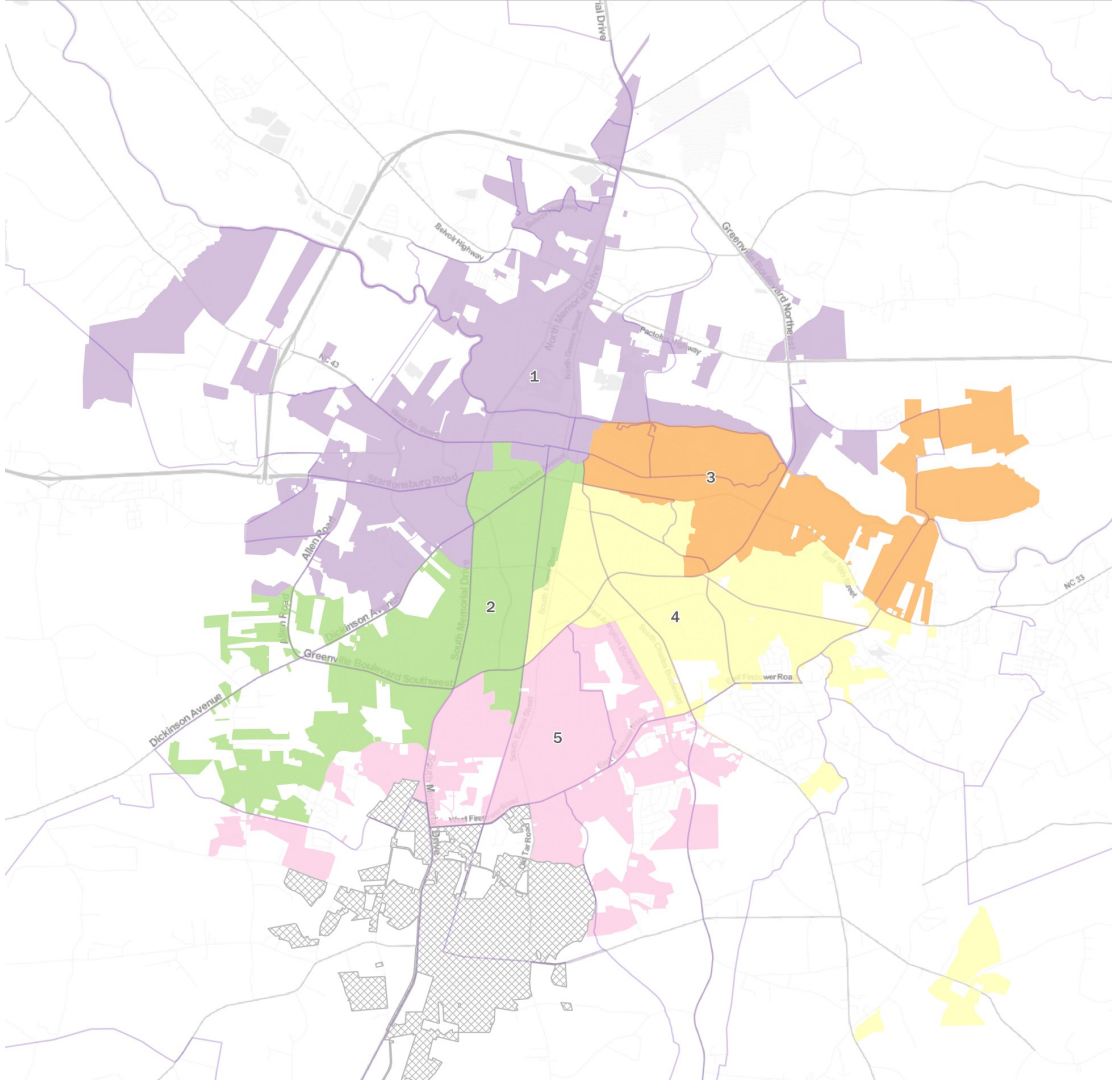
## Guiding principles:

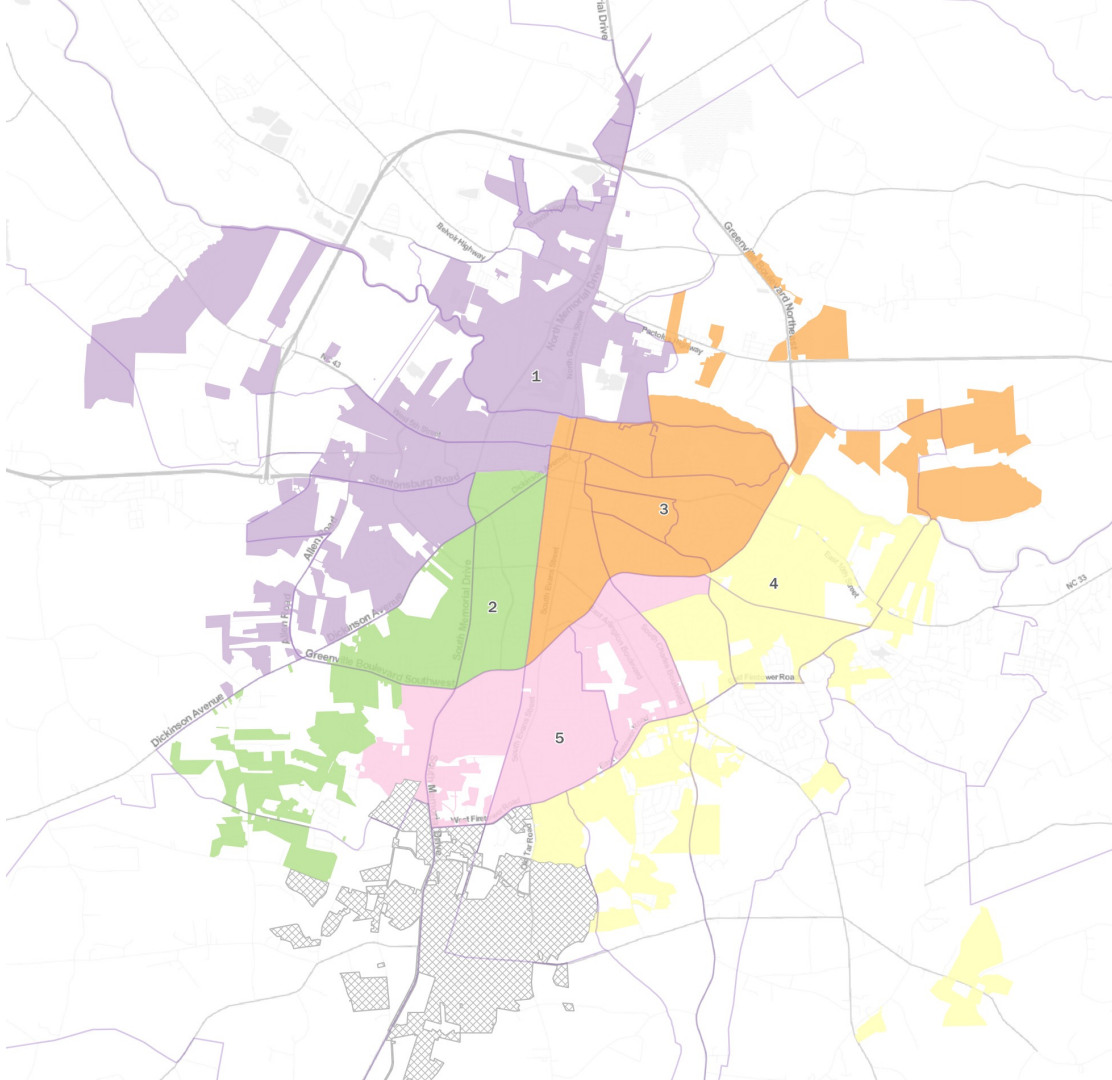
- Start from the current districts;
- Take into account anticipated development and growth;
- Preserve neighborhoods, using major roads as boundaries;
- Avoid undue focus on incumbents' locations; and
- Consider compactness, keeping precincts whole, communities of interest, etc., to the extent possible.

# Basic statistics

	#	Lock	Population	To Target	Dev%
0	Unassigned	<input type="checkbox"/>	0	17,504	-100.0%
1	1	<input checked="" type="checkbox"/>	17,146	358	-2.05%
2	2	<input type="checkbox"/>	20,141	-2,637	15.07%
3	3	<input type="checkbox"/>	14,187	3,317	-18.95%
4	4	<input type="checkbox"/>	14,706	2,798	-15.98%
5	5	<input type="checkbox"/>	21,341	-3,837	21.92%

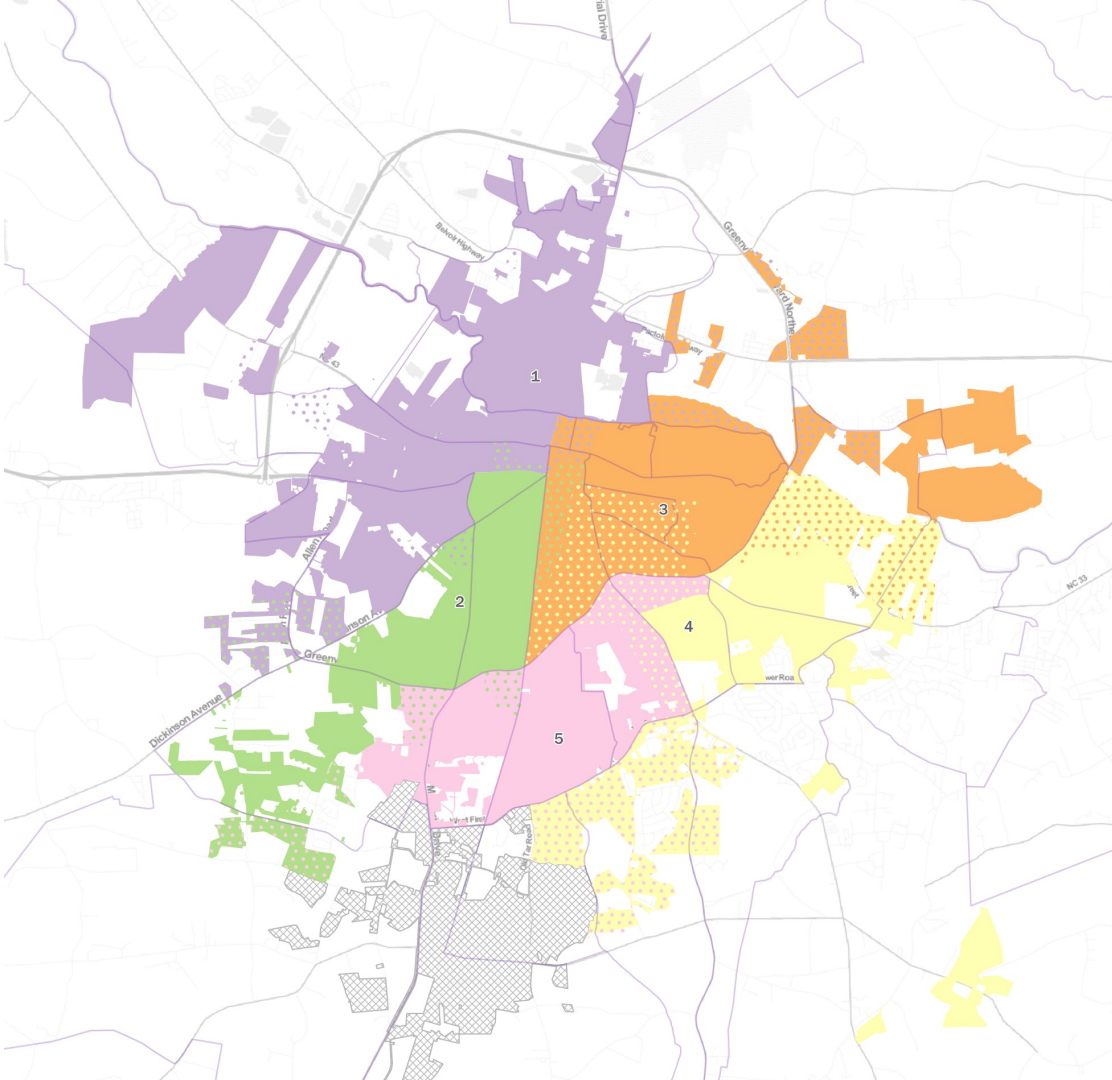
# Existing districts





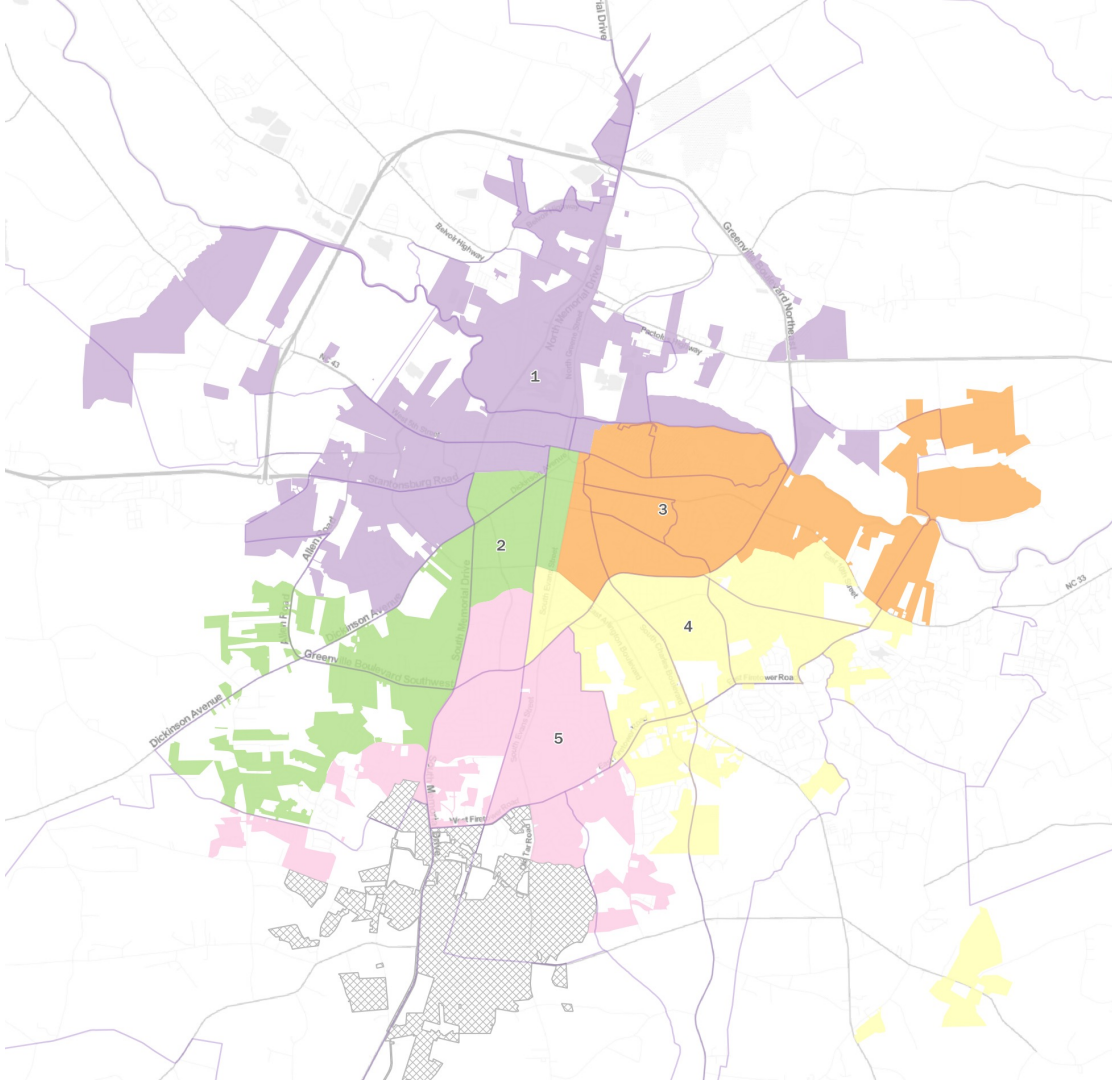
# Option A

- Hybrid: seeking balance between maintaining district cores and honoring other principles
- Recognizable, describable boundaries
- Considering future growth
- Several precinct splits
- No paired incumbents



# Changed areas in Option A

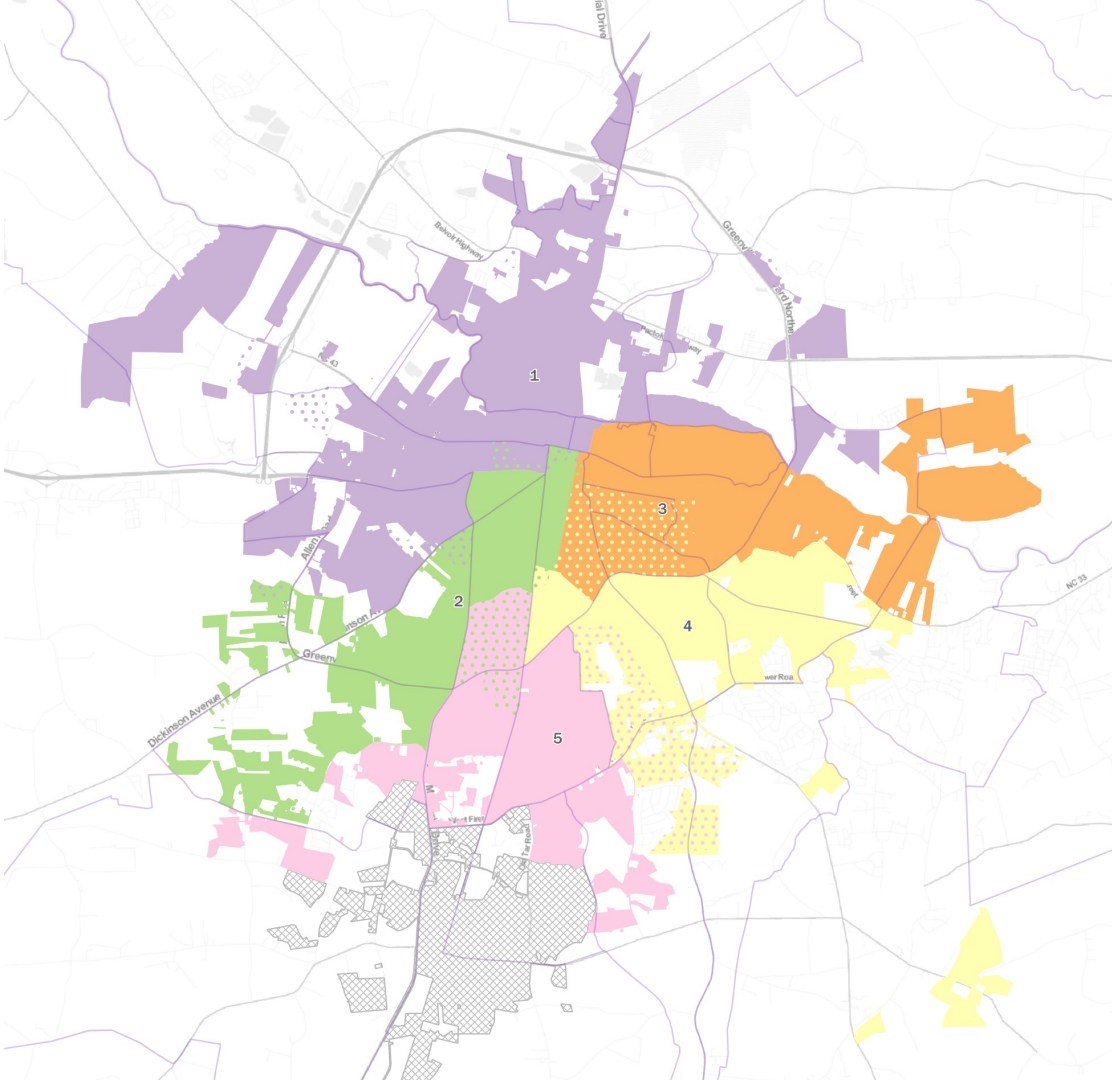
- Solids represent proposed district
- Dots represent existing district
- If no dots visible, the area is unchanged



# Option B

- Option that most preserves the shapes of existing districts
- Efforts made to use landmarks as boundaries
- Considering future growth
- Option with the most precinct splits (including two three-way)
- No paired incumbents

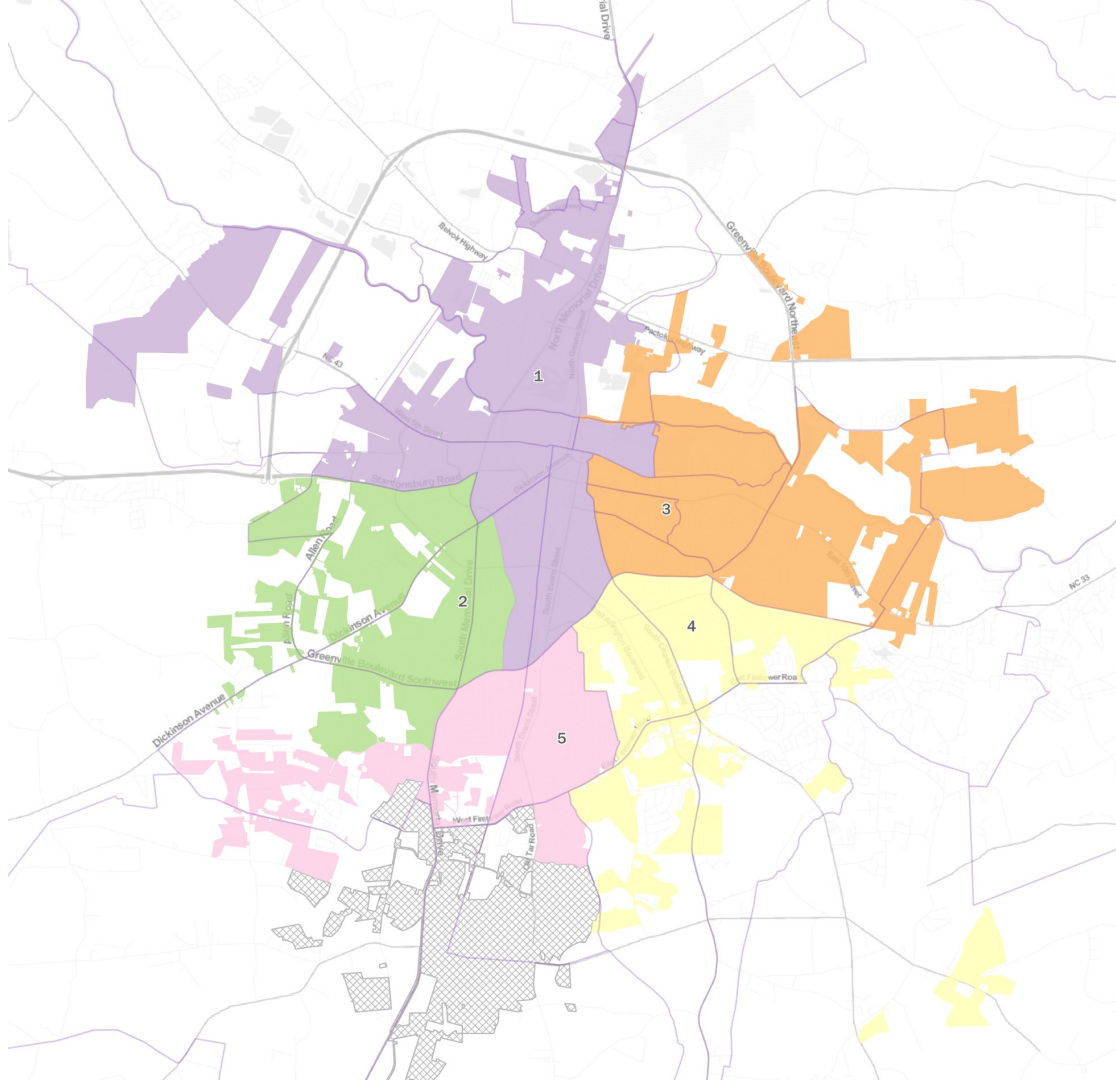




# Changed areas in Option B

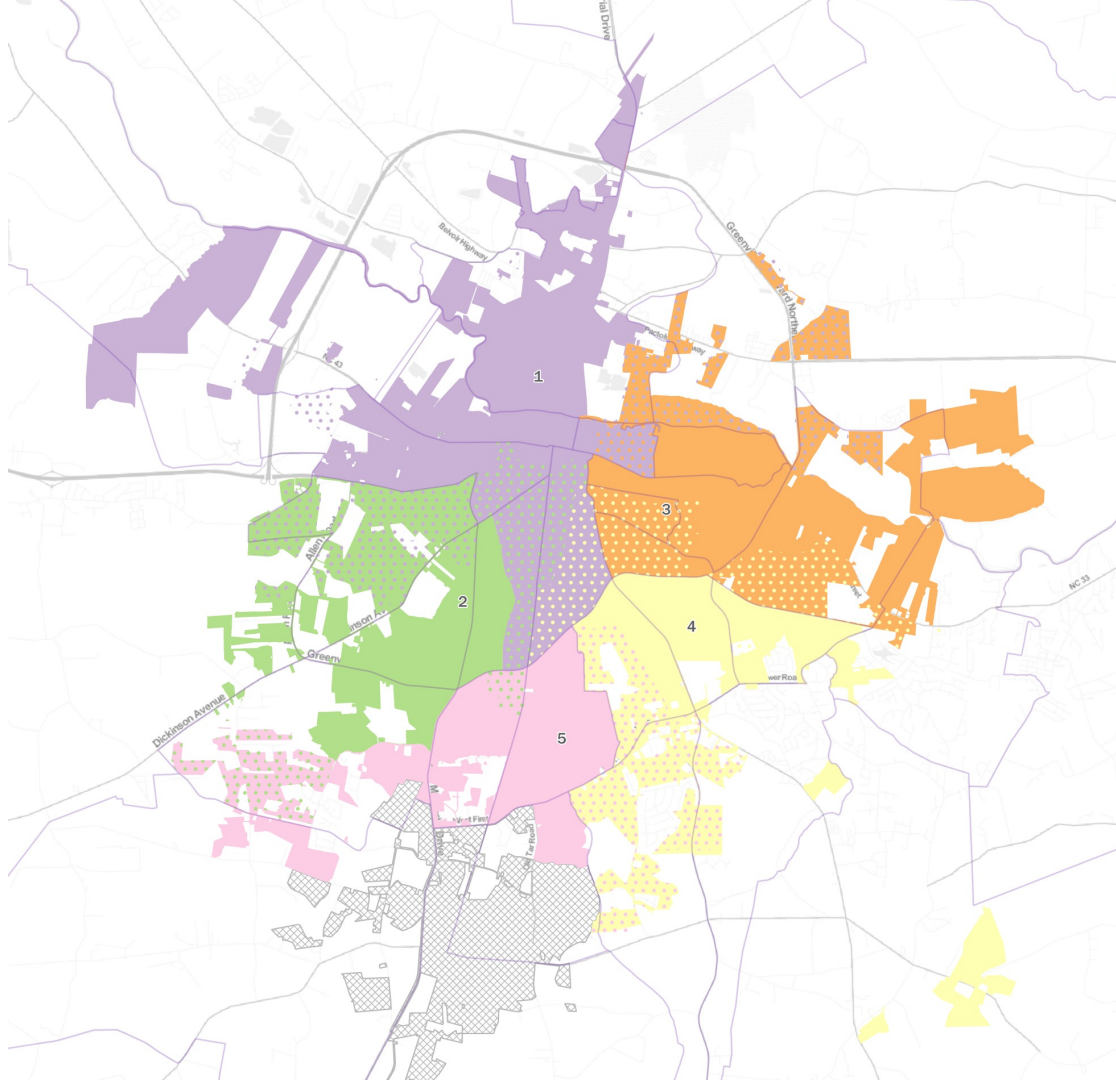
- Solids represent proposed district
- Dots represent existing district
- If no dots visible, the area is unchanged





# Option C

- Departs the most from existing district shapes
- Most compact, clean boundaries, geographic balance of population
- Considering future growth
- One interior precinct split, others just on periphery
- Three incumbents in district 1



# Changed areas in Option C

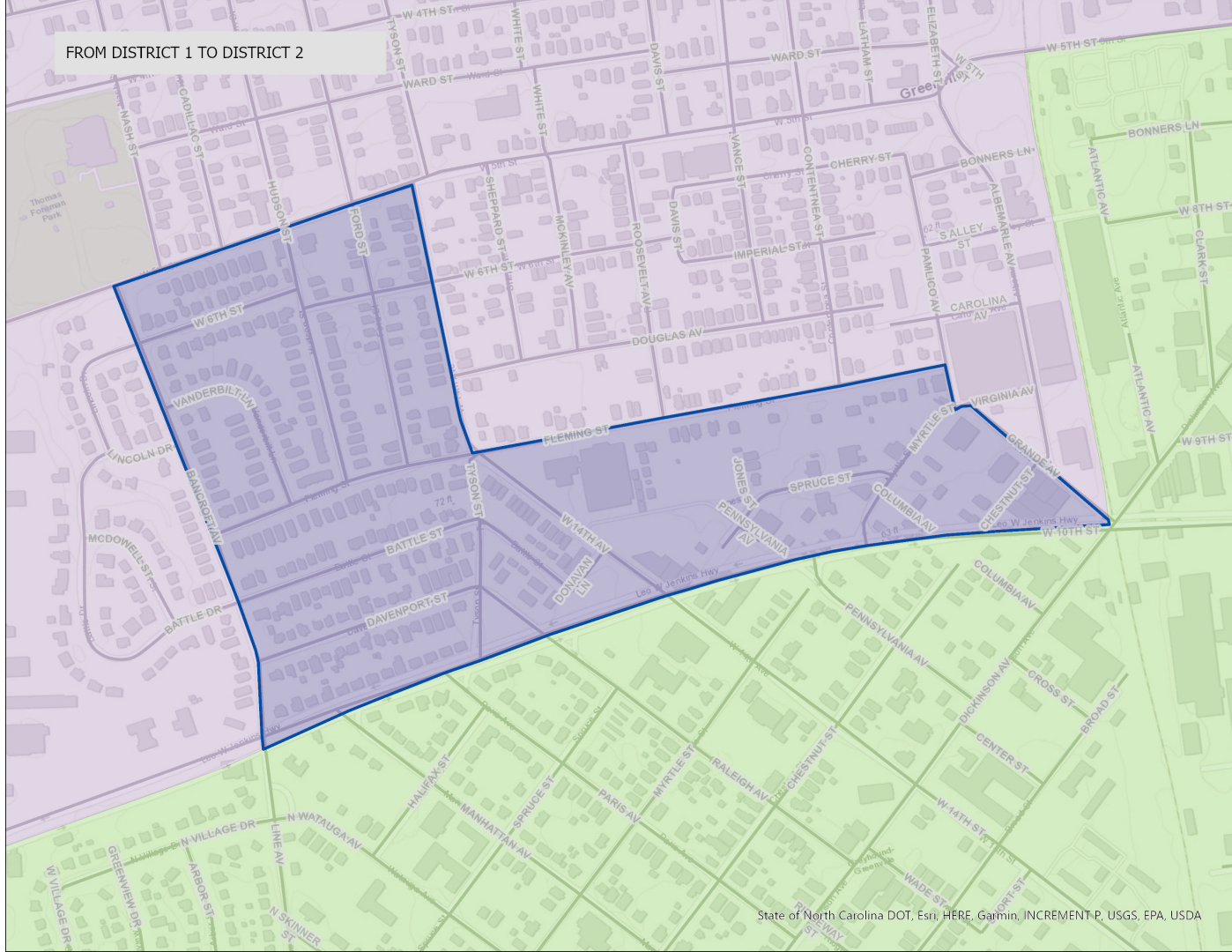
- Solids represent proposed district
- Dots represent existing district
- If no dots visible, the area is unchanged

# Statistics for draft City of Greenville redistricting plans, September 2021

Draft Plan	District	Population	Population Deviation	Percent Deviation	Total Population								
					% White	% Black or African American	% American Indian or Alaska Native	% Asian	% Native Hawaiian or Pacific Islander	% Other Race	% Multi-racial	% Hispanic or Latino	
OPTION A	1	18,174	670	3.83%	28.57%	59.84%	0.37%	2.54%	0.03%	3.80%	4.85%	6.17%	
	2	16,860	-644	-3.68%	30.77%	59.14%	0.29%	2.03%	0.07%	2.63%	5.08%	5.14%	
	3	17,869	365	2.09%	60.81%	28.25%	0.45%	1.59%	0.10%	3.43%	5.37%	6.07%	
	4	17,120	-384	-2.19%	61.16%	24.36%	0.43%	4.40%	0.05%	3.20%	6.41%	6.79%	
	5	17,498	-6	-0.03%	53.00%	35.04%	0.32%	3.29%	0.07%	2.55%	5.73%	4.81%	
OPTION B	1	17036	-468	-2.67%	26.84%	61.04%	0.38%	2.14%	0.04%	4.39%	5.17%	6.96%	
	2	16808	-696	-3.98%	32.16%	57.35%	0.28%	2.30%	0.08%	2.90%	4.93%	5.39%	
	3	18049	545	3.11%	62.93%	25.97%	0.53%	1.66%	0.06%	3.24%	5.61%	6.27%	
	4	17477	-27	-0.15%	64.10%	23.00%	0.31%	3.52%	0.06%	2.92%	6.09%	6.10%	
	5	18151	647	3.70%	46.56%	41.05%	0.36%	4.14%	0.07%	2.27%	5.55%	4.34%	
OPTION C	1	17507	3	0.02%	29.12%	60.46%	0.40%	1.66%	0.09%	3.46%	4.83%	5.99%	
	2	17118	-386	-2.21%	30.35%	58.35%	0.25%	2.53%	0.05%	3.35%	5.12%	5.78%	
	3	18049	545	3.11%	60.50%	27.85%	0.52%	1.87%	0.06%	3.57%	5.63%	6.71%	
	4	17409	-95	-0.54%	61.66%	24.94%	0.33%	4.04%	0.05%	2.94%	6.03%	5.95%	
	5	17438	-66	-0.38%	51.86%	35.88%	0.36%	3.73%	0.07%	2.33%	5.77%	4.54%	

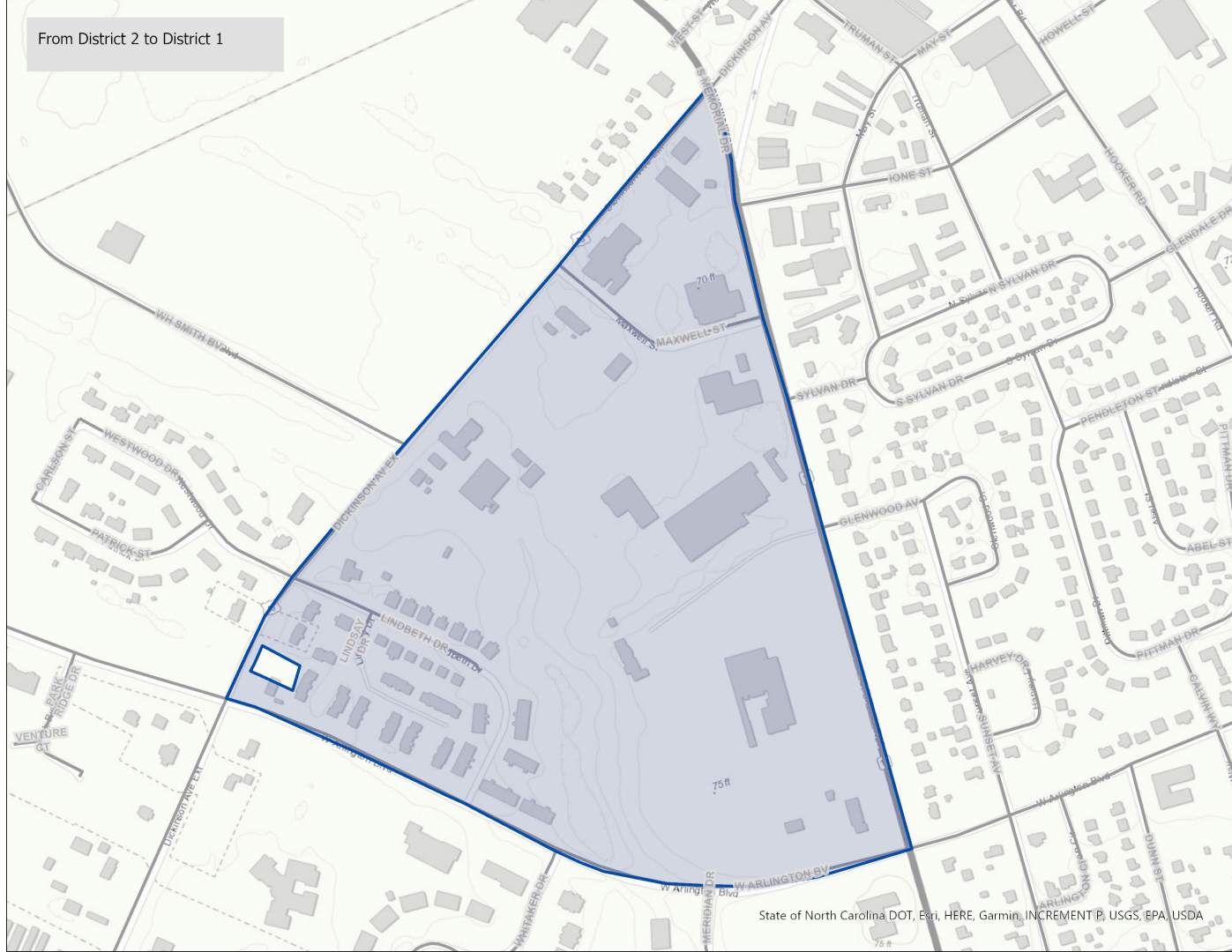
Statistics should be considered to be in draft form and subject to small changes due to pending addition of recently annexed areas and resolution of split census block ambiguities.

FROM DISTRICT 1 TO DISTRICT 2





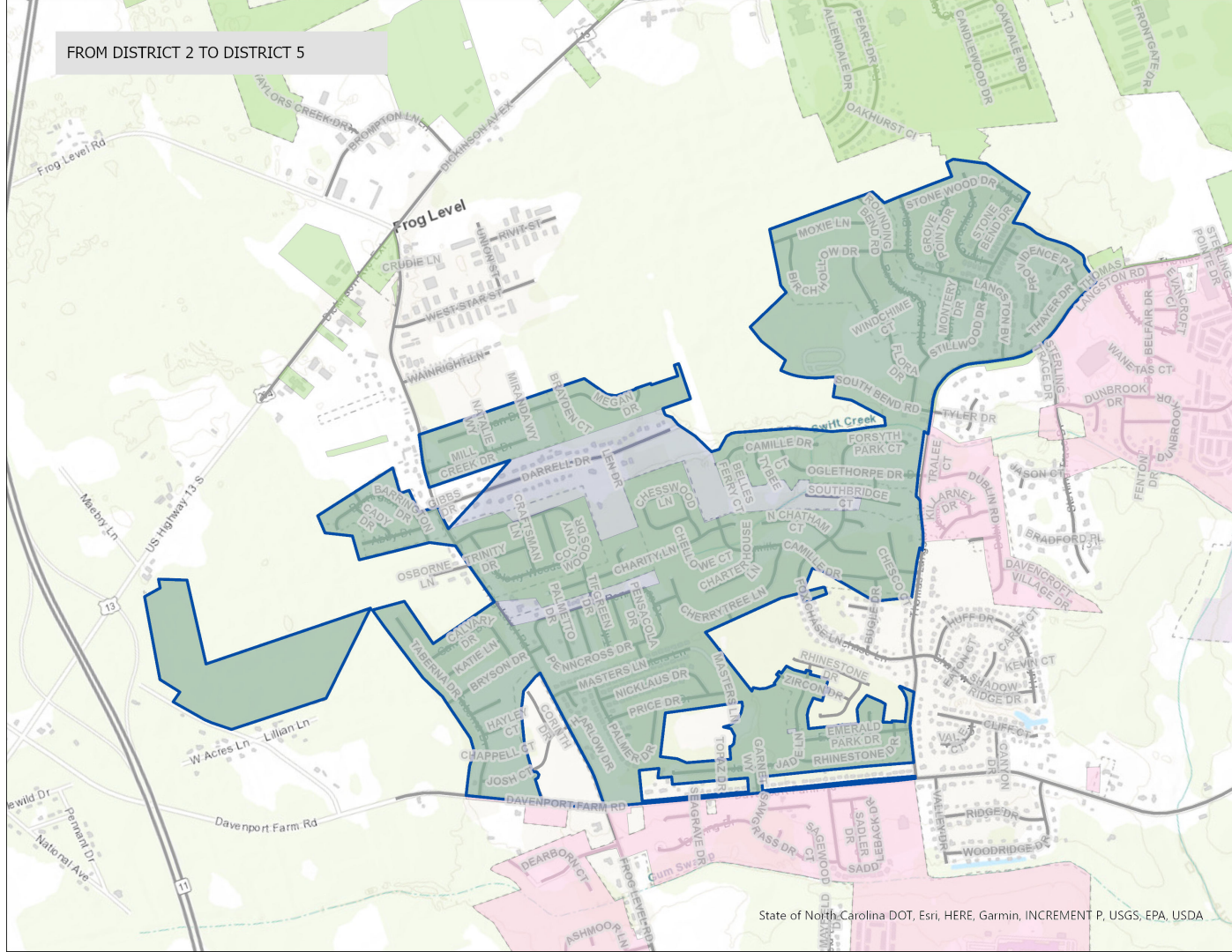
From District 2 to District 1







FROM DISTRICT 2 TO DISTRICT 5

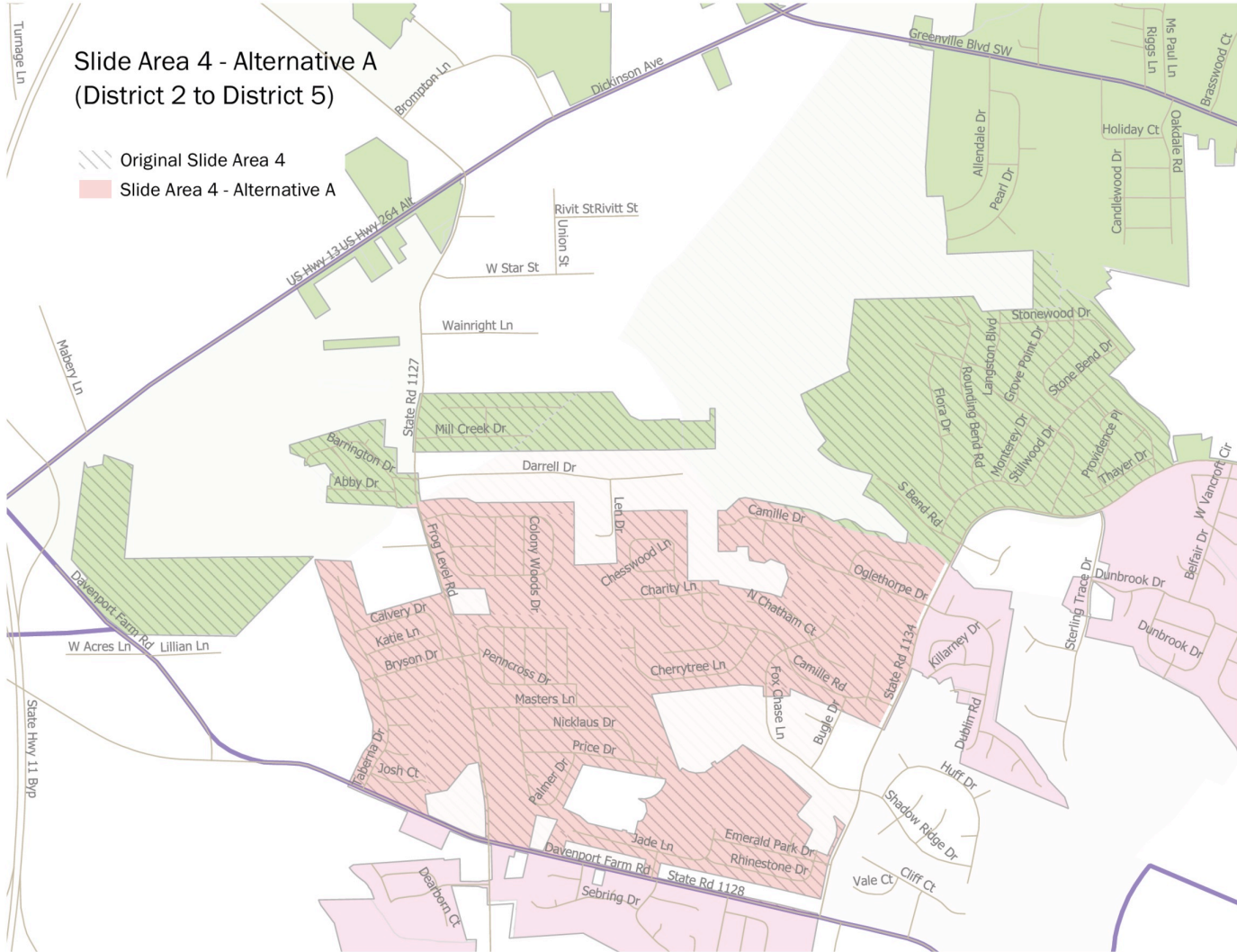


	#	Lock	Population	To Target	Dev%
0	Unassigned	<input type="checkbox"/>	0	17,552	-100.0%
1	1	<input checked="" type="checkbox"/>	17,041	511	-2.91%
2	2	<input type="checkbox"/>	15,493	2,059	-11.73%
3	3	<input checked="" type="checkbox"/>	18,049	-497	2.83%
4	4	<input checked="" type="checkbox"/>	17,589	-37	0.21%
5	5	<input type="checkbox"/>	19,586	-2,034	11.59%



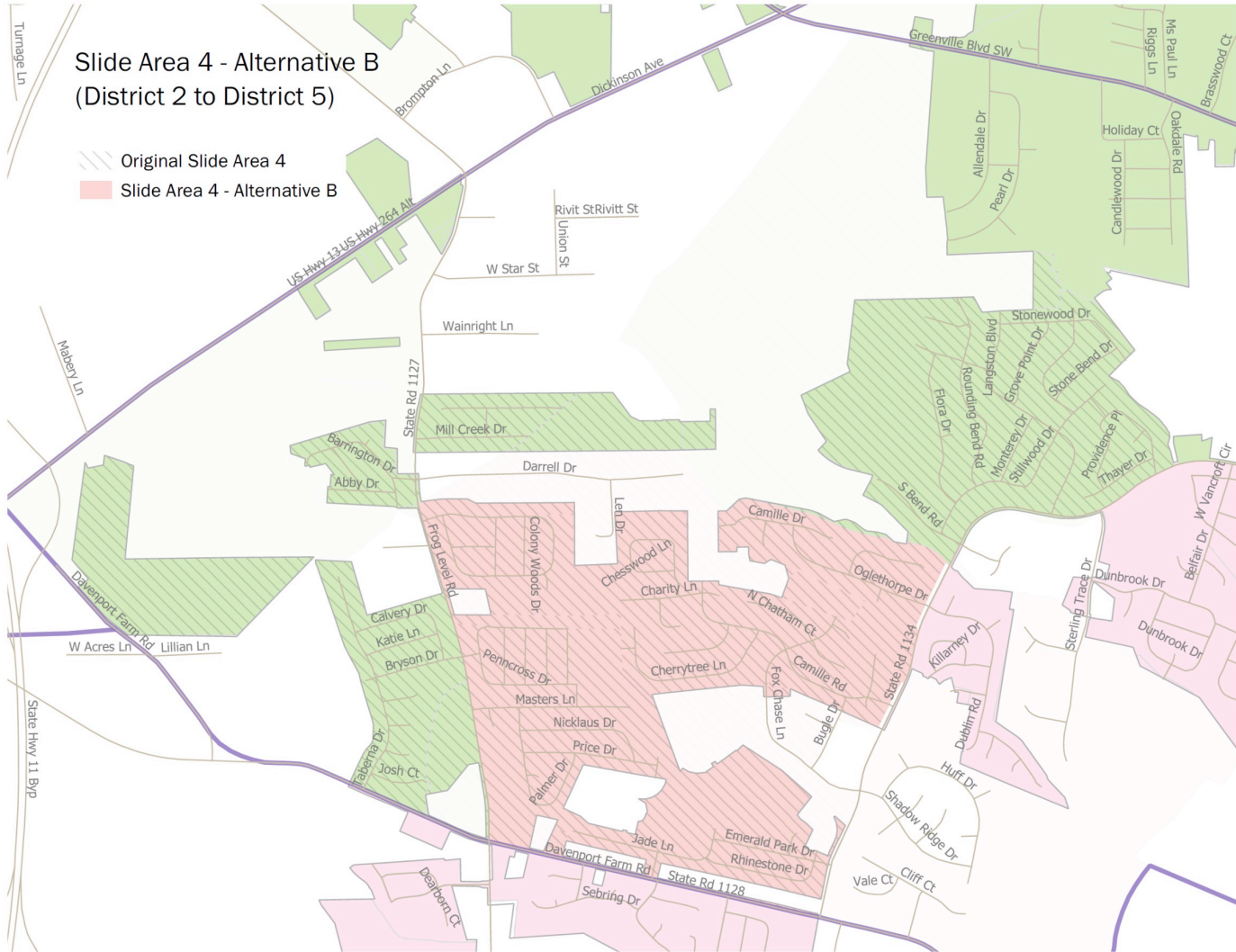
# Slide Area 4 - Alternative A (District 2 to District 5)

- Original Slide Area 4
- Slide Area 4 - Alternative A



# Slide Area 4 - Alternative B (District 2 to District 5)

- Original Slide Area 4
- Slide Area 4 - Alternative B



# Slide Area 4 - Alternative C (District 2 to District 5)

- Original Slide Area 4
- Slide Area 4 - Alternative C





# Statistics for modified City of Greenville redistricting draft plans, October 2021

Draft Plan	District	Population	Population Deviation	Percent Deviation	Total Population							
					% White	% Black or African American	% American Indian or Alaska Native	% Asian	% Native Hawaiian or Pacific Islander	% Other Race	% Multi-racial	% Hispanic or Latino
EXISTING	1	17146	-358	-2.05%	27.15%	60.63%	0.37%	2.13%	0.04%	4.43%	5.24%	6.98%
	2	20141	2637	15.07%	29.59%	60.32%	0.29%	2.07%	0.07%	2.82%	4.83%	5.08%
	3	14187	-3317	-18.95%	59.65%	29.13%	0.51%	1.57%	0.06%	3.26%	5.82%	6.53%
	4	14706	-2798	-15.98%	71.49%	16.88%	0.37%	2.71%	0.04%	2.92%	5.58%	5.81%
	5	21341	3837	21.92%	53.42%	32.97%	0.36%	4.74%	0.08%	2.44%	5.99%	5.03%
OPTION B	1	17106	-446	-2.54%	26.82%	61.10%	0.39%	2.13%	0.04%	4.38%	5.15%	6.93%
	2	16855	-697	-3.97%	32.22%	57.27%	0.28%	2.29%	0.08%	2.90%	4.96%	5.40%
	3	18049	497	2.83%	62.93%	25.97%	0.53%	1.66%	0.06%	3.24%	5.61%	6.27%
	4	17589	37	0.21%	63.98%	23.06%	0.31%	3.54%	0.06%	2.92%	6.12%	6.13%
	5	18159	607	3.46%	46.57%	41.04%	0.36%	4.14%	0.07%	2.27%	5.55%	4.33%
OPTION B1 (Slide Area 4, Alt. A)	1	17041	-511	-2.91%	27.13%	60.70%	0.38%	2.15%	0.04%	4.42%	5.18%	6.98%
	2	17021	-531	-3.03%	24.21%	65.69%	0.26%	2.18%	0.07%	2.86%	4.74%	5.18%
	5	18058	506	2.88%	53.90%	33.40%	0.39%	4.23%	0.08%	2.27%	5.73%	4.49%
OPTION B2 (Slide Area 4, Alt. B)	1	17041	-511	-2.91%	27.13%	60.70%	0.38%	2.15%	0.04%	4.42%	5.18%	6.98%
	2	17314	-238	-1.36%	24.89%	65.08%	0.25%	2.17%	0.08%	2.81%	4.72%	5.13%
	5	17765	213	1.21%	53.72%	33.46%	0.39%	4.27%	0.07%	2.31%	5.76%	4.53%
OPTION B3 (Slide Area 4, Alt. C)	1	17041	-511	-2.91%	27.13%	60.70%	0.38%	2.15%	0.04%	4.42%	5.18%	6.98%
	2	17446	-106	-0.60%	25.64%	64.68%	0.30%	1.90%	0.06%	2.72%	4.69%	4.92%
	5	17633	81	0.46%	53.20%	33.62%	0.35%	4.55%	0.09%	2.39%	5.80%	4.73%

# Discussion

Perhaps including use of [interactive map](#).

# City Council Workshop

October 27, 2021





# City of Greenville, North Carolina

Meeting Date: 11/08/2021

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**Title of Item:** Presentation on HB 890 Entitled An Act to Make Various Changes to Alcoholic Beverage Control Commission Laws

**Explanation:** Council Member Will Bell requested a presentation on HB 890. Session Law 2021-150; House Bill 890, approved on September 10, 2021, entitled An Act to Make Various Changes to the Alcoholic Beverage Control Commission Laws, is divided into 33 parts and is 28 pages long. Included in Session Law 2021-150 are Parts 20, 21, and 22.

Part 20 (Authorization of Social Districts) creates three new statutes, N.C.G.S. § 153A-145.9 and N.C.G.S. § 160A-205.4 which allows cities and counties to create by ordinance designated social districts in accordance with the third newly created statute N.C.G.S. § 18B-904.1 (Authorization and Regulation of Social Districts). Permittees and a social district are defined and the requirements for the designation of a social district are established.

N.C.G.S. § 18B-904.1 also defines the requirements for the sale of alcoholic beverages by a permittee and the requirements for the possession and consumption of alcoholic beverages within the social district. Finally, N.C.G.S. § 18B-904.1 notes that the ABC Commission may adopt rules to impose additional requirements.

Part 21 (Make Permanent the Expansion of Licensed Premises for Purposes of Outdoor Seating) creates two new statutes, N.C.G.S. § 153A-145.10 and N.C.G.S. § 160A-205.5, which allows cities and counties to create by ordinance an area that is not part of the permittee's licensed premises for outdoor possession and consumption of alcoholic beverages sold by the permittee in accordance with the third newly created subsection (h) (Extension of Licensed Premises) of existing N.C.G.S. § 18B-904 (Miscellaneous Provisions concerning Permits). These new changes allow cities and counties to create ordinances to allow on-premises consumption of alcoholic beverages for permittees in an area that is not part of the permittee's licensed premises for the outdoor possession and consumption of alcoholic beverages sold by the permittee.

Part 22 (Specify That ALE Authority to Inspect Premises Include Social Districts and Extended Areas) modifies N.C.G.S. § 18B-502(a) to allow ALE



agents, employees of the ABC Commission, and local ABC officers to have the authority to investigate the operation of each licensed premises including social districts authorized under N.C.G.S. § 18B-904.1 and extended areas authorized under N.C.G.S. § 18B-904(h). \*(See attachment entitled North Carolina's New Law on Social Districts, NCLM).

**Fiscal Note:**            There is no fiscal impact.

**Recommendation:**    That the City Council receive staff's report.

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# City of Greenville, North Carolina

**Meeting Date: 11/08/2021**

**Title of Item:** Budget Ordinance Amendment #4 to the 2021-22 City of Greenville Budget (Ordinance #21-035), Special Revenue Grant Fund (Ordinance #11-003), and Capital Projects Funds (Ordinance #17-024)

**Explanation:** Attached for consideration at the November 8, 2021 City Council meeting is an ordinance amending the 2021-22 City of Greenville Budget (Ordinance #21-035), Special Revenue Grant Fund (Ordinance #11-003), and Capital Projects Funds (Ordinance #17-024).

For ease of reference, a footnote has been added to each line item of the Budget Ordinance Amendment, which corresponds to the explanation below:

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	To recognize additional match required for the FY 22 MPO Transit Planning Grant.	General Fund Transit Fund	\$1,184
B	To recognize funding received for the JAG 2020 and JAG 2021 Grants.	General Fund	\$121,853
C	To reallocate revenue bond proceeds for the South Elm Street Culvert replacement.	Enterprise Capital Project Fund	-
D	To recognize program income received within the Housing Fund.	Housing Fund	\$89,194

**Fiscal Note:** The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2021-22 Original Budget</u>	<u>Amendment #4</u>	<u>2021-22 Budget per Amendment #4</u>
General	\$92,685,505	\$-	\$92,685,505
Debt Service	7,012,030	-	7,012,030

Public Transportation (Transit)	3,279,064	1,184	3,280,248
Fleet Maintenance	5,388,888	-	5,388,888
Sanitation	8,200,307	-	8,200,307
Stormwater	9,399,890	-	9,399,890
Housing	1,884,784	89,194	1,973,978
Health Insurance	14,258,648	-	14,258,648
Vehicle Replacement	7,258,784	-	7,258,784
Facilities Improvement	1,570,546	-	1,570,546
Special Revenue Grants	11,763,117	121,853	11,884,970
Enterprise Capital Projects	57,345,922	-	57,345,922

**Recommendation:** Approve Budget Ordinance Amendment #4 to the 2021-2022 City of Greenville Budget (Ordinance #21-035), Special Revenue Grant Fund (Ordinance #11-003), and Capital Projects Funds (Ordinance #17-024).

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ATTACHMENTS

 [BA\\_\\_4 Final.xlsx](#)

ORDINANCE NO. 21-  
CITY OF GREENVILLE, NORTH CAROLINA  
Ordinance (#4) Amending the 2021-22 Budget (Ordinance #21-035), Special Revenue Grant Fund (Ordinance #11-003  
and the Capital Projects Funds (Ordinance #17-024)

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #21-035 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

Budget Amendment #4				
	2021-22 Revised Budget	A.	Total Amend #4	2021-22 Budget per Amend #4
<b>ESTIMATED REVENUES</b>				
Property Tax	\$ 36,938,258	\$ -	\$ -	\$ 36,938,258
Sales Tax	22,913,854	-	-	22,913,854
Video Prog. & Telecom. Service Tax	783,083	-	-	783,083
Rental Vehicle Gross Receipts	170,995	-	-	170,995
Utilities Franchise Tax	6,700,000	-	-	6,700,000
Motor Vehicle Tax	1,734,556	-	-	1,734,556
Other Unrestricted Intergov't	877,968	-	-	877,968
Powell Bill	2,123,924	-	-	2,123,924
Restricted Intergov't Revenues	665,800	-	-	665,800
Licenses, Permits and Fees	4,595,521	-	-	4,595,521
Rescue Service Transport	3,200,000	-	-	3,200,000
Parking Violation Penalties, Leases,	150,000	-	-	150,000
Other Sales & Services	314,868	-	-	314,868
Other Revenues	757,162	-	-	757,162
Interest on Investments	744,389	-	-	744,389
Transfers In GUC	6,579,431	-	-	6,579,431
Appropriated Fund Balance	3,394,910	-	-	3,394,910
Transfer from Debt Service	40,786	-	-	40,786
<b>Total Revenues</b>	<b>\$ 92,685,505</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 92,685,505</b>
<b>APPROPRIATIONS</b>				
Mayor/City Council	\$ 506,207	\$ -	\$ -	\$ 506,207
City Manager	3,242,168	-	-	3,242,168
City Clerk	247,565	-	-	247,565
City Attorney	646,989	-	-	646,989
Human Resources	3,121,045	-	-	3,121,045
Information Technology	3,282,171	-	-	3,282,171
Engineering	4,901,989	-	-	4,901,989
Fire/Rescue	16,552,018	-	-	16,552,018
Financial Services	2,839,736	-	-	2,839,736
Recreation & Parks	7,430,946	-	-	7,430,946
Police	28,405,326	-	-	28,405,326
Public Works	7,120,120	(4,319)	(4,319)	7,115,801
Planning & Development	3,252,194	-	-	3,252,194
OPEB	600,000	-	-	600,000
Contingency	10,000	-	-	10,000
Indirect Cost Reimbursement	(1,950,887)	-	-	(1,950,887)
<b>Total Appropriations</b>	<b>\$ 80,207,587</b>	<b>\$ (4,319)</b>	<b>\$ (4,319)</b>	<b>\$ 80,203,268</b>
<b>OTHER FINANCING SOURCES</b>				
Transfers to Other Funds	\$ 12,477,918	\$ 4,319	\$ 4,319	\$ 12,482,237
Total Other Financing Sources	\$ 12,477,918	\$ 4,319	\$ 4,319	\$ 12,482,237
<b>Total Approp &amp; Other Fin Sources</b>	<b>\$ 92,685,505</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 92,685,505</b>

Section II: Estimated Revenues and Appropriations. Special Revenue Grant Fund, of Ordinance #11-003 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2021-22 Revised Budget	B.	Total Amend #4	2021-22 Budget per Amend #4
<b>ESTIMATED REVENUES</b>				
Special Fed/State/Loc Grant	\$ 8,742,775	\$ 121,853	\$ 121,853	\$ 8,864,628
CARES Act Funding	1,560,518	-	-	1,560,518
Transfer From General Fund	1,387,170	-	-	1,387,170
Transfer From Pre-1994 Entitlement	27,419	-	-	27,419
Transfer from Other Funds	45,235	-	-	45,235
<b>Total Revenues</b>	<b>\$ 11,763,117</b>	<b>\$ 121,853</b>	<b>121,853</b>	<b>\$ 11,884,970</b>
<b>APPROPRIATIONS</b>				
Personnel	\$ 2,253,228	\$ -	\$ -	\$ 2,253,228
Operating	5,477,292	121,853	121,853	5,599,145
Capital Outlay	2,006,385	-	-	2,006,385
Transfers	27,419	-	-	27,419
COVID-19	1,560,518	-	-	1,560,518
Rural Housing Recovery Grant	350,000	-	-	350,000
Environmental Enhancement Grant	88,275	-	-	88,275
<b>Total Appropriations</b>	<b>\$ 11,763,117</b>	<b>\$ 121,853</b>	<b>\$ 121,853</b>	<b>\$ 11,884,970</b>

Section III: Estimated Revenues and Appropriations. Enterprise Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2021-22 Revised Budget	C.	2021-22 Budget per Amend #4	2021-22 Budget per Amend #4
<b>ESTIMATED REVENUES</b>				
Spec Fed/State/Local Grants	\$ 195,490	\$ -	\$ -	\$ 195,490
State Revolving Loans	16,340,571	-	-	16,340,571
Bond Proceeds/Town Creek Culvert	26,199,712	-	-	26,199,712
Transfer from Other Funds	14,610,149	-	-	14,610,149
<b>Total Revenues</b>	<b>\$ 57,345,922</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 57,345,922</b>
<b>APPROPRIATIONS</b>				
Stormwater Drain Maint Improvement	\$ 1,281,000	\$ -	\$ -	\$ 1,281,000
Town Creek Culvert Project	35,503,387	-	-	35,503,387
Watershed Masterplan Project	20,561,535	(8,124,903)	(8,124,903)	12,436,632
South Elm Culvert Replacement	-	8,124,903	8,124,903	8,124,903
<b>Total Appropriations</b>	<b>\$ 57,345,922</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 57,345,922</b>

Section IV: Estimated Revenues and Appropriations. Transit Fund, of Ordinance #21-035 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2021-22 Revised Budget	A.	Total Amend #4	2021-22 Budget per Amend #4
<b>ESTIMATED REVENUES</b>				
Grant Income	\$ 2,976,444	\$ (3,135)	\$ (3,135)	\$ 2,973,309
Bus Fare Ticket Sales	287,670	-	-	287,670
Appropriated Fund Balance	14,950	-	-	14,950
Transfer from General Fund	-	4,319	4,319	4,319
<b>Total Revenues</b>	<b>\$ 3,279,064</b>	<b>\$ 1,184</b>	<b>\$ 1,184</b>	<b>\$ 3,280,248</b>
<b>APPROPRIATIONS</b>				
Public Transportation	\$ 3,279,064	\$ 1,184	\$ 1,184	\$ 3,280,248
<b>Total Appropriations</b>	<b>\$ 3,279,064</b>	<b>\$ 1,184</b>	<b>\$ 1,184</b>	<b>\$ 3,280,248</b>

Section V: Estimated Revenues and Appropriations. Housing Fund, of Ordinance #21-035 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2021-22 Original Budget	D.	Total Amend #4	2021-22 Budget per Amend #4
<b>ESTIMATED REVENUES</b>				
CDBG Grant Income	\$ 1,007,445	\$ -	\$ -	\$ 1,007,445
HOME Grant Income	548,644	-	-	548,644
Program Income	-	89,194	89,194	89,194
Transfer from General Fund	328,695	-	-	328,695
<b>Total Revenues</b>	<b>\$ 1,884,784</b>	<b>\$ 89,194</b>	<b>\$ 89,194</b>	<b>\$ 1,973,978</b>
<b>APPROPRIATIONS</b>				
Personnel	\$ 536,047	\$ -	\$ -	\$ 536,047
Operating	1,348,737	89,194	89,194	1,437,931
<b>Total Appropriations</b>	<b>\$ 1,884,784</b>	<b>\$ 89,194</b>	<b>\$ 89,194</b>	<b>\$ 1,973,978</b>

Section VI: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed:

Adopted this 8th day of November, 2021

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

ATTEST:

\_\_\_\_\_  
Valerie P. Shiuwegar, City Clerk