



Agenda

Greenville City Council

January 13, 2022

6:00 PM

City Hall Council Chambers, 200 West 5th Street

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

I. Call Meeting To Order

II. Invocation - Council Member Bell

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. Appointments

1. Appointments to Boards and Commissions

VIII. New Business

Public Hearings

2. Resolution to close a portion of Truman Street from the northern right-of-way of West Street to the southern right-of-way of CLNA Railroad
3. Resolution to close a portion of Line Avenue from the northern right-of-way of Dickinson Avenue to the southern right-of-way of CLNA Railroad
4. Ordinance to annex Cobblestone, Phase 2, Sections 2 and 3 involving 29.13 acres located at the current terminus of Cobblestone Drive
5. Ordinance to annex Craig F. Goess and Craig M. Goess property involving 1.577 acres located at the northwestern corner of the intersection of West Arlington Boulevard and Dickinson Avenue
6. Ordinance to annex Sawgrass Pointe Commercial Center involving 1.334 acres located near the southeastern corner of the intersection of Davenport Farm Road and Frog Level Road
7. Ordinance to annex Springshire Retirements, LLC property containing 17.296 acres located north of the intersection of NC Highway 43 N and Rock Springs Road
8. Ordinance requested by ABC Family, LLC to rezone a total of 23.5 acres located along the western right-of-way of Allen Road and adjacent to the Pitt County Landfill from RA20 (Residential-Agricultural) to CH (Heavy Commercial) for 3.825 acres and IU (Unoffensive Industry) for 19.675 acres
9. Ordinance requested by Aston Alexander Properties, LLC et al to rezone a total of 66.878 acres located along the western right-of-way of Allen Road and adjacent to the Pitt County Landfill from RA20 (Residential-Agricultural) to CH (Heavy Commercial) for 6.677 acres and IU (Unoffensive Industry) for 60.201 acres
10. Ordinance requested by Reggie Spain Housing, LLC to amend the Future Land Use and Character Map for 50 acres located along the northern right-of-way of Frog Level Road and adjacent to Teakwood Green Subdivision from commercial (C) and potential conservation/open space (PCOS) to residential, low-medium density (LMDR)
11. Ordinance requested by the Planning and Development Services Department to amend Title 9, Chapter 4 of the City Code to make miscellaneous changes to the Zoning Ordinance
12. Ordinance requested by Greenville ENC Alliance to amend Title 9, Chapter 4 of the City Code to establish "Modular data processing facility" and "data processing center" as two

separate uses, associated standards and zoning districts

13. Resolution Authorizing Appropriation and Expenditure of Funds for a Job Creation Grant and Entering into An Economic Development Agreement with Patheon Manufacturing Services LLC for Project Lucky

Other Items of Business

14. Results of the Financial Audit for Fiscal Year Ended June 30, 2021 Including Review of FY 2021-22 Unassigned Fund Balance
15. Resolution authorizing a lease agreement with American Legion Post 160 for the City-owned property and improvements known as the Lucille W. Gorham Intergenerational Center Chapel, located on tax parcel #73374, having an address of 1124 West Fifth Street, also referred to as Building 5
16. Updated Municipal Agreements with the North Carolina Department of Transportation for Dickinson Avenue Modernization Project No. U-5606 Betterments
17. Resolution approving the granting of easements to the North Carolina Department of Transportation for the Dickinson Avenue Modernization Project (U-5606)

IX. City Manager's Report

X. Comments from Mayor and City Council

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 01/13/2022

Title of Item: Appointments to Boards and Commissions

Explanation: City Council appointments need to be made to the Firefighters' Relief Fund Committee, Historic Preservation Committee, Housing Authority, Human Relations Council, Multimodal Transportation Commission, Police Community Relations Committee, and the Youth Council.

The City Council updated the Boards and Commission Policy on October 9, 2017 to include a provision for extended vacancies: Nominations for Extended Vacancies "In the event there is a vacancy on a City board or commissions which has been on the City Council agenda for appointment by City Council for more than three (3) calendar months in which a regular City Council meeting has been held, then any Council Member may make a nomination to fill the vacancy without regard to any other provision relating to who has the authority to make the nomination. If there is more than one nomination, the appointment shall be conducted in accordance with the procedure for nomination and elections in Robert's Rules of Order." Under this provision, the following seats are open to nominations from the City Council:

Sterling Edmonds - Housing Authority
Olive Barrett - Human Relations Council
James Cox - Human Relations Council
Montez Bishop - Human Relations Council
Deborah Sheppard - Human Relations Council
Mark Rasdorf - Human Relations Council
7 seats on the Youth Council

Fiscal Note: No direct fiscal impact.

Recommendation: Make appointments to the Firefighters' Relief Fund Committee, Historic Preservation Committee, Housing Authority, Human Relations Council, Multimodal Transportation Commission, Police Community Relations Committee, and the Youth Council.

ATTACHMENTS

 **January 2022 Appointments to Boards and Commissions.pdf**

Appointments to Boards and Commissions

January 2022

Firefighters Relief Fund Committee

Council Liaison: N/A

Name	District #	Current Term	Reappointment Status	Expiration Date
Eric Mullet	4	Second term	Eligible	January 2022

Historic Preservation Commission

Council Liaison: Council Member Monica Daniels

Name	District #	Current Term	Reappointment Status	Expiration Date
Kerry Carlin	1	Filling unexpired term	Eligible	January 2022
Jeremy Jordan	1	First term	Eligible	January 2022
Scott S. Wells	5	First term	Eligible	January 2022

Housing Authority

Council Liaison: Council Member Monica Daniels

Name	District #	Current Term	Reappointment Status	Expiration Date
Sterling Edmonds	4	Third term	Ineligible	May 2021

(Council Member Litchfield)

Human Relations Council

Council Liaison: Mayor Pro-Tem Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Olive Barrett	5	Second term	Ineligible	September 2021

James Cox	4	First term	Resigned	September 2021
Montez Bishop	5	First term	Resigned	September 2022
Deborah Sheppard	5	First term	Resigned	September 2023
Mark Rasdorf	4	First term	Resigned	September 2022

Multimodal Transportation Commission

Council Liaison: Council Member Monica Daniels

Name	District #	Current Term	Reappointment Status	Expiration Date
Dionne Evans	5	First term	Eligible	January 2022
Andrew Denton	3	First term	Eligible	January 2022

Police Community Relations Committee

Council Liaison: Council Member Will Bell

Name	District #	Current Term	Reappointment Status	Expiration Date
Robert Cherry Jr.	4	Filling unexpired term	Eligible	October 2021

(Council Member Rick Smiley)

Youth Council

Council Liaison: Mayor Pro-Tem Rose Glover

Name	Current Term	Reappointment Status	Expiration Date
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10 spots open

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

Applicants for Firefighters Relief Fund Committee

None.

Applicants for Historic Preservation Commission

None.

Applicants for Housing Authority

Gary L. Davis
921 Knoll Circle
Greenville, NC 27858

Application Date: 9/6/2021

Home Phone: (252) 916-3295

Business Phone:

Email: davisg13@outlook.com

District #: 4

Reginald Watson
211 Pin Oak Court
Greenville, NC 27834

Application 7/27/2020

Home Phone: (252) 355-3380

Business Phone: (252) 328-6684

Email: walston.tyrone@gmail.com

District #: 5

Applicants for Human Relations Council

Gary L. Davis
821 Knoll Circle
Greenville, NC 27858

Application 9/6/2021

Home Phone: (252) 916-3295

Business Phone:

Email: davisg13@outlook.com

District #: 4

Liz Liles
2113 Southview Dr.
Greenville, NC 27858

Application 7/18/2021

Home Phone: (252) 375-9712

Business Phone: (252) 295-7517

Email: liz@daughterofworth.org

District #: 4

Reginald Watson
211 Pin Oak Court
Greenville, NC 27834

Application 7/27/2020

Home Phone: (252) 355-3380

Business Phone: (252) 328-6684

Email: walston.tyrone@gmail.com

District #: 5

Rebecca Renee Houston
512 Westminster Circle
Greenville, NC 27858

Application 10/16/2019

Home Phone: (757) 880-7869

Business Phone:

Email: rebeccarwhouston@yahoo.com

District #: 4

Tyrone Walston
2706 Webb Street
Greenville, NC 27834

Application 12/10/2019

Home Phone: (252) 412-7351

Business Phone: (252) 752-6154

Email: walston.tyrone@gmail.com

District #: 2

Applicants for Multimodal Transportation Commission

None.

Applicants for Police Community Relations Committee

None.

Applicants for Youth Council

None.



City of Greenville, North Carolina

Meeting Date: 01/13/2022

Title of Item: Resolution to close a portion of Truman Street from the northern right-of-way of West Street to the southern right-of-way of CLNA Railroad

Explanation: Closure of the portion of Truman Street from the northern right-of-way of West Street to the southern right of way of CLNA Railroad has been requested by the adjoining property owners, Carawan Oil Company, Inc., Anne Balance May, Heirs, and Ward Holdings, LLC.

City Council adopted a Resolution of Intent to Close this portion of Line Avenue during its December 6, 2021, meeting and set the public hearing for the regularly scheduled City Council meeting on January 13, 2022.

Pursuant to the provisions of G.S. 160A-299, a notice of the public hearing was published once a week for four (4) successive weeks in The Daily Reflector, the notice of the public hearing was sent by certified mail to all owners of property adjacent to the street as shown on the Pitt County tax records, and a notice of the closing and public hearing has been prominently posted in two places along the street section to be closed.

The Planning and Zoning Commission gave a favorable recommendation to the petition for closure during its December 21, 2021, meeting.

Fiscal Note: There is no fiscal impact in closing this unopened/unimproved section of Truman Street.

Recommendation: Hold a public hearing on the question of whether or not the closing would be detrimental to the public interest or the property rights of any individual. If it appears to the satisfaction of City Council after the hearing that closing this street section is not contrary to the public interest and that no individual owning property in the vicinity of this street section in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to their property, City Council may adopt the Resolution to Close the portion of Truman Street.

ATTACHMENTS

- [Resolution_to_close_Truman_Street.pdf](#)
- [Z-2672_Truman_Street_Closing_2021-11-18_\(2\).pdf](#)

RESOLUTION NO. _____
AN ORDER OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH
CAROLINA TO CLOSE A PORTION OF TRUMAN STREET

WHEREAS, the City Council of the City of Greenville, at its December 6, 2021, meeting, adopted a resolution declaring its intent to close a portion Truman Street; and

WHEREAS, pursuant to the provisions of G.S. 160A-299, said resolution was published once a week for four (4) successive weeks in The Daily Reflector setting forth that a public hearing will be held during the City Council meeting on January 13, 2022, on the question of closing the said street section; and

WHEREAS, a copy of the resolution was sent by certified mail to all owners of the property adjoining said street section, as shown on the County tax records, and a notice of the closing and the public hearing was prominently posted in at least two (2) places along said street section; and

WHEREAS, a hearing was conducted on the 13th day of January, 2022, at which time all persons interested were afforded an opportunity to be heard on the question of whether or not the closing will be detrimental to the public interest or the property rights of any individual; and

WHEREAS, it appears to the satisfaction of the City Council of the City of Greenville, North Carolina, after conduction of said hearing, that the closing of said street section is not contrary to the public interest, and that no individual owning property in the vicinity of said street or in the subdivision in which the street is located would thereby be deprived of reasonable means of ingress and egress to their property;

IT IS NOW THEREFORE ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that, upon the effective date of this Order, the property described below be and the same is closed, and all right, title and interest that may be vested in the public to said area for street purposes is released in accordance with the provisions of G.S. 160A-299:

Location: Being that certain tract or parcel of land lying and being situate in the City of Greenville, Greenville Township, Pitt County, North Carolina and being that portion of the right of way of Truman Street from the northern right of way of West Street to the southern right of way of CLNA Railroad being more particularly described as follows:

Description: Beginning at an existing iron pipe (disturbed 1.5" outside diameter), marking the intersection of the northern right of way of West Street and eastern right of way of Truman Street, said point also being a common corner with the now or formerly Carawan Oil Company property recorded in Deed Book X-53 Page 789 of the Pitt County Registry and being located as, S 59°23'28" W - 9.61 feet from an existing iron pipe on the northern right of way of West Street and the eastern right of way of Truman Street; thence from the POINT OF BEGINNING with the northern right of way of West Street, S 59°23'28" W - 30.11 to an existing 1 inch pinch pipe, the intersection of the northern right of way of West Street and western right of way of Truman Street; thence with the western right of way of Truman Street, the now or formerly Ward Holdings, LLC, property recorded in Deed Book 4200 Page 828 of the Pitt County Registry, and the eastern line of the now or formerly Anne Balance May Heirs property referenced in Estate File 2019-545 and recorded in Deed Book 3106 Page 183 of the Pitt County Registry, N 35°27'41" W - 228.06 to an existing iron pipe (1 inch outside diameter), witnessed by a piece of vertical railroad track, said corner marking the intersection of the western right of way of Truman Street with the southern right of way of CLNA Railroad (formerly Norfolk Southern Railroad) and also being the northeast corner of the aforementioned Anne Balance May Heirs property; thence with the southern right of way of CLNA Railroad, N83°08'16" E - 34.17 to a point marking the intersection of eastern right of way of Truman Street with the southern right of way of CLNA Railroad (formerly Norfolk Southern Railroad); thence with the eastern right of way of Truman Street, the western line of the aforementioned Carawan Oil Company property, S35°27'41" E - 214.25 feet to the POINT OF BEGINNING; having an area of 0.15 acres more or less and being that portion of Truman Street shown on a Street Closing Map for A Portion of Truman Street, Rivers and Associates, Inc. drawing Z-2672, dated November 16, 2021, and incorporated herein by reference.

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that the City of Greenville does hereby reserve its right, title, and interest in any utility improvement or easement within the street section closed pursuant to this order. Such reservation also extends, in accordance with the provisions of G.S. 160A-299(f), to utility improvements or easements owned by private utilities which at the time of the closing have a utility agreement or franchise with the City of Greenville.

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that, upon the effective date of this Order, the Mayor and City Clerk are authorized to execute quit-claim deeds or other legal documents to prove vesting of any right, title or interest to those persons owning lots or parcels adjacent to the street in accordance with G.S. 160A-299(c), provided all costs shall be paid by any adjoining landowner requesting such action, all documents must be approved by the City Attorney and all documents, when appropriate, must reserve to the City any easements retained by the City. The intent of this paragraph is to authorize the execution of quit-claim deeds when requested by adjacent property owners; however, none are required and this paragraph is not intended to alter the vesting of title by operation of law as established by G.S. 160A-299(c).

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that a copy of this Order shall be filed in the Office of the Register of Deeds of Pitt County after the effective date of this Order.

ADOPTED this the 13th day of January, 2022.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

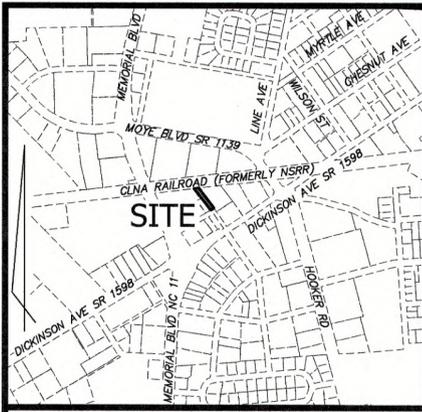
NORTH CAROLINA
PITT COUNTY

I, _____, 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 13th day of January, 2022.

Notary Public

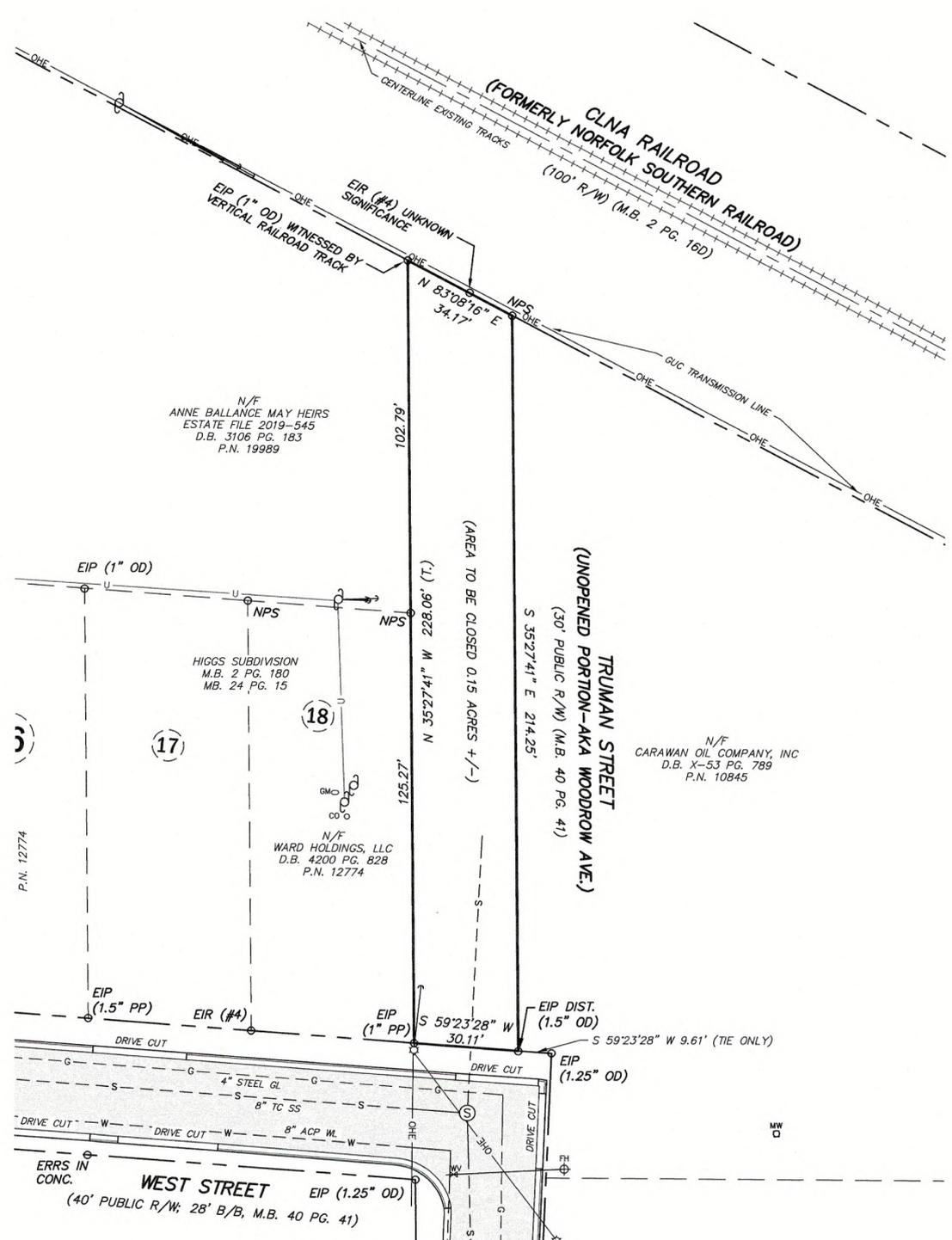
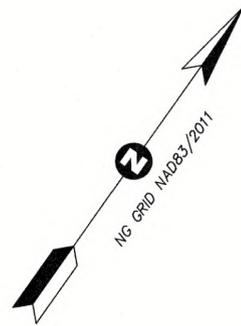
My Commission Expires: _____



VICINITY MAP
SCALE: 1" = 1000'

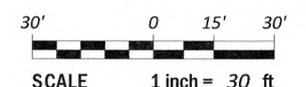
LEGEND

	STREET CLOSING BOUNDARY
	RIGHT OF WAY (R/W)
	PITT COUNTY GIS PARCEL LINES
	WATER LINE - WL (GUC INFORMATION)
	SANITARY SEWER LINE - SS (GUC INFORMATION)
	OVERHEAD ELECTRIC LINE
	GAS LINE - GL (GUC INFORMATION)
	OVERHEAD UTILITY
	RAILROAD TRACK
	UTILITY POLE
	LIGHT POLE
	POLE ANCHOR
	GAS METER
	FIRE HYDRANT
	WATER VALVE
	CLEAN OUT
	MONITORING WELL (ABANDONED)
	SANITARY SEWER MANHOLE
	EXISTING IRON PIPE
	EXISTING IRON ROD
	NO POINT SET
	REBAR SIZE NUMBER
	OUTSIDE DIAMETER
	PINCHED TOP PIPE
	ALSO KNOWN AS
	ASBESTOS CEMENT PIPE
	TERRACOTTA
	CONCRETE
	PARCEL NUMBER
	DEED BOOK
	MAP BOOK
	PAGE
	CONCRETE
	BACK TO BACK (CURB)
	PLATTED LOT NUMBER
	ASPHALT



NOTES:

- ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
- NO POINTS SET UNLESS OTHERWISE INDICATED.
- THIS PROPERTY IS LOCATED WITHIN A MINIMAL FLOOD RISK AREA, "ZONE X" (AREAS OUTSIDE THE 0.02% ANNUAL CHANCE FLOOD), AS DETERMINED FROM FIRM MAP NUMBER 3720467700K PANEL 4677, EFFECTIVE JULY 7, 2014.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT REPORT. RIVERS AND ASSOCIATES DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THIS PROPERTY ARE SHOWN HEREON.
- PROPERTY SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
- UNDERGROUND UTILITIES PLOTTED IN PART FROM ACTUAL FIELD LOCATION OF MARKINGS PAINTED BY NC811 AND IN PART FROM MAPS PROVIDED BY OTHERS AS NOTED. ACTUAL LOCATIONS MAY VARY. OTHER UTILITIES MAY EXIST. SURVEYOR CANNOT PROVIDE ACCURACY OF NC811 MARKINGS. CONTRACTOR SHOULD CONTACT NC811 AT 1-800-632-4949 TO HAVE UNDERGROUND UTILITIES LOCATED PRIOR TO EXCAVATING OR TRENCHING. REFERENCE NC811 TICKETS: A213020568. NOTHING MARKED BY NC811.
- THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN ARE COMPRISED OF ALL SUCH UTILITIES IN THE AREA OF SURVEY EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR DOES HEREBY CERTIFY THAT ALL UTILITIES ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY UNCOVERED AND LOCATED ANY UNDERGROUND UTILITIES.
- 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.



MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GREENVILLE HAS PASSED A RESOLUTION TO CLOSE A PORTION OF TRUMAN STREET.

RESOLUTION NO. _____

SIGNED _____ MAYOR

SIGNED _____ CITY CLERK

REVISIONS:

REFERENCES:

- P.N. 12774
- P.N. 10845
- P.N. 12989
- D.B. 4200 PG. 828
- D.B. 824 PG. 431
- D.B. X-53 PG. 789
- D.B. 3106 PG. 183
- M.B. 2 PG. 16D
- M.B. 2 PG. 180
- M.B. 24 PG. 15
- M.B. 40 PG. 41
- ESTATE FILE 2019-545
- ESTATE FILE 2016-314
- RIVERS DRAWING Z-1631

STATE OF NORTH CAROLINA
COUNTY OF PITT

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

REVIEW OFFICER
DATE _____

SOURCE OF TITLE

THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS: (AS NOTED ABOVE)

PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. L-4262

NORTH CAROLINA, PITT COUNTY

I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY RB/JP ON 9/2/2021-9/22/2021; THAT THE RATIO OF PRECISION IS 1:10,000+; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f) (11) THAT THIS SURVEY IS OF ANOTHER CATEGORY, BEING A SURVEY FOR A STREET CLOSING. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 16TH DAY OF NOVEMBER, 2021.

PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER L-4262

Professional Land Surveyor Seal for Patrick W. Hartman, L-4262, dated 11/16/2021.

Rivers & Associates, Inc.
riversandassociates.com Since 1918

107 East Second Street
Greenville, NC 27858
(252) 752-4135

STREET CLOSING MAP FOR
A PORTION OF TRUMAN STREET
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT CO., N.C.

SCALE 1" = 30'
DRAWING NO. Z-2672
SHEET 1 OF 1

Scanned 11/18/2021

P:\LandDev\Ward-SOTRUCT-Dickinson-20210803\SURVEY_DWG\Z-2671_Line Ave Street Closing.dwg, 2/26/21, HARTMAN, 18-Nov-21 @ 3:05:44 PM



City of Greenville, North Carolina

Meeting Date: 01/13/2022

-
- Title of Item:** Resolution to close a portion of Line Avenue from the northern right-of-way of Dickinson Avenue to the southern right-of-way of CLNA Railroad
- Explanation:** Closure of the portion of Line Avenue from the northern right-of-way of Dickinson Avenue to the southern right-of-way of CLNA Railroad has been requested by the adjoining property owner, Carawan Oil Company, Inc. The City of Greenville is also an adjoining property owner.
- City Council adopted a Resolution of Intent to Close a portion this portion of Line Avenue during its December 6, 2021, meeting and set the public hearing for the regularly scheduled City Council meeting on January 13, 2022.
- Pursuant to the provisions of G.S. 160A-299, a notice of the public hearing was published once a week for four (4) successive weeks in The Daily Reflector, the notice of the public hearing was sent by certified mail to all owners of property adjacent to the street as shown on the Pitt County tax records, and a notice of the closing and public hearing has been prominently posted in two places along the street section to be closed.
- The Planning and Zoning Commission gave a favorable recommendation to the petition for closure during its December 21, 2021, meeting.
- Fiscal Note:** There is no fiscal impact in closing this unopened/unimproved section of Line Avenue.
- Recommendation:** Hold a public hearing on the question of whether or not the closing would be detrimental to the public interest or the property rights of any individual. If it appears to the satisfaction of City Council after the hearing that closing this street section is not contrary to the public interest and that no individual owning property in the vicinity of this street section in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to their property, City Council may adopt the Resolution to Close a portion of Line Avenue.

ATTACHMENTS

- [📄 Resolution_to_close_Line_Ave.pdf](#)
- [📄 Z-2671_Line_Avenue_Street_Closing_2021-11-18_\(2\).PDF](#)

RESOLUTION NO. _____
**AN ORDER OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH
CAROLINA TO CLOSE A PORTION OF LINE AVENUE**

WHEREAS, the City Council of the City of Greenville, at its December 6, 2021, meeting, adopted a resolution declaring its intent to close a portion Line Avenue; and

WHEREAS, pursuant to the provisions of G.S. 160A-299, said resolution was published once a week for four (4) successive weeks in The Daily Reflector setting forth that a public hearing will be held during the City Council meeting on January 13, 2022, on the question of closing said the street section; and

WHEREAS, a copy of the resolution was sent by certified mail to all owners of the property adjoining said street section, as shown on the County tax records, and a notice of the closing and the public hearing was prominently posted in at least two (2) places along said street section; and

WHEREAS, a hearing was conducted on the 13th day of January, 2022, at which time all persons interested were afforded an opportunity to be heard on the question of whether or not the closing will be detrimental to the public interest or the property rights of any individual; and

WHEREAS, it appears to the satisfaction of the City Council of the City of Greenville, North Carolina, after conduction of said hearing, that the closing of said street section is not contrary to the public interest, and that no individual owning property in the vicinity of said street or in the subdivision in which the street is located would thereby be deprived of reasonable means of ingress and egress to their property;

IT IS NOW THEREFORE ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that, upon the effective date of this Order, the property described below be and the same is closed, and all right, title and interest that may be vested in the public to said area for street purposes is released in accordance with the provisions of G.S. 160A-299:

Location: Being that certain tract or parcel of land lying and being situate in the City of Greenville, Greenville Township, Pitt County, North Carolina and being that portion of the right of way of Line Avenue from the northern right of way of Dickinson Avenue to the southern right of way of CLNA Railroad being more particularly described as follows:

Description: Beginning at an existing right of way disc marking the intersection of the northern right of way of Dickinson Avenue (SR 1598) and eastern right of way of Line Avenue, with said point also being the southwestern corner of the now or formerly City of Greenville property recorded in Deed Book 1247, Page 164, of the Pitt County Registry and being located as $S10^{\circ}28'24''W$ - 53.59 feet from an existing right of way disc on the western right of way of Moye Boulevard; thence from the POINT OF BEGINNING and running with the northern right of way of Dickinson Avenue (SR 1587), $S55^{\circ}05'25''W$ - 50.65 feet to a point, the intersection of the northern right of way of Dickinson Avenue (SR 1598) and western right of way of Line Avenue, thence with running with the western right of way of Line Avenue and the now or formerly Carawan Oil Company property, recorded in Deed Book M-44, Page 553, of the Pitt County Registry, $N 26^{\circ}09'34'' W$ - 145.65 feet to an existing iron rod (disturbed #4 rebar), a common corner of Carawan Oil Company property and the 20' Alley dedicated by Deed Book M-16 Page 417, Map Book 2 Page 182, Deed Book M-44 Page 553 of the Pitt County Registry; thence continuing along the western right of way of Line Avenue and the eastern line of said Alley, $N 26^{\circ}09'34'' W$ - 21.19 feet to an existing iron rod (#4 rebar), said point marking the intersection of western right of way of Line Avenue and the southern right of way of CLNA Railroad (formerly Norfolk Southern Railroad); thence with the southern right of way of CLNA Railroad, $N 83^{\circ}08'16'' E$ - 53.04 feet to a point marking the intersection of the eastern right of way of Line Avenue with and the southern right of way the CLNA Railroad and being the northwest corner of the City of Greenville property recorded in Deed Book 1247 Page 164; thence with the eastern right of way of Line Avenue, the western line of the aforementioned City of Greenville property, $S 26^{\circ}09'34'' E$ - 141.60 feet to the POINT OF BEGINNING; having an area of 0.18 acres more or less and being that portion of Line Avenue shown on a Street Closing Map for A Portion of Line Avenue, Rivers and Associates, Inc. drawing Z-2671, dated October 25, 2021, and incorporated herein by reference.

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that the City of Greenville does hereby reserve its right, title, and interest in any utility improvement or easement within the street section closed pursuant to this order. Such reservation also extends, in accordance with the provisions of G.S. 160A-299(f), to utility improvements or easements owned by private utilities which at the time of the closing have a utility agreement or franchise with the City of Greenville.

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that, upon the effective date of this Order, the Mayor and City Clerk are authorized to execute quit-claim deeds or other legal documents to prove vesting of any right, title or interest to those persons owning lots or parcels adjacent to the street in accordance with G.S. 160A-299(c), provided all costs shall be paid by any adjoining landowner requesting such action, all documents must be approved by the City Attorney and all documents, when appropriate, must reserve to the City any easements retained by the City. The intent of this paragraph is to authorize the execution of quit-claim deeds when requested by adjacent property owners; however, none are required and this paragraph is not intended to alter the vesting of title by operation of law as established by G.S. 160A-299(c).

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that a copy of this Order shall be filed in the Office of the Register of Deeds of Pitt County after the effective date of this Order.

ADOPTED this the 13th day of January, 2022.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

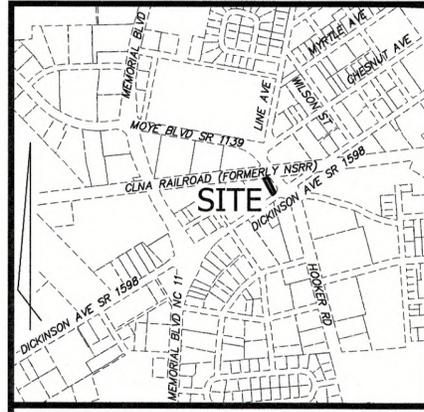
NORTH CAROLINA
PITT COUNTY

I, _____, 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 13th day of January, 2021.

Notary Public

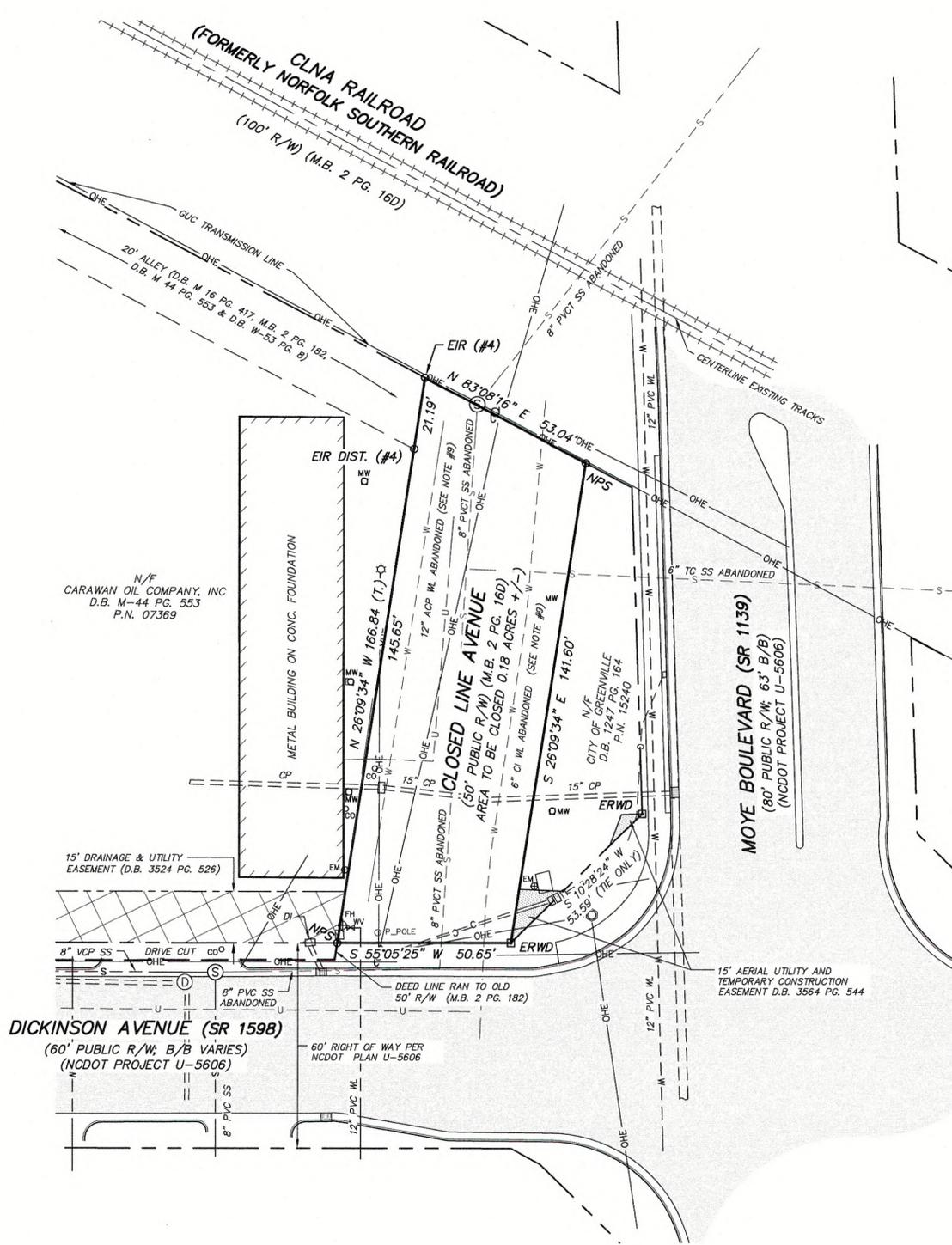
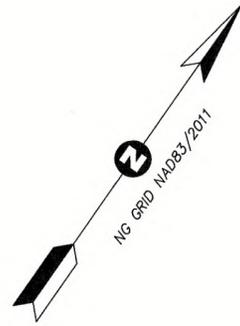
My Commission Expires: _____



VICINITY MAP
SCALE: 1" = 1000'

LEGEND

- STREET CLOSING BOUNDARY
- - - RIGHT OF WAY (R/W)
- - - PITT COUNTY GIS PARCEL LINES
- - - WATER LINE
- - - ABANDONED WATER LINE
- - - SANITARY SEWER LINE
- - - ABANDONED SANITARY SEWER LINE
- - - OVERHEAD ELECTRIC LINE
- - - UNKNOWN UTILITY INDICATED ON PLAN U-5606
- - - UNDERGROUND COMMUNICATION LINE
- - - EASEMENT
- - - STORM DRAINAGE PIPE
- - - BUILDING
- - - RAILROAD TRACK
- - - ELECTRIC METER
- ⊙ UTILITY POLE
- ⊙ LIGHT POLE
- ⊙ PROPOSED POLE LOCATION
- ⊙ TRAFFIC SIGNAL POLE
- ⊙ FIRE HYDRANT
- ⊙ WATER VALVE
- ⊙ CLEAN OUT
- ⊙ MONITORING WELL (ABANDONED)
- ⊙ NO POINT SET
- ⊙ EXISTING IRON ROD
- ⊙ REBAR SIZE NUMBER
- ⊙ EXISTING RIGHT OF WAY DISC
- ⊙ SANITARY SEWER MANHOLE
- ⊙ STORM SEWER MANHOLE
- ⊙ CATCH BASIN
- ⊙ DRAINAGE INLET
- ⊙ NOW OR FORMERLY
- ⊙ PARCEL NUMBER
- ⊙ DEED BOOK
- ⊙ MAP BOOK
- ⊙ PAGE
- ⊙ CONCRETE
- ⊙ BACK TO BACK (CURB)
- ▨ ASPHALT
- ▨ 15' DRAINAGE & UTILITY EASEMENT (D.B. 3524 PG. 526)
- ▨ 15' AERIAL UTILITY EASEMENT (D.B. 3564 PG. 544)



NOTES:

1. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
2. NO POINTS SET UNLESS OTHERWISE INDICATED.
3. THIS PROPERTY IS LOCATED WITHIN A MINIMAL FLOOD RISK AREA, "ZONE X" (AREAS OUTSIDE THE 0.02% ANNUAL CHANCE FLOOD), AS DETERMINED FROM FIRM MAP NUMBER 3720467700K PANEL 4677, EFFECTIVE JULY 7, 2014.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT REPORT. RIVERS AND ASSOCIATES DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THIS PROPERTY ARE SHOWN HEREON.
5. PROPERTY SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
6. UNDERGROUND UTILITIES PLOTTED IN PART FROM ACTUAL FIELD LOCATION OF MARKINGS PAINTED BY NC811 AND IN PART FROM MAPS PROVIDED BY OTHERS AS NOTED. ACTUAL LOCATIONS MAY VARY. OTHER UTILITIES MAY EXIST. SURVEYOR CANNOT PROVIDE ACCURACY OF NC811 MARKINGS. CONTRACTOR SHOULD CONTACT NC811 AT 1-800-632-4949 TO HAVE UNDERGROUND UTILITIES LOCATED PRIOR TO EXCAVATING OR TRENCHING. REFERENCE NC811 TICKETS: A212993910. NOTHING MARKED BY NC811
7. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN ARE COMPRISED OF ALL SUCH UTILITIES IN THE AREA OF SURVEY EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR DOES HEREBY CERTIFY THAT ALL UTILITIES ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY UNCOVERED AND LOCATED ANY UNDERGROUND UTILITIES.
8. 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 ENCR OACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
9. ACCORDING TO RIVERS DRAWING W-2463 (MOYE-HOOKER CONNECTOR); THESE WATER LINES WERE TO BE ABANDONED IN PLACE AFTER RELOCATION OF WATER LINE CONNECTIONS AND CONSTRUCTION OF MOYE BOULEVARD.



MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GREENVILLE HAS PASSED A RESOLUTION TO CLOSE A PORTION OF LINE AVENUE.

RESOLUTION NO. _____

SIGNED _____ MAYOR

SIGNED _____ CITY CLERK

REFERENCES:

- P.N. 07369
- P.N. 15240
- D.B. M 44 PG. 553
- D.B. 1247 PG. 164
- D.B. W 53 PG. 8
- M.B. 2 PG. 16D
- M.B. 2 PG. 182
- M.B. 24 PG. 15
- D.B. 3564 PG. 544
- D.B. 3524 PG. 526
- NC DOT PROJECT PLAN U-5606
- RIVERS DRAWING Z-1631
- RIVERS DRAWING W-2463

STATE OF NORTH CAROLINA
COUNTY OF PITT

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

REVIEW OFFICER
DATE _____

SOURCE OF TITLE

THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS: (AS NOTED ABOVE)

PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. L-4262

REVISIONS:

NORTH CAROLINA, PITT COUNTY

I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY RB/JP ON 9/2/2021-9/22/2021; THAT THE RATIO OF PRECISION IS 1:10,000+; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f) (11) THAT THIS SURVEY IS OF ANOTHER CATEGORY, BEING A SURVEY FOR A STREET CLOSING. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 25TH DAY OF OCTOBER, 2021.

PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER L-4262

Professional Land Surveyor Seal for Patrick W. Hartman, Registration No. L-4262, State of North Carolina. The seal is circular with the text 'NORTH CAROLINA PROFESSIONAL LAND SURVEYOR' around the perimeter and 'PATRICK W. HARTMAN L-4262' in the center.

DATE 10/25/2021

SURVEY RB/JP DRAFT PH/MS
DESIGN CHECK PWH

NC License: F-0334

Rivers & ASSOCIATES, INC.
riversandassociates.com Since 1918

Engineers
Planners
Surveyors
Landscape Architects
107 East Second Street
Greenville, NC 27858
(252) 752-4135

STREET CLOSING MAP FOR
A PORTION OF LINE AVENUE
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT CO., N.C.

SCALE 1" = 30'
DRAWING NO. Z-2671
SHEET 1 OF 1

Scanned 11/18/2021

P:\LandDev\Ward-SO\TRACT-Memorial-Dickinson-20210930\SURVEY_DWG\Z-2671_HARTMAN-18-Nov-21 @ 3:07:04 PM



City of Greenville, North Carolina

Meeting Date: 01/13/2022

Title of Item: Ordinance to annex Cobblestone, Phase 2, Sections 2 and 3 involving 29.13 acres located at the current terminus of Cobblestone Drive

Explanation: A. SCHEDULE

1. Advertising date: January 1, 2022
2. City Council public hearing date: January 13, 2022
3. Effective date: January 13, 2022

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 29.13
4. Voting District: 2
5. Township: Greenville
6. Zoning: R6A (Residential)
7. Existing land use: Vacant
8. Anticipated land use: 86 townhome lots (172 units)
9. Population estimate

	Formula	Number of people
Total current:	0	0
Estimated at full development	172 x 2.18*	375
Current minority	0	0
Estimated minority at full development	375 x 43.4%	163
Current white	0	0
Estimated white at full development	375 - 163	212

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

10. Rural fire tax district: Red Oak
11. Greenville fire district: Station 5 (2.3 miles)
12. Present tax value: \$664,470
13. Estimated tax value: \$17,630,000

Fiscal Note: The total estimated tax value at full development is \$17,630,000.

Recommendation: Approve the attached ordinance to annex Cobblestone, Phase 2, Sections 2 and 3

ATTACHMENTS

-  [Cobblestoneord.pdf](#)
-  [Cobblestone survey.pdf](#)

ORDINANCE NO. 22-
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 13th day of January, 2022, after due notice by publication in The Daily Reflector on the 1st day of January, 2022; 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 “Cobblestone, Phase 2, Sections 2 and 3”, involving 29.13 acres prepared by James L. Edwards Land Surveying.

LOCATION: Situate in Greenville Township, Pitt County, North Carolina, located at the current terminus of Cobblestone Drive.

GENERAL DESCRIPTION:

BEGINNING AT AN IRON STAKE WHICH IS THE NORTHEAST CORNER OF SUBJECT PROPERTY AND THENCE RUNNING S 16-49-06 W 2205.12 FEET TO AN EXISTING IRON STAKE, THE SOUTHEASTERN PROPERTY CORNER OF SUBJECT PROPERTY, THENCE N 71-25-00 W 273.14 FEET TO A NO POINT SET, THENCE N 10-53-26 E 132.77 FEET TO AN EXISTING IRON STAKE, THENCE ALONG A CURVE WITH A RADIUS OF 175.00 FEET AND A CHORD OF S 83-10-32 E 24.82 FEET TO AN EXISTING IRON STAKE, THENCE N 02-45-30 E 50.00 FEET TO A NO POINT SET, THENCE ALONG A CURVE WITH A RADIUS OF 125.00 FEET AND A CHORD OF N 79-19-45 W 34.42 FEET, THENCE N 71-25-00 W 29.50 FEET TO A NO POINT SET, THENCE N 18-35-00 E 105.00 FEET TO A NO POINT SET, THENCE N 71-25-00 W 237.02 FEET TO AN EXISTING IRON STAKE, THENCE N 14-17-04 E 678.68 FEET TO AN EXISTING MAG NAIL, THENCE S

73-12-18 E 5.30 FEET TO ANOTHER EXISTING MAG NAIL, THENCE N 11-46-26 E 897.77 FEET TO AN EXISTING IRON STAKE, THENCE S 81-29-08 E 15.81' FEET TO AN EXISTING IRON STAKE, THENCE N 14-51-24 E 305.00 FEET TO AN EXISTING IRON STAKE, THENCE S 75-08-36 E 670.64 FEET TO THE POINT OF BEGINNING CONTAINING 29.13 ACRES.

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 13th day of January, 2022.

ADOPTED this 13th day of January, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

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

WITNESS my hand and official seal this ____th day of _____, 2022.

Notary Public

My Commission Expires: _____

1157217



City of Greenville, North Carolina

Meeting Date: 01/13/2022

Title of Item: Ordinance to annex Craig F. Goess and Craig M. Goess property involving 1.577 acres located at the northwestern corner of the intersection of West Arlington Boulevard and Dickinson Avenue

Explanation: A. SCHEDULE

1. Advertising date: January 1, 2022
2. City Council public hearing date: January 13, 2022
3. Effective date: January 13, 2022

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 1.577
4. Voting District: 1
5. Township: Greenville
6. Zoning: MCH (Medical-Heavy Commercial)
7. Existing land use: Vacant
8. Anticipated land use: 5,000 square feet of commercial space
9. Population estimate

	Formula	Number of people
Total current:	0	0
Estimated at full development	0	0
Current minority	0	0
Estimated minority at full development	0	0
Current white	0	0
Estimated white at full development	0	0

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

10. Rural fire tax district: Red Oak
11. Greenville fire district: Station 2 (0.7 miles)
12. Present tax value: \$250,000
13. Estimated tax value: \$625,000

Fiscal Note: The total estimated tax value at full development is \$625,000.

Recommendation: Approve the attached ordinance to annex the Craig F. Goess and Craig M. Goess property

ATTACHMENTS

 [Goessord.pdf](#)

 [Goesssurvey.pdf](#)

ORDINANCE NO. 22-
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 13th day of January, 2022, after due notice by publication in The Daily Reflector on the 1st day of January, 2022; 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 “Craig F. and M. Goess”, involving 1.577 acres prepared by Miller and Associates.

LOCATION: Situate in Greenville Township, Pitt County, North Carolina, located at the northwestern corner of the intersection of West Arlington Boulevard and Dickinson Avenue.

GENERAL DESCRIPTION:

Lying and being located in Greenville Township, Pitt County, NC and being more particularly described as follows:

Beginning at an existing right of way monument located on the northern right of way of Dickinson Avenue at the northwest corner of the intersection of Dickinson Avenue and W. Arlington Boulevard thence running along the northern right of way of Dickinson Avenue S 42-05-11 W, 254.79 feet to a point located on the northern right of way of Dickinson Avenue; thence leaving the northern right of way of Dickinson Avenue N 44-13-17 W, 221.92 feet to a point; thence N 44-59-43 E, 95.10 feet to a point; thence N 44-12-51 W, 65.18 feet to a point; thence N 35-49-15 E, 139.46 feet to an existing iron pipe located on the western right of way of W. Arlington Boulevard; thence running along the western right of way of W. Arlington

Boulevard with a curve to the left having a radius of 5,779.58 feet a chord bearing and distance S 55-03-06 E, 88.89 feet to an existing iron pipe located on the western right of way of W. Arlington Boulevard, thence continuing along the western right of way of W. Arlington Boulevard with a curve to the left having a radius of 5,779.58 feet a chord bearing and distance S 55-55-22 E, 75.42 feet to an existing iron pipe located on the western right of way of W. Arlington Boulevard; thence continuing along the western right of way of W. Arlington Boulevard, S 56-17-31 E, 96.22 feet to an existing right of way monument located on the western right of way of W. Arlington Boulevard; thence S 07-38-40 E, 50.88 feet to the point of beginning containing 1.577 acres.

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 one. The City Clerk, City Engineer, representatives of the Board of Elections, and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district one.

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 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 13th day of January, 2022.

ADOPTED this 13th day of January, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

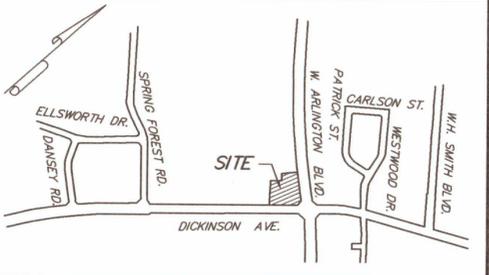
I, Camillia P. Smith, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing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

WITNESS my hand and official seal this ____th day of _____, 2022.

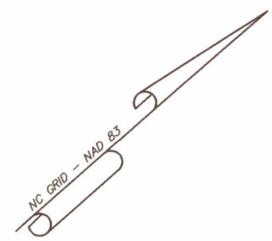
Notary Public

My Commission Expires: _____

1157214



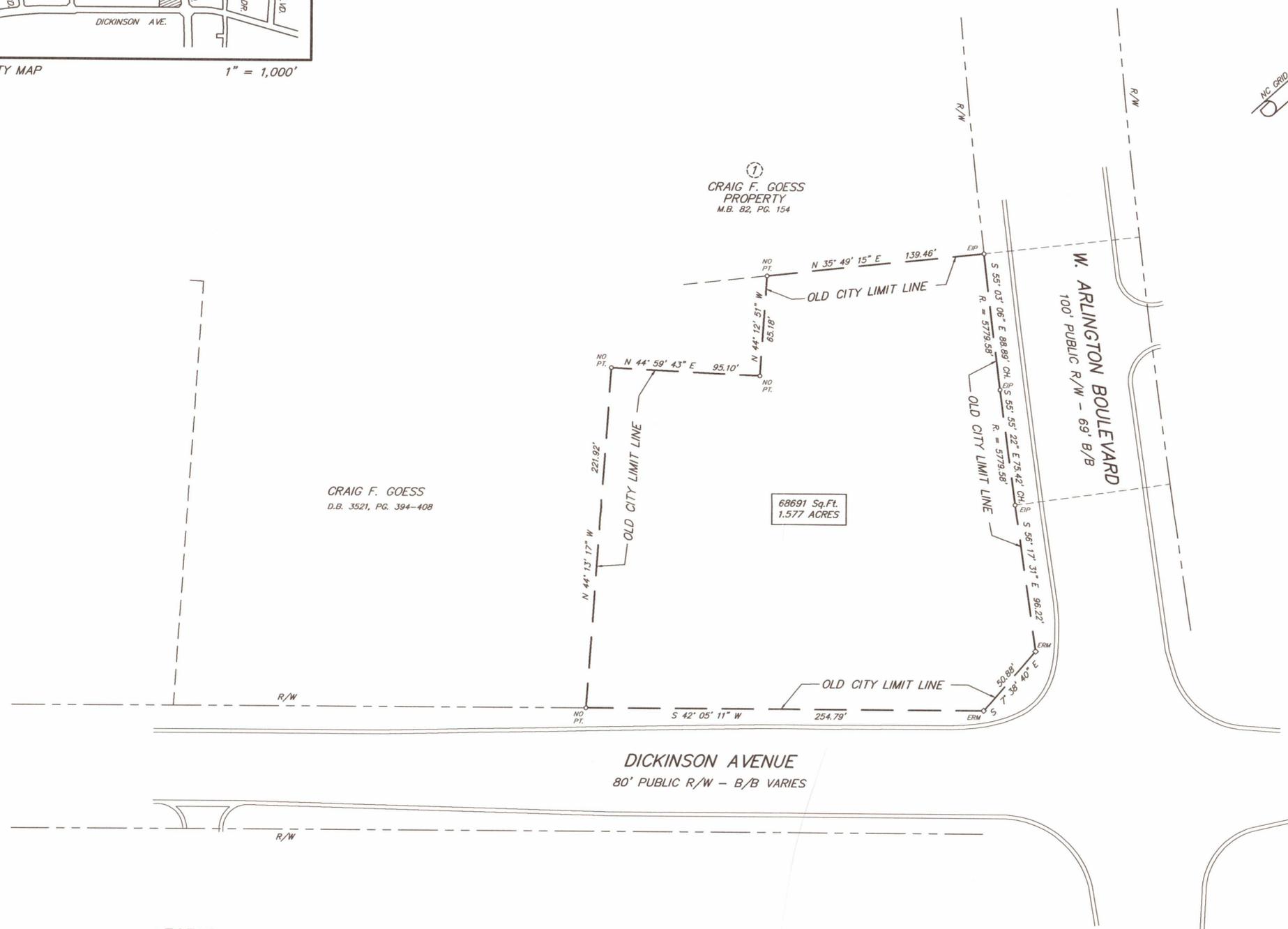
VICINITY MAP 1" = 1,000'



①
CRAIG F. GOESS
PROPERTY
M.B. 82, PG. 154

CRAIG F. GOESS
D.B. 3521, PG. 394-408

68691 Sq.Ft.
1.577 ACRES



LEGEND:
R/W - RIGHT OF WAY
B/B - BACK OF CURB TO BACK OF CURB
EIP - EXISTING IRON PIPE
ERM - EXISTING RIGHT OF WAY MONUMENT
CH - CHORD
R - RADIUS

LEGEND
NEW CITY LIMIT ———
OLD CITY LIMIT - - - - -
CITY LIMIT _____



REFERENCE:
DEED BK. 3521, PG. 394-408
MAP BK. 82, PG. 77
MAP BK. 82, PG. 154
TAX PARCEL # 07247

NOTE:
THIS MAP IS EXEMPT FROM GS 47-30
AS PER GS 47-30 (J).

SURVEYOR'S CERTIFICATION
I, GARY S. MILLER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3521, PAGE 394-408, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SEE, PAGE REF. OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (1) (11) (d), THIS SURVEY IS OF ANOTHER CATEGORY AND IS AN EXEMPTION TO THE DEFINITION OF SUBDIVISION. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 95th DAY OF NOVEMBER, 2021.

SIGNED *G. Miller*
PROFESSIONAL LAND SURVEYOR NO. L-2562



ANNEXATION MAP FOR
CRAIG F. GOESS AND CRAIG M. GOESS
BEING A PORTION OF TAX PARCEL #07247

SURVEYED: MCP	APPROVED: GSM
DRAWN: BLW	DATE: 11-9-2021
CHECKED: TEM	SCALE: 1" = 50'

MAP NO.	PLATS RECORDED	BOOK	PAGE

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

DATE: _____ ORDINANCE NO. _____ AREA: 1.577 Ac.
GREENVILLE TOWNSHIP, PITT COUNTY, N.C.



City of Greenville, North Carolina

Meeting Date: 01/13/2022

Title of Item: Ordinance to annex Sawgrass Pointe Commercial Center involving 1.334 acres located near the southeastern corner of the intersection of Davenport Farm Road and Frog Level Road

Explanation: A. SCHEDULE

1. Advertising date: January 1, 2022
2. City Council public hearing date: January 13, 2022
3. Effective date: January 13, 2022

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 1.334
4. Voting District: 5
5. Township: Winterville
6. Zoning: CN (Neighborhood Commercial)
7. Existing land use: Vacant
8. Anticipated land use: 5,000 square feet of retail space
9. Population estimate

	Formula	Number of people
Total current:	0	0
Estimated at full development	0	0
Current minority	0	0
Estimated minority at full development	0	0
Current white	0	0
Estimated white at full development	0	0

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

10. Rural fire tax district: Red Oak
11. Greenville fire district: Station 5 (3.8 miles)
12. Present tax value: \$36,432
13. Estimated tax value: \$625,000

Fiscal Note: The total estimated tax value at full development is \$625,000.

Recommendation: Approve the attached ordinance to annex Sawgrass Pointe Commercial Center

ATTACHMENTS

-  [Sawgrassord.pdf](#)
-  [Sawgrass Map.pdf](#)

ORDINANCE NO. 22-
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 13th day of January, 2022, after due notice by publication in The Daily Reflector on the 1st day of January, 2022; 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 "Sawgrass Pointe Commercial Center", involving 1.334 acres prepared by Baldwin Design Consultants, PA.

LOCATION: Situate in Winterville Township, Pitt County, North Carolina, located near the southeastern corner of the intersection of Davenport Farm Road and Frog Level Road.

GENERAL DESCRIPTION:

Beginning at an existing iron pipe on the southern right-of-way of NCSR 1128 (Davenport Farm Road), said iron pipe being the northeastern corner of Lot 1, Sawgrass Pointe Commercial Center as recorded in Map Book 80, Page 175 of the Pitt County Register of Deeds, said iron pipe also being located S 65°21'48" E 320.96' from an existing P.K. Nail located at the centerline intersection of NCSR 1128 (Davenport Farm Road) and NCSR 1127 (Frog Level Road). From the above-described beginning, so located, running thence as follows:

With the southern right-of-way of NCSR 1128 (Davenport Farm Road), S 70°43'36" E 148.47', thence leaving the southern right-of-way of NCSR 1128 (Davenport Farm Road), S 19°16'24" W 280.03' to an existing iron pipe, thence N 87°18'28" W 209.69', thence N 19°16'25" E 259.90',

thence S 70°43'36" E 52.50', thence N 19°16'25" E 79.97' to the point of beginning containing 1.334 acres and being a portion of the property described in Deed Book 3291, Page 775 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 five. 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 five.

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 13th day of January, 2022.

ADOPTED this 13th day of January, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

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

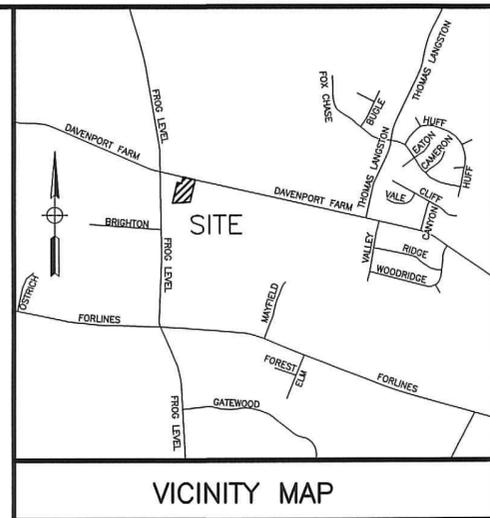
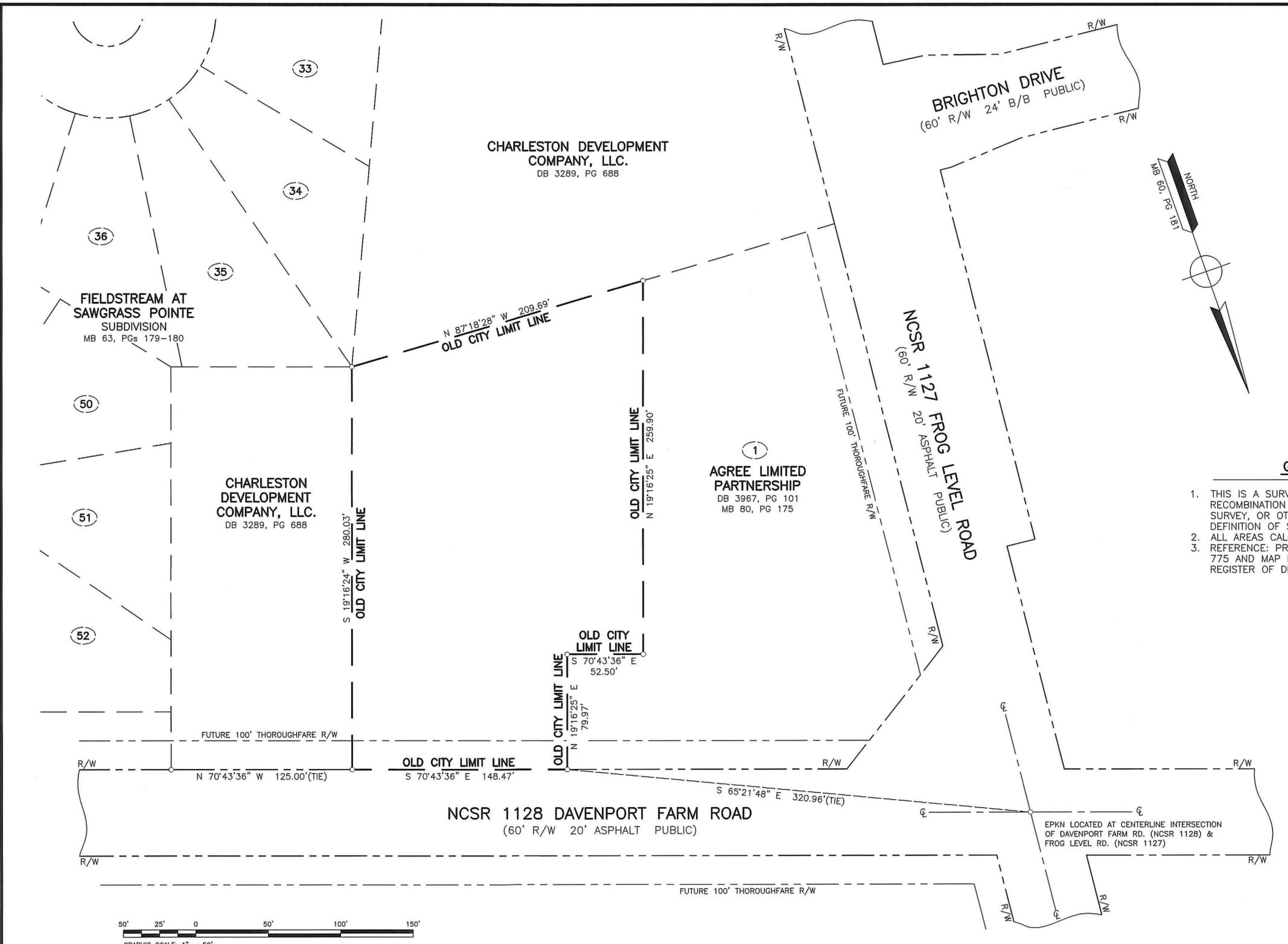
WITNESS my hand and official seal this ____th day of _____, 2022.

Notary Public

My Commission Expires: _____

1157204

Y:\DRAWINGS\16-011 CHARLESTON DEVELOPMENT DOLLAR GENERAL\PHASE 1\ANNEXATION MAP.dwg Thu, Dec 02, 2021 - 3:25pm RWELLS



GENERAL NOTES

1. THIS IS A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
3. REFERENCE: PROPERTY DESCRIBED IN DEED BOOK 3291, PAGE 775 AND MAP BOOK 60, PAGE 181 OF THE PITT COUNTY REGISTER OF DEEDS.

LEGEND

- R/W = RIGHT-OF-WAY
- EPKN = EXISTING PARKER KALON NAIL
- B/B = BACK OF CURB TO BACK OF CURB
- CL = CENTERLINE
- SIP = SET IRON PIPE
- NPS = NO POINT SET

LEGEND

- CITY LIMIT LINE = - - - - -
- NEW CITY LIMIT LINE = - - - - -
- OLD CITY LIMIT LINE = - - - - -

TAX PARCEL #69475
 TAX MAP #4665-38-2798
 SHEET 1 OF 1

ANNEXATION MAP FOR
**SAWGRASS POINTE
 COMMERCIAL CENTER**
 SECTION 1, PHASE 2

OWNER: CHARLESTON DEVELOPMENT COMPANY, INC.
 ADDRESS: P.O. BOX 1607
 WILSON, NC 27894
 PHONE: (252) 243-0222

Baldwin Design Consultants, PA
 LICENSE # C-3498
 ENGINEERING - SURVEYING - PLANNING
 1700-D EAST ARLINGTON BOULEVARD
 GREENVILLE, NC 27658 252.756.1390

SURVEYED: BW	APPROVED: MWB
DRAWN: NRW	DATE: 12/02/2021
CHECKED: MWB	SCALE: 1" = 50'

MAP NO.	PLATS RECORDED	MAP BOOK	PAGE
	SAWGRASS POINTE COMMERCIAL CENTER	80	167
	SAWGRASS POINTE COMMERCIAL CENTER	80	175

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C
 (EFFECTIVE DATE _____ ORDINANCE # _____ AREA 1.334 AC.)
 _____ WINTERVILLE _____ TOWNSHIP, PITT COUNTY, N.C.

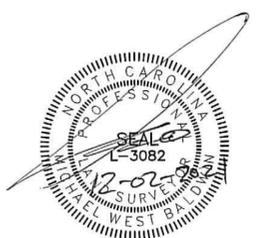
CLOSURE CHECK BOUNDARY	
CHECKED: NRW	DATE: 12/02/2021

CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP WAS DRAWN UNDER MY DIRECTION AND SUPERVISION FROM AN ACTUAL FIELD LAND SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DASHED LINE; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY HAND AND SEAL THIS 2nd DAY OF DECEMBER, 2021.

MICHAEL WEST BALDWIN. PLS L-3082





City of Greenville, North Carolina

Meeting Date: 01/13/2022

Title of Item: Ordinance to annex Springshire Retirements, LLC property containing 17.296 acres located north of the intersection of NC Highway 43 N and Rock Springs Road

Explanation: A. SCHEDULE

1. Advertising date: January 1, 2022
2. City Council public hearing date: January 13, 2022
3. Effective date: January 13, 2022

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 17.296
4. Voting District: 1
5. Township: Falkland
6. Zoning: OR (Office-Residential)
7. Existing land use: Vacant
8. Anticipated land use: 210 multi-family units
9. Population estimate

	Formula	Number of people
Total current:	0	0
Estimated at full development	210 x 2.18*	458
Current minority	0	0
Estimated minority at full development	458 x 43.4%	199
Current white	0	0
Estimated white at full development	458 - 199	259

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

10. Rural fire tax district: Red Oak
11. Greenville fire district: Station 2 (3.1 miles)
12. Present tax value: \$602,000
13. Estimated tax value: \$42,000,000

Fiscal Note: The total estimated tax value at full development is \$42,000,000.

Recommendation: Approve the attached ordinance to annex Springshire Retirement, LLC property

ATTACHMENTS

 [Springshireord.pdf](#)

 [Springshiremap.pdf](#)

ORDINANCE NO. 22-
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 13th day of January, 2022, after due notice by publication in The Daily Reflector on the 1st day of January, 2022; 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 "Springshire Retirement, LLC", involving 17.296 acres prepared by Regional Land Surveyors, Inc.

LOCATION: Situate in Falkland Township, Pitt County, North Carolina, located north of the intersection of Hwy 43 N and Rock Springs Road.

GENERAL DESCRIPTION:

Lying and being in the Falkland Township, Pitt County, North Carolina, and more particularly described as follows:

Beginning at a 1/2 Inch Iron Pipe Found at the southwestern corner of now or formerly Springshire Retirement, LLC as recorded in Deed Book 2289, Page 645 and annexed by Plat Book 69, Page 142, Pitt County Register of Deeds, also being a 1/2 Inch Iron Pipe Found at the northern right-of-way line of NC Highway 43 North having NC Grid NAD83(2011) coordinates of Northing 688,148.54 feet, Easting 2,463,868.39 feet; thence along said northern right-of-way line of NC Highway 43 North, North 73° 04' 32" West 274.45 feet to a 1/2 Inch Iron Pipe Found in the eastern line of now or formerly Gaskins Farm, LLC as recorded in Deed Book 3992, Page 862, Map Book 31, Page 151 and Deed Book C-52, Page 734 (property line agreement); thence along said eastern property line of Gaskins Farm, LLC, North 28° 40' 00" East 1,356.32 feet to a

1/2 Inch Iron Pipe Found at a southwestern corner of now or formerly Springshire Retirement, LLC as recoded in Deed Book 2289, Page 645; thence along the southern and eastern property lines of said Springshire Retirement, LLC as recoded in Deed Book 2289, Page 645, the following two (2) courses: 1) South 58° 18' 02" East 663.66 feet to a 1/2 Inch Iron Pipe Found; 2) South 31° 47' 15" West 1,047.93 feet to a 1/2 Inch Iron Pipe Found at the northeastern corner of said Springshire Retirement, LLC as recorded in Deed Book 2289, Page 645 and annexed by Plat Book 69, Page 142, the following two (2) courses: 1) North 73° 04' 32" West 344.19 feet to a 1/2 Inch Iron Pipe Found; 2) South 28° 39' 38" West 148.93 feet to the point of beginning, containing 17.296 Acres.

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 one. The City Clerk, City Engineer, representatives of the Board of Elections, and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district one.

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 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 13th day of January, 2022.

ADOPTED this 13th day of January, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

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

WITNESS my hand and official seal this ____th day of _____, 2022.

Notary Public

My Commission Expires: _____

1157161

NORTH CAROLINA SURVEYOR'S CERTIFICATION

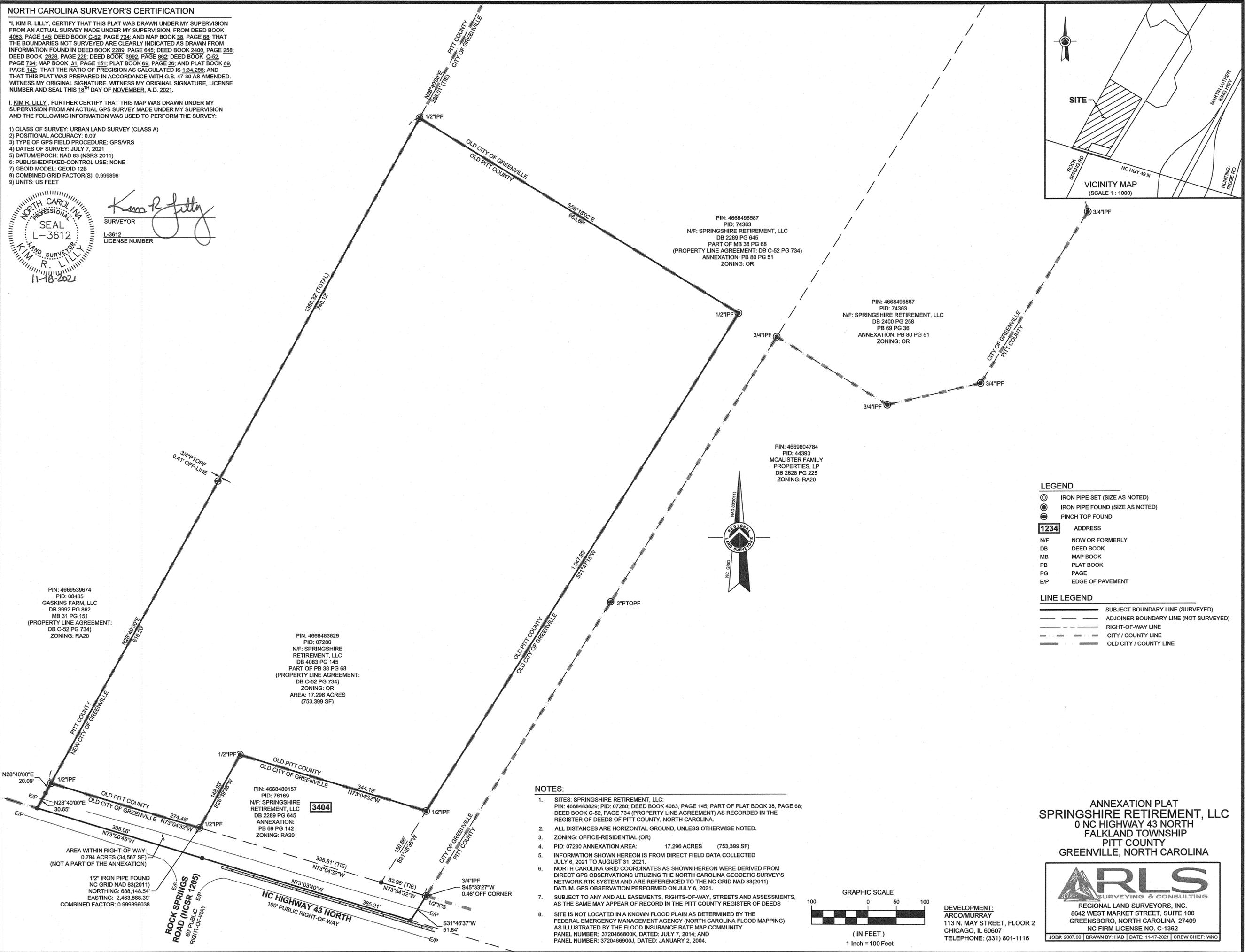
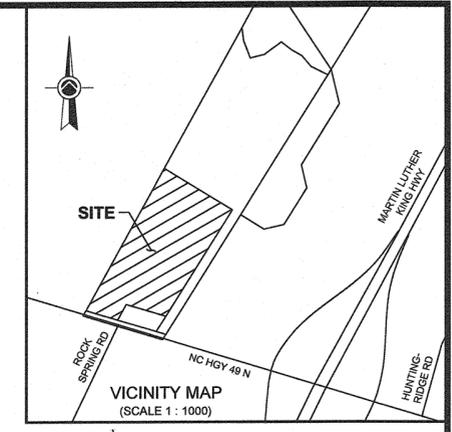
"I, KIM R. LILLY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, FROM DEED BOOK 4083, PAGE 145; DEED BOOK C-52, PAGE 734; AND MAP BOOK 38, PAGE 88; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEED BOOK 2289, PAGE 645; DEED BOOK 2400, PAGE 258; DEED BOOK 2828, PAGE 225; DEED BOOK 3992, PAGE 862; DEED BOOK C-52, PAGE 734; MAP BOOK 31, PAGE 151; PLAT BOOK 69, PAGE 36; AND PLAT BOOK 69, PAGE 142; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:34,285; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 18TH DAY OF NOVEMBER, A.D. 2021.

I, KIM R. LILLY, FURTHER CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- 1) CLASS OF SURVEY: URBAN LAND SURVEY (CLASS A)
- 2) POSITIONAL ACCURACY: 0.09'
- 3) TYPE OF GPS FIELD PROCEDURE: GPS/VRS
- 4) DATES OF SURVEY: JULY 7, 2021
- 5) DATUM/EPOCH: NAD 83 (NSRS 2011)
- 6) PUBLISHED/FIXED-CONTROL USE: NONE
- 7) GEOID MODEL: GEOID 12B
- 8) COMBINED GRID FACTOR(S): 0.9999896
- 9) UNITS: US FEET



 Kim R. Lilly
 SURVEYOR
 L-3612
 LICENSE NUMBER



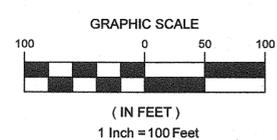
- NOTES:**
1. SITES: SPRINGSHIRE RETIREMENT, LLC; PIN: 4668483829; PID: 07280; DEED BOOK 4083, PAGE 145; PART OF PLAT BOOK 38, PAGE 88; DEED BOOK C-52, PAGE 734 (PROPERTY LINE AGREEMENT) AS RECORDED IN THE REGISTER OF DEEDS OF PITT COUNTY, NORTH CAROLINA.
 2. ALL DISTANCES ARE HORIZONTAL GROUND, UNLESS OTHERWISE NOTED.
 3. ZONING: OFFICE-RESIDENTIAL (OR)
 4. PID: 07280 ANNEXATION AREA: 17,296 ACRES (753,399 SF)
 5. INFORMATION SHOWN HEREON IS FROM DIRECT FIELD DATA COLLECTED JULY 6, 2021 TO AUGUST 31, 2021.
 6. NORTH CAROLINA GRID COORDINATES AS SHOWN HEREON WERE DERIVED FROM DIRECT GPS OBSERVATIONS UTILIZING THE NORTH CAROLINA GEODETIC SURVEY'S NETWORK RTK SYSTEM AND ARE REFERENCED TO THE NC GRID NAD 83(2011) DATUM. GPS OBSERVATION PERFORMED ON JULY 6, 2021.
 7. SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, STREETS AND ASSESSMENTS, AS THE SAME MAY APPEAR OF RECORD IN THE PITT COUNTY REGISTER OF DEEDS
 8. SITE IS NOT LOCATED IN A KNOWN FLOOD PLAIN AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (NORTH CAROLINA FLOOD MAPPING) AS ILLUSTRATED BY THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER: 3720466800K, DATED: JULY 7, 2014; AND PANEL NUMBER: 3720466900J, DATED: JANUARY 2, 2004.

LEGEND

- ⊙ IRON PIPE SET (SIZE AS NOTED)
- ⊙ IRON PIPE FOUND (SIZE AS NOTED)
- ⊙ PINCH TOP FOUND
- 1234** ADDRESS
- N/F NOW OR FORMERLY
- DB DEED BOOK
- MB MAP BOOK
- PB PLAT BOOK
- PG PAGE
- E/P EDGE OF PAVEMENT

LINE LEGEND

- SUBJECT BOUNDARY LINE (SURVEYED)
- - - ADJOINER BOUNDARY LINE (NOT SURVEYED)
- - - RIGHT-OF-WAY LINE
- - - CITY / COUNTY LINE
- - - OLD CITY / COUNTY LINE



ANNEXATION PLAT
SPRINGSHIRE RETIREMENT, LLC
 0 NC HIGHWAY 43 NORTH
 FALKLAND TOWNSHIP
 PITT COUNTY
 GREENVILLE, NORTH CAROLINA

DEVELOPMENT:
ARCO/MURRAY
113 N. MAY STREET, FLOOR 2
CHICAGO, IL 60607
TELEPHONE: (331) 801-1116



REGIONAL LAND SURVEYORS, INC.
8642 WEST MARKET STREET, SUITE 100
GREENSBORO, NORTH CAROLINA 27409
NC FIRM LICENSE NO. C-1362

JOB#: 2087.00 | DRAWN BY: HAD | DATE: 11-17-2021 | CREW CHIEF: WKO



City of Greenville, North Carolina

Meeting Date: 01/13/2022

Title of Item: Ordinance requested by ABC Family, LLC to rezone a total of 23.5 acres located along the western right-of-way of Allen Road and adjacent to the Pitt County Landfill from RA20 (Residential-Agricultural) to CH (Heavy Commercial) for 3.825 acres and IU (Unoffensive Industry) for 19.675 acres

Explanation: **Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on December 7, 2021.

On-site sign(s) posted on December 7, 2021.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on December 28, 2021.

Public hearing legal advertisement published on January 1, 2022 and January 8, 2022.

Comprehensive Plan:

The Future Land Use and Character Map recommends industrial/logistics (IL) between Allen Road and the Southwest Bypass roughly between the CSX RR and Allen Ridge Subdivision. Further, the Future Land Use and Character recommends potential conservation/open space (PCOS) along Greens Mill Run.

Industrial/Logistics

Area characterized by warehouses and light manufacturing operations and related to office uses. It includes the Greenville Industrial Park, airport area, and Southwest Bypass Corridor.

Intent:

- Encourage expansion of light industrial, assembly and research uses
- Encourage the use of higher-quality building materials and landscaping for high-visible sites

Primary Uses:

Industrial

Light industrial

Research and assembly

Warehousing

Secondary Uses:

Office
Commercial

Potential Conservation/Open Space

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

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

Intent:

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

Thoroughfare/Traffic Report Summary (Engineering Department):

Based on possible use permitted by the requested rezoning, the proposed rezoning classification could generate 1,242 trips to and from the site on Allen Road, which is a net increase of 582 trips per day (over current zoning).

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

History/Background:

In 2001, the property was part of a large-scale extra-territorial jurisdiction (ETJ) extension and zoned to its current zoning.

Existing Land Uses:

Vacant

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

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

A portion of the property is located in the Special Flood Hazard Area and Floodway. A Floodplain Development Permit and Erosion Control Plan will be required for impacts in the floodplain. A No-Rise certification will be required for any impacts in the Floodway. Jurisdictional wetlands may exist on the property. Jurisdictional streams and riparian buffers do exist on the property.

Surrounding Land Uses and Zoning:

North: MRS: One (1) single-family residence, MCH: Farmland, IU: Pitt County Landfill

South: RA20: Farmland (Aston Alexander Properties, LLC et al rezoning request)

East: MO: One (1) vacant lot, R6: Farmland, RA20: Two (2) single-family residences

West: IU: Pitt County Landfill

Density Estimates:

Tract 1

Acreage: 3.825

Current Zoning: RA20 (Residential-Agricultural)

Proposed Zoning: CH Heavy Commercial)

Under the current zoning, the site could accommodate 8-10 single-family lots.

Under the proposed zoning, the site could accommodate 28,000+/- square feet of commercial space consisting of retail (building materials).

Tract 2

Acreage: 19.675
Current Zoning: RA20 (Residential-Agricultural)
Proposed Zoning: IU (Unoffensive Industry)

Under the current zoning, the site could accommodate 50-60 single-family lots.

Under the proposed zoning, the site could accommodate 165,000+/- square feet of industrial/commercial space consisting of 50,000+/- square feet of licensed contractor office (including supplies and equipment), and 115,000+/- square feet of mini-storage.

The anticipated build-out is within 5-7 years.

Fiscal Note: No cost to the City.

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

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

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

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

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

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

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

ATTACHMENTS

- 📄 **Ordinance_-_ABC_Family__LLC.pdf**
- 📄 **Minutes_ABC_Family_Prop_.pdf**
- 📄 **ABC Family LLC APO .pdf**
- 📄 **ABC Family - Map.pdf**
- 📄 **ABCFamilyTRAFRPTCASE21-15.pdf**
- 📄 **List_of_usesRA20toCH,IU.pdf**
- 📄 **Density and Veg Charts.pdf**

LOCATION: Located along the western right-of-way of Allen Road and adjacent to Pitt County Landfill.

DESCRIPTION: Beginning at a point on the western right-of-way of NCSR 1203 (Allen Road), said point being the northeastern corner of the Thomas J. Andrews, Et al Property as described in Deed Book N-50, Page 721 of the Pitt County Register of Deeds. From the above-described beginning, so located, running thence as follows:

Leaving the western right-of-way of NCSR 1203 (Allen Road), N 57°56'06" W 400.00', thence N 32°16'23" E 431.49', thence S 54°57'41" E 400.00' to a point on the western right-of-way of NCSR 1203 (Allen Road), thence with the western right-of-way of NCSR 1203 (Allen Road), S 31°39'25" W 178.17', S 32°05'12" W 93.09' and S 32°59'40" W 139.50' to the point of beginning containing 3.825 acres and being a portion of the property described in Deed Book 3454, Page 735 of the Pitt County Register of Deeds.

Section 2. That the following described territory is rezoned from RA20 (Residential-Agricultural) to IU (Unoffensive Industry).

TO WIT: ABC Family, LLC

LOCATION: Located west of Allen Road and adjacent to Pitt County Landfill.

DESCRIPTION: Beginning at a point on the southern line of the Thomas J. Andrews, Etal Property as described in Deed Book N-50, Page 721 of the Pitt County Register of Deeds, said point being located N 57°56'06" W 400.00' from a point on the western right-of-way of NCSR 1203 (Allen Road), said point being the northeastern corner of said Thomas J. Andrews, Etal Property. From the above-described beginning, so located, running thence as follows:

N 57°56'06" W 679.63', thence N 58°06'58" W 144.83', thence N 73°49'11" W 367.76', thence N 13°43'26" W 400.84', thence N 74°44'03" W 225.08', thence N 01°57'17" E 102.00', thence N 81°01'55" E 87.80', thence N 86°01'51" E 193.04', thence S 61°32'32" E 235.88' thence S 59°18'31" E 111.70', thence S 57°08'15" E 643.81', thence N 33°25'40" E 24.45', thence N 07°27'18" E 10.03', thence N 24°58'56" E 464.40', thence S 64°18'23" E 165.75', thence S 64°25'26" E 298.12', thence S 25°11'47" W 496.74', thence S 54°57'41" E 61.13', thence S 32°16'23" W 431.49' to the point of beginning containing 19.675 acres and being a portion of the property described in Deed Book 3454, Page 735 of the Pitt County Register of Deeds.

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

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

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

ADOPTED this 13th day of January, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1157349

Excerpt from the draft Planning & Zoning Commission Minutes (12/21/21)

Staff made one presentation for both the ABC Family Properties, LLC and Aston Alexander Properties, LLC requests because the properties are adjacent to one another. However, two public hearings were held.

REQUEST BY ABC FAMILY, LLC TO REZONE A TOTAL OF 23.5 ACRES LOCATED ALONG THE WESTERN RIGHT-OF-WAY OF ALLEN ROAD AND ADJACENT TO THE PITT COUNTY LANDFILL FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO CH (HEAVY COMMERCIAL) FOR 3.825 ACRES AND IU (UNOFFENSIVE INDUSTRY) FOR 19.675 ACRES.

Staff is going to make one presentation since the properties are adjacent. To summarize both of these requests, there will be Heavy Commercial along Allen Road and Unoffensive Industry towards the back of the properties adjacent to the Pitt County Landfill. Both of the properties are impacted by Greens Mill Run and are located in the 25-year watershed. The Aston Alexander property is impacted by the flood hazard area and flood way. A flood development permit and no-rise certification will be required. There are jurisdictional streams and buffers and potential wetlands on the property. At full buildout, there will be a net increase of almost 900 trips per day with both requests combined. Due to the size of the properties, it will be a 5 to 10 year build-out. Under the current zoning, ABC Family Properties, LLC Tract 1 would yield 8 single-family lots and under the requested zoning yield 2,800 square feet of commercial space. Under the current zoning, Tract 2 would yield 50 single-family lots and under the requested zoning yield 165,000 square feet of commercial space. Under the current zoning, Aston Alexander Tract Properties, LLC Tract 1 would yield 3 single-family lots and under the requested zoning yield about 35,000 square feet of commercial. Tract 2 would yield about 170 single-family lots and under the requested zoning yield 480,000 square feet of commercial space. The anticipated uses include mini storage, contractor offices, building supply sales and possibly automotive repair. In staff's opinion, both requests are in compliance with the Horizons 2026: Greenville's Community Plan and Future Land Use Map. Therefore, staff recommends approval of the request.

Chairman Faison opened the public hearing.

Mike Baldwin, Baldwin Design Consultants, spoke in favor. He stated the request is in line with the Future Land Use Map and Horizons Plan. A commercial type zoning is a better fit along the roadway versus unoffensive industry. This is a blend of a continuation of the commercial tract just north of this tract. The properties are not currently served by sewer so sewer would have to be extended north.

No one else spoke in favor.

No one spoke in opposition.

Clerk Taylor Bland read Robert O'Neal's written comment "I just think with all the homes around here and all the homes that the planning and zoning has already approved to be built that the planning and zoning should protect the home owners that are already living here and the future home owners that homes have not been built yet. It's my understanding that planning and zoning is to help control that IU don't need to be next to a Residential home. That's like me going to you and asking you for permission to build a house next to Glaxo-Welcome. That's not gonna happen but you will pull out you next to residential homes."

Chairman Faison closed the public hearing.

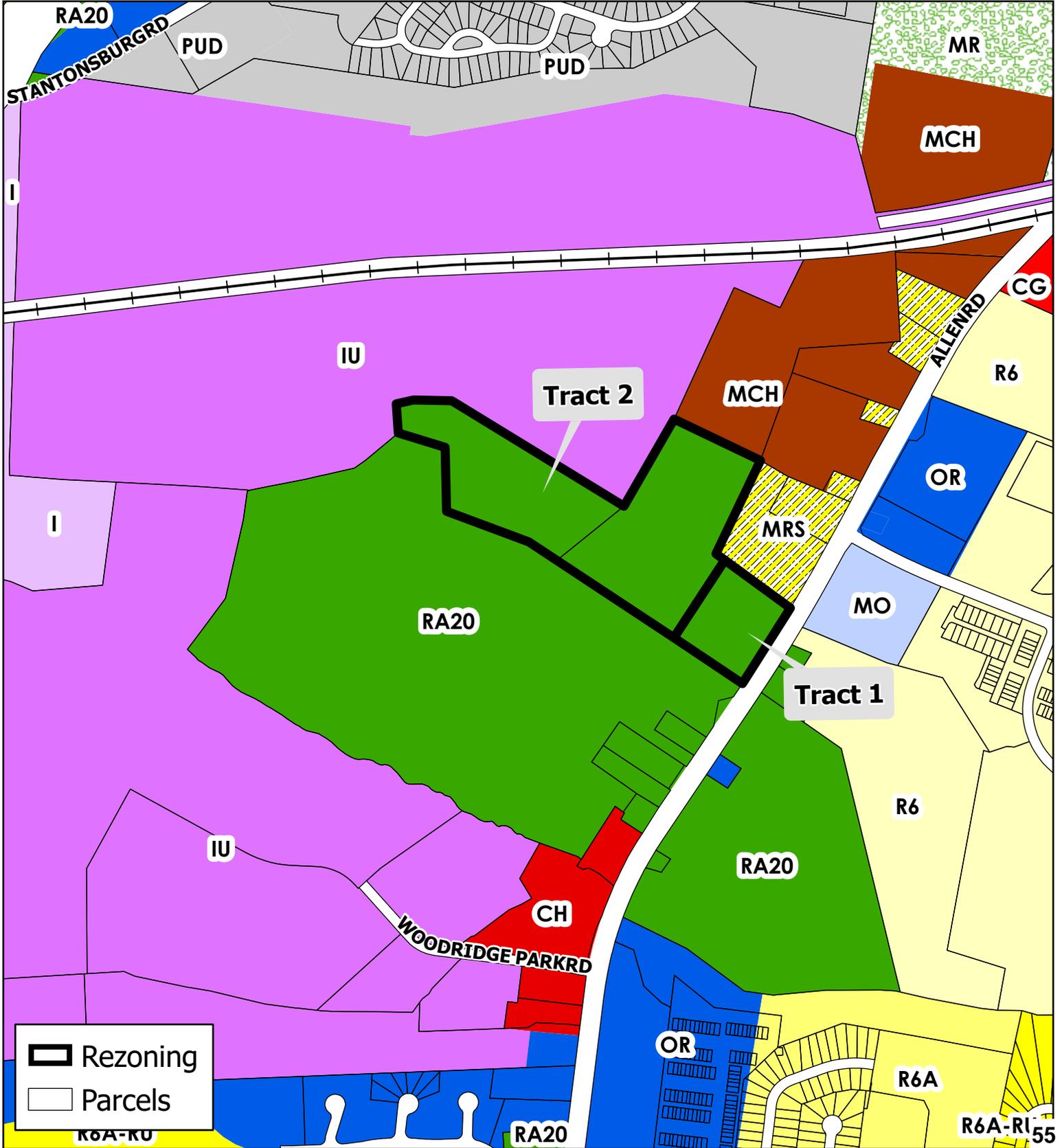
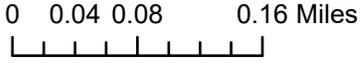
Mr. Maxwell stated he has concerns about the amount of additional runoff that may be coming down stream to neighborhoods with the now open space being covered with future development.

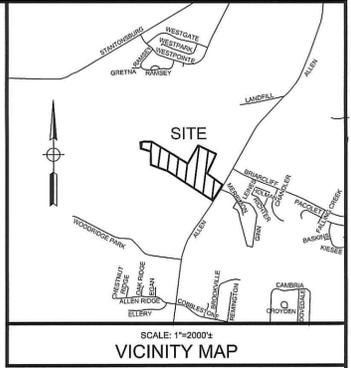
Motion made by Mr. Overton, seconded by Mr. Parker, to recommend approval of the proposed amendment, to advise that it is consistent with the comprehensive plan and to adopt the staff report which addresses plan consistency. Motion passed 5 to 1. Voting in opposition: Maxwell.

Map 1 ABC Family, LLC

Tract 1	Tract 2
From: RA-20	From: RA-20
To: CH	To: IU
Acres: 3.825	Acres: 19.675

Total Acres: 23.5
December 7th, 2021





IU
LANDFILL
PITT COUNTY
DB L-42, PG 69
MB 22, PG 168

MCH
AGRICULTURAL
HAPPY TRAIL FARMS, LLC
DB 3415, PG 635

MCH
SINGLE FAMILY/AGRICULTURAL
TBD 2, LLC
DB 4108, PG 754

MRS
SINGLE FAMILY
JOHN MOYE, JR.
DB X-47, PG 731
MB 26, PG 186

MO
VACANT
ROCKY RUSSELL
DEVELOPMENT, LLC
DB 3787, PG 634
MB 66, PG 73

R-6
AGRICULTURAL
ROCKY RUSSELL
DEVELOPMENT, LLC
DB 2443, PG 583
MB 69, PG 131

RA-20
WOODED/AGRICULTURAL
LEE BRADLEY HARRELL
and, NORMA S. HARRELL

RA-20
WOODED/AGRICULTURAL
ASHTON ALEXANDER PROPERTIES, LLC
MOLLEIGHBROOKE PROPERTIES, LLC
DB 4187, PG 122
MB 13, PG 37

TRACT 2
PARCEL #34809 & PARCEL #34810
PROPOSED ZONING
IU
CURRENT ZONING
RA-20
AREA TO BE REZONED: 19.675 ACRES

TRACT 1
PARCEL #34809
PROPOSED ZONING
CH
CURRENT ZONING
RA-20
AREA TO BE REZONED: 3.825 ACRES

NOTE: THE BEARINGS AND DISTANCES SHOWN ON THIS MAP WERE TAKEN FROM INFORMATION SHOWN ON A SURVEY TITLED "ABC FAMILY, LLC", DRAWN BY BENJAMIN J PURVIS, P.L.S., DATED 07-05-2016, AND DOES NOT REPRESENT AN ACTUAL SURVEY BY THIS FIRM.

TOTAL AREA TO BE REZONED: 23.550 ACRES

REVISOR: 12/01/2021 (CITY COMMENTS)(NRW)
UPDATED APPLICANT
UPDATED ADJOINING PROPERTY OWNER

GRAPHIC SCALE: 1" = 100'

TAX PARCEL #34809
TAX MAP #4667-64-1591
TAX PARCEL #34810
TAX MAP #4667-54-4799

SHEET 1 OF 1
REZONING MAP

ABC FAMILY, LLC.

REFERENCE: DEED BOOK 3454, PAGE 735
OF THE PITT COUNTY REGISTER OF DEEDS
ARTHUR TOWNSHIP, PITT COUNTY, N.C.

APPLICANT: ABC FAMILY, LLC
ADDRESS: 1290-B EAST ARLINGTON BOULEVARD
GREENVILLE, NC 27858
PHONE: (252) 414-0012

	LICENSE# C-3498	SURVEYED: N/A	APPROVED: MWB
	ENGINEERING - SURVEYING - PLANNING 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858 252.756.1390	DRAWN: NRW	DATE: 11/18/2021
CHECKED: NRW		CHECKED: MWB	
DATE: 07/19/2021		SCALE: 1" = 100'	

- LEGEND**
- R/W = RIGHT-OF-WAY
 - MBL = MINIMUM BUILDING LINE
 - B/B = BACK OF CURB TO BACK OF CURB
 - EIP = EXISTING IRON PIPE
 - SIP = SET IRON PIPE
 - ECM = EXISTING CONCRETE MONUMENT
 - EPKN = EXISTING PARKER KALON NAIL
 - SPKN = SET PARKER KALON NAIL
 - R = RADIUS
 - CH = CHORD
 - PC = POINT OF CURVATURE
 - PT = POINT OF TANGENCY
 - PCC = POINT OF COMPOUND CURVATURE
 - PRC = POINT OF REVERSE CURVATURE
 - NPS = NO POINT SET
 - PP = POWER POLE
 - TPED = TELEPHONE PEDESTAL
 - INV = INVERT
 - TC = TOP OF CURB
 - EP = EDGE OF PAVEMENT
 - TB = TOP OF BANK
 - C/L = CENTERLINE
 - MH = MANHOLE
 - FH = FIRE HYDRANT
 - WV = WATER VALVE
 - GV = GATE VALVE
 - BV = BALL VALVE
 - RCP = REINFORCED CONCRETE PIPE
 - CMP = CORRUGATED METAL PIPE
 - CB = CATCH BASIN
 - FES = FLARED END SECTION
 - - - = NOT TO SCALE

- GENERAL NOTES**
1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 2. REFERENCE: MAP BOOK 26, PAGES 186-186A OF THE PITT COUNTY REGISTER OF DEEDS

CLOSURE CHECK BOUNDARY
CHECKED: NRW DATE: 07/19/2021

Y:\DRAWINGS\17-114-ABC FAMILY, LLC\REZONING MAP.dwg Wed, Dec 01, 2021 12:34pm RWELLS

2.) Allen Rd , South of Site (50%): "No build" ADT of 17,510

Estimated ADT with Proposed Zoning (full build) – 18,131

Estimated ADT with Current Zoning (full build) – 17,840

Net ADT change = 291 (2% increase)

Staff Findings/Recommendations

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 1242 trips to and from the site on Allen Rd, which is a net increase of 582 additional trips per day (over current zoning).

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

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

	a.	Home occupation; not otherwise listed
	b.	Home occupation; barber and beauty shop
	c.	Home occupation; manicure, pedicure or facial salon
(4) Governmental		
	a.	Public utility building or use
(5) Agricultural/Mining		
	b.	Greenhouse or plant nursery; including accessory sales
	m.	Beekeeping; major use
	n.	Solar energy facility
(6) Recreational/Entertainment		
	a.	Golf course; 18-hole regulation length (see also section 9-4-103)
	a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
	c(1).	Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None		
(8) Services		
	a.	Child day care facilities
	b.	Adult day care facilities
	d.	Cemetery
	g.	School; junior and senior high (see also section 9-4-103)
	h.	School; elementary (see also section 9-4-103)
	i.	School; nursery and kindergarten (see also section 9-4-103)
(9) Repair - None		
(10) Retail Trade - None		
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None		
(12) Construction - None		
(13) Transportation - None		
(14) Manufacturing/Warehousing - None		
(15) Other Activities (not otherwise listed - all categories) - None		
PROPOSED ZONING		
CH (HEAVY COMMERCIAL) - PERMITTED USES		
(1) General		
	a.	Accessory use or building
	b.	Internal service facilities
	c.	On-premise signs per Article N
	d.	Off-premise signs per Article N
	e.	Temporary uses; of listed district uses
	f.	Retail sales; incidental
	g.	Incidental assembly of products sold at retail or wholesale as an accessory to principal uses
(2) Residential - None		
(3) Home Occupations - None		
(4) Governmental		
	a.	Public utility building or use
	b.	City of Greenville municipal government building or use (see also section 9-4-103)
	c.	County or state government building or use not otherwise listed; excluding outside storage and major or minor repair

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

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

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

k. Sandmining

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

	f. Retail sales; incidental
	g. Incidental assembly of products sold at retail or wholesale as an accessory to principal uses
(2) Residential - None	
(3) Home Occupations - None	
(4) Governmental	
	a. Public utility building or use
	b. City of Greenville municipal government building or use (see also section 9-4-103)
	c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
	d. Federal government building or use
	e. County government operation center
(5) Agricultural/Mining	
	a. Farming; agricultural, horticulture, forestry (see also section 9-4-103)
	b. Greenhouse or plant nursery; including accessory sales
	d. Farmers market
	e. Kennel (see also section 9-4-103)
	f. Stable; horse only (see also section 9-4-103)
	g. Stable; per definition (see also section 9-4-103)
	h. Animal boarding not otherwise listed; outside facility, as an accessory or principal use
	i. Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
	f. Public park or recreational facility
	g. Private noncommercial park or recreational facility
	m(1). Dining and entertainment establishment (see also section 9-4-103)
	p. Circus, carnival, or fair
(7) Office/Financial/Medical	
	b. Operation/processing center
	Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
	c. (Veterinary clinic or animal hospital (see also animal boarding, outside facility, kennel and stable)
	f. stable)
	g. Catalogue processing center
(8) Services	
	n. Auditorium
	s. Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
	TV and/or radio broadcast facilities, including receiving and transmission equipment and towers or cellular telephone and wireless communication towers
	y. towers or cellular telephone and wireless communication towers
	y(4) Distributed Antenna System (See also 9-4-103 (Q))
	z. Printing or publishing service including graphic art, maps, newspapers, magazines and books
	aa. Catering service including food preparation (see also restaurant; conventional and fast food)
	bb. Civic organizations
	gg. Vocational rehabilitation center
	mm. Commercial laundries; linen supply
	nn. Industrial laundries

(9) Repair	
	b. Minor repair; as an accessory or principal use
	c. Upholsterer; automobile, truck, boat, or other vehicle, trailer or van
	d. Upholsterer; furniture
	f. Appliance; household and office equipment repair
	h. Appliance; commercial and industrial equipment repair not otherwise listed
(10) Retail Trade	
	b. Gasoline or automotive fuel sales; accessory or principal use, retail
	h. Restaurant; conventional
	i. Restaurant; fast food
	cc. Farm supply and commercial implement sales
(11) Wholesale/Rental/Vehicle-Mobile Home Trade	
	a. Wholesale; durable and nondurable goods, not otherwise listed
	d. Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
	e. Rental of tractors and/or trailers, or other commercial or industrial vehicles or machinery
(12) Construction	
	b. Licensed contractor; general electrical, plumbing, mechanical, etc... including outside storage
	c. Construction office; temporary, including modular office (see also section 9-4-103)
	d. Building supply; lumber and materials sales, plumbing and/or electrical supply including outdoor sales
(13) Transportation	
	a. Railroad freight or distribution and/or passenger station
	d. Truck terminal or distribution center
	e. Parcel delivery service
	f. Ambulance service
	g. Airport and related activities; private
	h. Parking lot or structure; principal use
(14) Manufacturing/Warehousing	
	a. Ice plant and freezer lockers
	b. Dairy; production, storage, and shipment facilities
	c. Bakery; production, storage, and shipment facilities
	d. Stone or monument cutting, engraving
	g. Cabinet, woodwork or frame shop; excluding furniture manufacturing or upholstery
	h. Engraving; metal, glass or wood
	j. Moving and storage; including outside storage
	k. Mini-storage warehouse, household; excluding outside storage
	l. Warehouse or mini-storage warehouse, commercial or industrial; including outside storage
	m. Warehouse; accessory to approved commercial or industrial uses within the district; excluding outside storage
	o. Feed and grain elevator, mixing, redrying, storage or sales facility
	p. Tobacco redrying or processing plant
	s. Manufacture of nonhazardous products; general, including nonhazardous and nontoxic chemicals and/or materials not otherwise listed
	t. Manufacture of nonhazardous medical supplies or medical products, including distribution
	u. Tire recapping or retreading plant
	v. Bottling or packing plant for nonhazardous materials or products

	y.	Recycling collection station or facilities
	cc.	Manufacture of pharmaceutical, biological, botanical, medicinal, and cosmetic products, and related materials
(15) Other Activities (not otherwise listed - all categories) - None		
IU (UNOFFENSIVE INDUSTRY) - SPECIAL USES		
(1) General - None		
(2) Residential		
	i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
	j.	Residential quarters for resident manager, supervisor or caretaker; including mobile home
	o.	Nursing, convalescent or maternity home; major care facility
(3) Home Occupations - None		
(4) Governmental - None		
(5) Agricultural/Mining		
	k.	Sand mining(see also item (5)j)
	m.	Beekeeping; major use
(6) Recreational/Entertainment		
	e.	Miniature golf or putt-putt course
	i.	Commercial recreation; indoor and outdoor, not otherwise listed
	k.	Firearm ranges; indoor or outdoor
(7) Office/Financial/Medical		
	a.	Office; professional and business, not otherwise listed
(8) Services		
	a.	Child day care facilities
	b.	Adult day care facilities
	l.	Convention center; private
	o.	Church or place of worship (see also section 9-4-103)
	s(1).	Hotel, motel bed and breakfast inn; extended stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
(9) Repair		
	a.	Major repair; as an accessory or principal use
(10) Retail Trade		
	j.	Restaurant and/or dining and entertainment establishment; regulated outdoor activities
(11) Wholesale/Rental/Vehicle-Mobile Home Trade		
	g.	Mobile home sales including accessory mobile home office
(12) Construction - None		
(13) Transportation		
	c.	Taxi or limousine service
(14) Manufacturing/Warehousing		
	z.	Metallurgy, steel fabrication, welding
(15) Other Activities (not otherwise listed - all categories)		
	c.	Other activities; commercial services not otherwise listed
	e.	Other activities; industrial uses not otherwise listed

RESIDENTIAL DENSITY CHART

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

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

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

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

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

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

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

Street trees may count toward the minimum acreage.

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

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

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

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

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

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

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

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

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

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



City of Greenville, North Carolina

Meeting Date: 01/13/2022

Title of Item: Ordinance requested by Aston Alexander Properties, LLC et al to rezone a total of 66.878 acres located along the western right-of-way of Allen Road and adjacent to the Pitt County Landfill from RA20 (Residential-Agricultural) to CH (Heavy Commercial) for 6.677 acres and IU (Unoffensive Industry) for 60.201 acres

Explanation: **Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on December 7, 2021.

On-site sign(s) posted on December 7, 2021.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on December 28, 2021.

Public hearing legal advertisement published on January 1, 2022 and January 8, 2022.

Comprehensive Plan:

The Future Land Use and Character Map recommends industrial/logistics (IL) between Allen Road and the Southwest Bypass roughly between the CSX RR and Allen Ridge Subdivision. Further, the Future Land Use and Character recommends potential conservation/open space (PCOS) along Greens Mill Run.

Industrial/Logistics

Area characterized by warehouses and light manufacturing operations and related to office uses. It includes the Greenville Industrial Park, airport area, and Southwest Bypass Corridor.

Intent:

- Encourage expansion of light industrial, assembly and research uses
- Encourage the use of higher-quality building materials and landscaping for high-visible sites

Primary Uses:

Industrial

Light industrial

Research and assembly

Warehousing

Secondary Uses:
Office
Commercial

Potential Conservation/Open Space

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

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

Intent:

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

Thoroughfare/Traffic Report Summary (Engineering Department):

Based on possible use permitted by the requested rezoning, the proposed rezoning classification could generate 1,999 trips to and from the site on Allen Road, which is a net increase of 300 trips per day (over current zoning).

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

History/Background:

In 2001, the property was part of a large-scale extra-territorial jurisdiction (ETJ) extension and zoned to its current zoning.

Existing Land Uses:

Vacant

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

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

A portion of the property is located in the Special Flood Hazard Area. A Floodplain Development Permit and Erosion Control Plan will be required for impacts in the floodplain. Jurisdictional wetlands may exist on the property. Jurisdictional streams and riparian buffers do exist on the property.

Surrounding Land Uses and Zoning:

North: MRS: One (1) single-family residence (ABC Family, LLC Rezoning),
IU: Pitt County Landfill
South: RA20: IU: Woodridge Corporate Park
East: RA20: Five (5) single-family residences, CH - Mobile home park
West: IU: Woodridge Industrial Park

Density Estimates:

Tract 1

Acreage: 6.677

Current Zoning: RA20 (Residential-Agricultural)

Proposed Zoning: CH Heavy Commercial)

Under the current zoning, the site could accommodate 3-5 single-family lots.

Under the proposed zoning, the site could accommodate 35,000+/- square feet of commercial space consisting of retail (building materials) – 25,000+/- square feet and automotive repair – 10,000+/- square feet.

Tract 2

Acreage: 60.201

Current Zoning: RA20 (Residential-Agricultural)

Proposed Zoning: IU (Unoffensive Industry)

Under the current zoning, the site could accommodate 170-175 single-family lots.

Under the proposed zoning, the site could accommodate 480,000+/- square feet of industrial/commercial space consisting of 50,000+/- square feet of licensed contractor office (including supplies and equipment), 50,000+/- square feet of automotive recycling center, and 380,000+/- square feet of mini-storage.

The anticipated build-out is within 5-10 years.

Fiscal Note: No cost to the City.

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

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

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

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

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

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

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

ATTACHMENTS

-  [Ordinance_-_Aston_Alexander_Properties__LLC.pdf](#)
-  [Minutes - Aston_Alexander_Prop_.pdf](#)
-  [Aston Alexander APO.pdf](#)
-  [Astonmap.pdf](#)
-  [AstonTRAFRPTCASE21-16.pdf](#)
-  [List_of_usesRA20toCH,IU.pdf](#)
-  [Density and Veg Charts.pdf](#)

ORDINANCE NO. 22-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 6, Chapter 160D, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 13th day of January, 2022, at 6:00 p.m., conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

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

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

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

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

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

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

TO WIT: Aston Alexander Properties, LLC et al

LOCATION: Located along the western right-of-way of Allen Road and adjacent to Pitt County Landfill.

DESCRIPTION: Beginning at a point on the western right-of-way of NCSR 1203 (Allen Road), said point being the southeastern corner of the ABC Family, LLC Property as described in Deed Book 3454, page 735 of the Pitt County Register of Deeds. From the above-described beginning, so located, running thence as follows:

With the western right-of-way of NCSR 1203 (Allen Road), S 32°24'25" W 79.24', S 74°47'58" W 75.24', S 09°19'20" W 129.37', and S 32°24'26" W 64.75', thence leaving the western right-of-way of NCSR 1203 (Allen Road), N 57°25'32" W 233.33', thence S 31°40'55" W 112.42', thence S 58°45'19" E 232.21' to a point on the western right-of-way of NCSR 1203 (Allen Road), thence with the western right-of-way of NCSR 1203 (Allen Road), S 32°25'45" W 67.25' and N 57°48'38" W 13.23', thence leaving the western right-of-way of NCSR 1203 (Allen Road), N 57°40'09" W 383.70', thence S 33°19'37" W 240.72', thence S 56°28'19" E 270.21', thence S 33°58'43" W 112.83', thence N 56°01'35" W 48.81', thence S 31°06'48" W 311.41', thence N 46°55'04" W 20.59', thence N 71°35'36" W 160.20', thence N 78°10'58" W 46.32', thence N 78°10'53" W 14.92', thence N 72°17'56" W 24.89', thence N 33°55'22" E 1,223.01', thence S 57°56'06" E 400.00' to the point of beginning containing 6.677 acres and being a portion of the property described in Deed Book N-50, Page 721 of the Pitt County Register of Deeds.

Section 2. That the following described territory is rezoned from RA20 (Residential-Agricultural) to IU (Unoffensive Industry).

TO WIT: Aston Alexander Properties, LLC et al

LOCATION: Located west of Allen Road and adjacent to Pitt County Landfill.

DESCRIPTION: Beginning at a point on the southern line of the ABC Family, LLC Property as described in Deed Book 3454, Page 735 of the Pitt County Register of Deeds, said point being located N 57°56'06" W 400.00' from a point on the western right-of-way of NCSR 1203 (Allen Road), said point being the southeastern corner of said ABC Family, LLC Property. From the above-described beginning, so located, running thence as follows:

Leaving the southern line of referenced ABC Family, LLC Property, S 33°55'22" W 1,223.01', thence N 72°17'56" W 33.98', thence N 55°28'49" W 27.77', thence N 59°27'03" W 126.89', thence N 66°47'12" W 36.35', thence N 89°45'37" W 30.07', thence N 67°01'53" W 88.15', thence S 60°48'21" W 14.64', thence N 66°54'16" W 14.65', thence N 74°33'57" W 35.83', thence N 38°44'14" W 68.12', thence N 57°59'15" W 44.14', thence N 85°57'04" W 81.60', thence N 74°47'39" W 53.58', thence N 54°34'30" W 43.43', thence N 41°58'49" W 27.24', thence N 86°10'22" W 26.10', thence N 58°22'48" W 24.02', thence N 35°05'48" W 48.47', thence N 85°02'59" W 30.49', thence S 81°48'37" W 47.77', thence N 41°33'17" W 37.84', thence S 85°57'19" W 21.08', thence N 66°05'34" W 35.49', thence S 77°43'12" W 17.88', thence N 48°30'19" W 69.49', thence N 61°51'39" W 48.30', thence N 38°34'10" W 72.82', thence N 68°40'55" W 63.31', thence N 21°03'43" W 40.97', thence N 29°24'42" W 14.32', thence N 56°15'49" W 45.89', thence S 62°30'44" W 61.97', thence S 80°58'43" W 36.39', thence N

43°17'42" W 55.98', thence N 84°30'06" W 34.66', thence N 34°04'19" W 27.77', thence N 71°13'08" W 20.16', thence S 86°28'56" W 23.09', thence N 48°35'54" W 38.81', thence N 19°03'59" W 27.77', thence N 60°52'52" W 36.70', thence S 77°39'47" W 14.13', thence N 50°20'04" W 54.38', thence S 66°17'56" W 50.56', thence N 63°08'24" W 21.23', thence N 37°31'05" W 15.81', thence N 79°47'37" W 25.22', thence N 55°57'38" W 44.62', thence N 00°53'49" W 30.06', thence N 27°44'57" W 19.26', thence N 57°58'44" W 22.09', thence N 33°22'46" W 59.75', thence N 53°20'49" W 29.77', thence N 35°03'07" E 313.52', thence N 11°18'05" E 396.75', thence N 06°34'06" E 142.37', thence N 66°41'29" E 13.46', thence N 76°37'36" E 525.22', thence N 53°16'11" E 66.10', thence N 50°02'13" E 235.46', thence S 74°44'03" E 225.08', thence S 13°43'26" E 400.84', thence S 73°49'11" E 367.76', thence S 58°06'58" E 144.83', thence S 57°56'06" E 679.63' to the point of beginning containing 60.201 acres and being a portion of the property described in Deed Book N-50, Page 721 of the Pitt County Register of Deeds.

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

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

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

ADOPTED this 13th day of January, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1157350

Excerpt from the draft Planning & Zoning Commission Minutes (12/21/21)

Staff made one presentation for both the ABC Family Properties, LLC and Aston Alexander Properties, LLC requests because the properties are adjacent to one another. However, two public hearings were held.

REQUEST BY ASTON ALEXANDER PROPERTIES, LLC ET AL TO REZONE A TOTAL OF 66.878 ACRES LOCATED ALONG THE WESTERN RIGHT-OF-WAY OF ALLEN ROAD AND ADJACENT TO THE PITT COUNTY LANDFILL FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO CH (HEAVY COMMERCIAL) FOR 6.677 ACRES AND IU (UNOFFENSIVE INDUSTRY) FOR 60.201 ACRES.

Staff is going to make one presentation since the properties are adjacent. To summarize both of these requests, there will be Heavy Commercial along Allen Road and Unoffensive Industry towards the back of the properties adjacent to the Pitt County Landfill. Both of the properties are impacted by Greens Mill Run and are located in the 25-year watershed. The Aston Alexander property is impacted by the flood hazard area and flood way. A flood development permit and no-rise certification will be required. There are jurisdictional streams and buffers and potential wetlands on the property. At full buildout, there will be a net increase of almost 900 trips per day with both requests combined. Due to the size of the properties, it will be a 5 to 10 year build-out. Under the current zoning, ABC Family Properties, LLC Tract 1 would yield 8 single-family lots and under the requested zoning yield 2,800 square feet of commercial space. Under the current zoning, Tract 2 would yield 50 single-family lots and under the requested zoning yield 165,000 square feet of commercial space. Under the current zoning, Aston Alexander Tract Properties, LLC Tract 1 would yield 3 single-family lots and under the requested zoning yield about 35,000 square feet of commercial. Tract 2 would yield about 170 single-family lots and under the requested zoning yield 480,000 square feet of commercial space. The anticipated uses include mini storage, contractor offices, building supply sales and possibly automotive repair. In staff's opinion, both requests are in compliance with the Horizons 2026: Greenville's Community Plan and Future Land Use Map. Therefore, staff recommends approval of the request.

Chairman Faison opened the public hearing.

Mike Baldwin, Baldwin Design Consultants, spoke in favor. He stated it seems logical to have commercial at the front of the property. The goal of this request was to set a commercial corridor up along the left side and then towards the East side of Allen Road there would be high density uses. That is the transitional zoning that is seen on Horizons and Land Use Map. There will not be a significant traffic increase. This type of use is best fitted beside the landfill instead of a residential use.

No one else spoke in favor.

No one spoke in opposition.

Clerk Taylor Bland read Robert O'Neal's written comment "I just think with all the homes around here and all the homes that the planning and zoning has already approved to be built that the planning and zoning should protect the home owners that are already living here and the future home owners that homes have not been built yet. It's my understanding that planning and zoning is to help control that IU don't need to be next to a Residential home. That's like me going to you and asking you for permission to build a house next to Glaxo-Welcome. That's not gonna happen but you will pull out you next to residential homes."

Chairman Faison closed the public hearing.

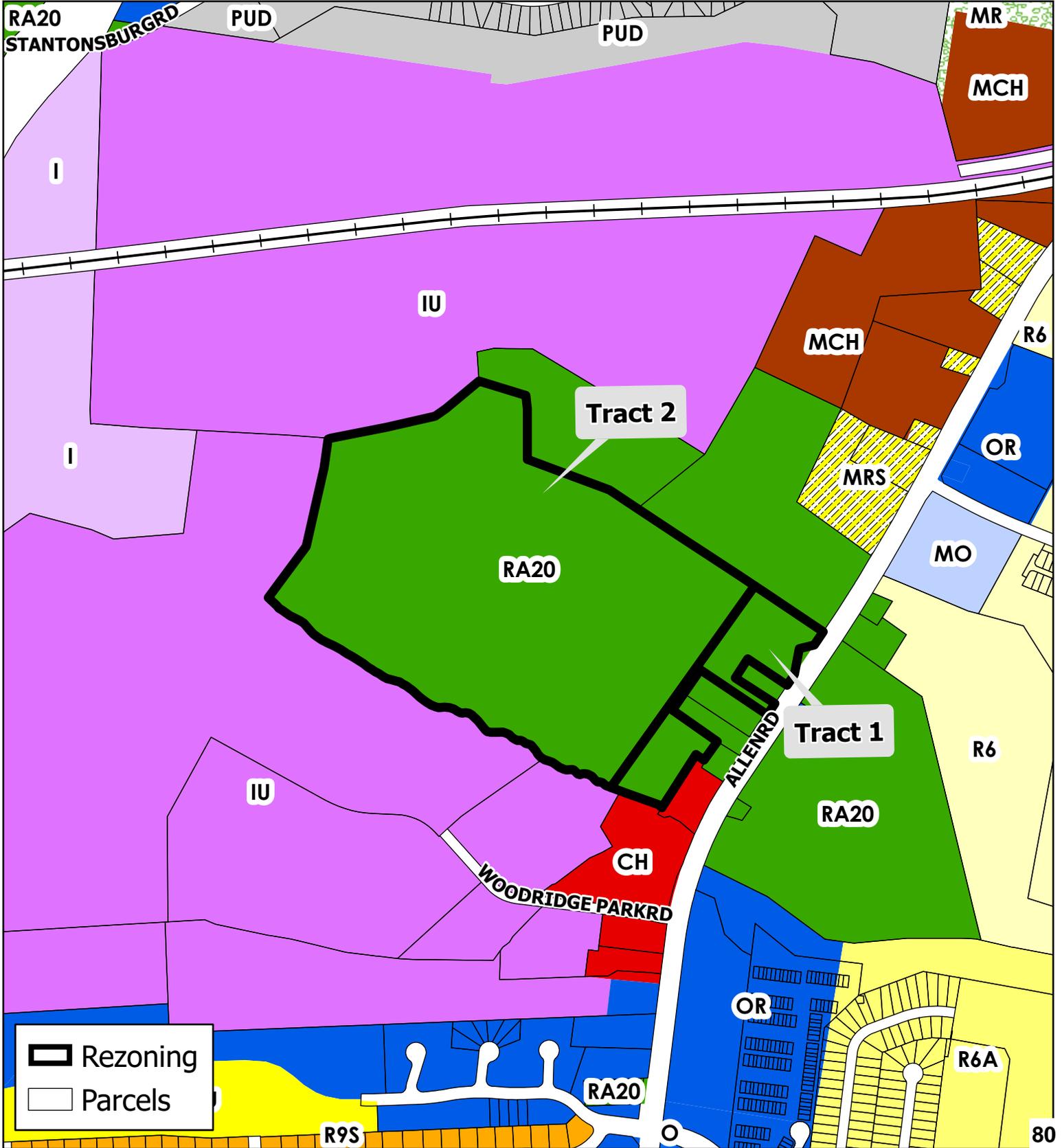
Motion made by Mr. Robinson, seconded by Mr. Guth, to recommend approval of the proposed amendment, to advise that it is consistent with the comprehensive plan and to adopt the staff report which addresses plan consistency. Motion passed 5 to 1. Voting in opposition: Maxwell.

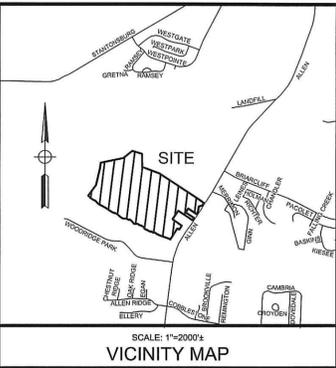
Map 2 Aston Alexander Properties, LLC et al

Tract 1	Tract 2
From: RA-20	From: RA-20
To: CH	To: IU
Acres: 6.677	Acres: 60.201

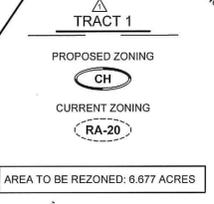
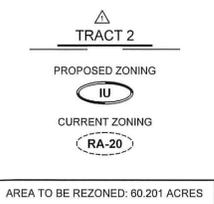
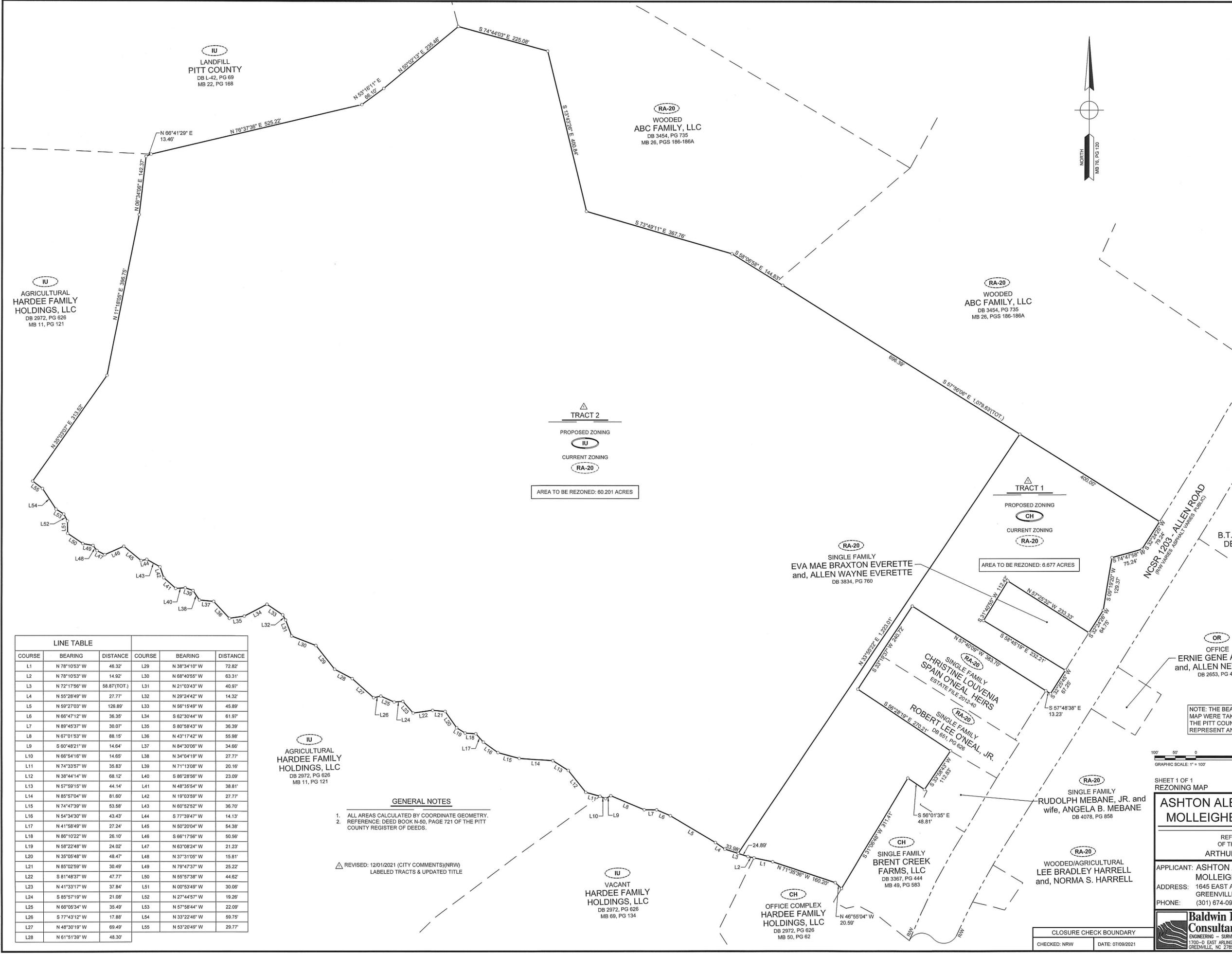
Total Acres: 66.878
December 7th, 2021

0 0.04 0.08 0.16 Miles



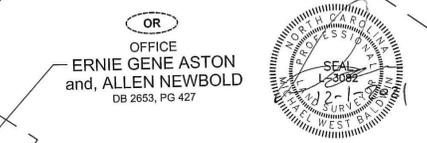


- LEGEND**
- R/W = RIGHT-OF-WAY
 - B/B = BACK OF CURB TO BACK OF CURB
 - EIP = EXISTING IRON PIPE
 - SIP = SET IRON PIPE
 - ECM = EXISTING CONCRETE MONUMENT
 - EPKN = EXISTING PARKER KALON NAIL
 - SPKN = SET PARKER KALON NAIL
 - R = RADIUS
 - CH = CHORD
 - C/L = CENTERLINE
 - - - = NOT TO SCALE

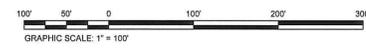


LINE TABLE					
COURSE	BEARING	DISTANCE	COURSE	BEARING	DISTANCE
L1	N 78°10'53" W	46.32'	L29	N 38°34'10" W	72.82'
L2	N 78°10'53" W	14.92'	L30	N 68°40'55" W	63.31'
L3	N 72°17'56" W	58.87'(TOT.)	L31	N 21°03'43" W	40.97'
L4	N 55°28'49" W	27.77'	L32	N 29°24'42" W	14.32'
L5	N 59°27'03" W	126.89'	L33	N 56°15'49" W	45.89'
L6	N 66°47'12" W	36.35'	L34	S 62°30'44" W	61.97'
L7	N 89°45'37" W	30.07'	L35	S 80°58'43" W	36.39'
L8	N 67°01'53" W	88.15'	L36	N 43°17'42" W	55.98'
L9	S 60°48'21" W	14.64'	L37	N 84°30'05" W	34.66'
L10	N 66°54'16" W	14.65'	L38	N 34°04'19" W	27.77'
L11	N 74°33'57" W	35.83'	L39	N 71°13'08" W	20.16'
L12	N 38°44'14" W	68.12'	L40	S 86°28'56" W	23.09'
L13	N 57°59'15" W	44.14'	L41	N 48°35'54" W	38.81'
L14	N 85°57'04" W	81.60'	L42	N 19°03'59" W	27.77'
L15	N 74°47'39" W	53.58'	L43	N 60°52'52" W	36.70'
L16	N 54°34'30" W	43.43'	L44	S 77°39'47" W	14.13'
L17	N 41°58'49" W	27.24'	L45	N 50°20'04" W	54.38'
L18	N 80°10'22" W	26.10'	L46	S 66°17'56" W	50.56'
L19	N 58°22'48" W	24.02'	L47	N 63°08'24" W	21.23'
L20	N 35°05'46" W	48.47'	L48	N 37°31'05" W	15.81'
L21	N 85°02'59" W	30.49'	L49	N 79°47'37" W	25.22'
L22	S 81°48'37" W	47.77'	L50	N 55°57'38" W	44.62'
L23	N 41°33'17" W	37.84'	L51	N 00°53'49" W	30.06'
L24	S 85°57'19" W	21.06'	L52	N 27°44'57" W	19.26'
L25	N 66°05'34" W	35.49'	L53	N 57°58'44" W	22.09'
L26	S 77°43'12" W	17.88'	L54	N 33°22'46" W	59.75'
L27	N 48°30'19" W	69.49'	L55	N 53°20'49" W	29.77'
L28	N 61°51'39" W	48.30'			

- GENERAL NOTES**
- ALL AREAS CALCULATED BY COORDINATE GEOMETRY. REFERENCE: DEED BOOK N-50, PAGE 721 OF THE PITT COUNTY REGISTER OF DEEDS.
 - REVISED: 12/01/2021 (CITY COMMENTS)(NRW) LABELED TRACTS & UPDATED TITLE



NOTE: THE BEARINGS AND DISTANCES SHOWN ON THIS MAP WERE TAKEN FROM INFORMATION PROVIDED BY THE PITT COUNTY OPIS WEBSITE AND DOES NOT REPRESENT AN ACTUAL SURVEY BY THIS FIRM.



SHEET 1 OF 1 REZONING MAP TAX PARCEL #09986 TAX MAP #4667-53-6816

ASHTON ALEXANDER PROPERTIES, LLC
MOLLEIGHBROOKE PROPERTIES, LLC

REFERENCE: DEED BOOK N-50, PAGE 721 OF THE PITT COUNTY REGISTER OF DEEDS
 ARTHUR TOWNSHIP, PITT COUNTY, N.C.

APPLICANT: ASHTON ALEXANDER PROPERTIES, LLC
 MOLLEIGHBROOKE PROPERTIES, LLC
 ADDRESS: 1645 EAST ARLINGTON BOULEVARD
 GREENVILLE, NC 27858
 PHONE: (301) 674-0977

	LICENSE# C-3498	SURVEYED: N/A	APPROVED: MWB
	ENGINEERING - SURVEYING - PLANNING 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858 252.756.1390	DRAWN: NRW	DATE: 11/18/2021
CHECKED: NRW		DATE: 07/09/2021	CHECKED: MWB
SCALE: 1" = 100'			

Y:\DRAWINGS\21-086-ANDREWS-REZONING\REZONING MAP.dwg Wed, Dec 01, 2021 - 12:25pm RWELLS

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 21-16

Applicant: Aston Alexander Properties, LLC and Molleighbrooke Properties, LLC

Property Information

Current Zoning: Tract 1: RA20 (Residential-Agricultural)
Tract 2: RA20 (Residential-Agricultural)

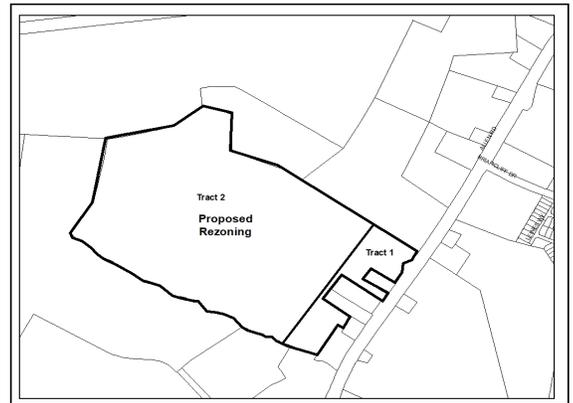
Proposed Zoning: Tract 1: CH (Heavy Commercial)
Tract 2: IU (Unoffensive Industry)

Current Acreage: Tract 1: 6.677 acres
Tract 2: 60.201 acres

Location: Allen Road, across from Briarcliff Drive

Points of Access: Allen Road

Location Map



Transportation Background Information

1.) Allen Rd- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	3-lane, paved shoulders	4 lane divided with grass median
Right of way width (ft)	60	110
Speed Limit (mph)	50	
Current ADT:	17,510 (*)	
Design ADT:	15,750 vehicles/day (**)	41,800 vehicles/day (**)
Controlled Access	No	
Thoroughfare Plan Status	Major Thoroughfare	
Other Information: There are no sidewalks along Allen Rd that service this property.		

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

Transportation Improvement Program Status: U-5875 - Widen approximately 2.3 miles of Allen Road from two lanes to a four-lane, median-divided roadway from Stantonsburg Road to Dickinson Avenue Extension (U.S. 13) in Greenville.

Trips generated by proposed use/change

Current Zoning: 1,699 -vehicle trips/day (*) **Proposed Zoning:** 1,999 -vehicle trips/day (*)

Estimated Net Change: increase of 300 vehicle trips/day (assumes full-build out)

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

Impact on Existing Roads

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

1.) Allen Rd , North of Site (50%): **“No build” ADT of 17,510**

Estimated ADT with Proposed Zoning (full build) – 18,510
Estimated ADT with Current Zoning (full build) – 18,360
Net ADT change = 150 (<1% increase)

2.) Allen Rd , South of Site (50%): "No build" ADT of 17,510

Estimated ADT with Proposed Zoning (full build) – 18,510

Estimated ADT with Current Zoning (full build) – 18,360

Net ADT change = 150 (<1% increase)

Staff Findings/Recommendations

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 1999 trips to and from the site on Allen Rd, which is a net increase of 300 additional trips per day (over current zoning).

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

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

	a.	Home occupation; not otherwise listed
	b.	Home occupation; barber and beauty shop
	c.	Home occupation; manicure, pedicure or facial salon
(4) Governmental		
	a.	Public utility building or use
(5) Agricultural/Mining		
	b.	Greenhouse or plant nursery; including accessory sales
	m.	Beekeeping; major use
	n.	Solar energy facility
(6) Recreational/Entertainment		
	a.	Golf course; 18-hole regulation length (see also section 9-4-103)
	a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
	c(1).	Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None		
(8) Services		
	a.	Child day care facilities
	b.	Adult day care facilities
	d.	Cemetery
	g.	School; junior and senior high (see also section 9-4-103)
	h.	School; elementary (see also section 9-4-103)
	i.	School; nursery and kindergarten (see also section 9-4-103)
(9) Repair - None		
(10) Retail Trade - None		
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None		
(12) Construction - None		
(13) Transportation - None		
(14) Manufacturing/Warehousing - None		
(15) Other Activities (not otherwise listed - all categories) - None		
PROPOSED ZONING		
CH (HEAVY COMMERCIAL) - PERMITTED USES		
(1) General		
	a.	Accessory use or building
	b.	Internal service facilities
	c.	On-premise signs per Article N
	d.	Off-premise signs per Article N
	e.	Temporary uses; of listed district uses
	f.	Retail sales; incidental
	g.	Incidental assembly of products sold at retail or wholesale as an accessory to principal uses
(2) Residential - None		
(3) Home Occupations - None		
(4) Governmental		
	a.	Public utility building or use
	b.	City of Greenville municipal government building or use (see also section 9-4-103)
	c.	County or state government building or use not otherwise listed; excluding outside storage and major or minor repair

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

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

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

k. Sandmining

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

f.	Retail sales; incidental
g.	Incidental assembly of products sold at retail or wholesale as an accessory to principal uses
(2) Residential - None	
(3) Home Occupations - None	
(4) Governmental	
a.	Public utility building or use
b.	City of Greenville municipal government building or use (see also section 9-4-103)
c.	County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
d.	Federal government building or use
e.	County government operation center
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
b.	Greenhouse or plant nursery; including accessory sales
d.	Farmers market
e.	Kennel (see also section 9-4-103)
f.	Stable; horse only (see also section 9-4-103)
g.	Stable; per definition (see also section 9-4-103)
h.	Animal boarding not otherwise listed; outside facility, as an accessory or principal use
i.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
g.	Private noncommercial park or recreational facility
m(1).	Dining and entertainment establishment (see also section 9-4-103)
p.	Circus, carnival, or fair
(7) Office/Financial/Medical	
b.	Operation/processing center
c.	Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
f.	stable)
g.	Catalogue processing center
(8) Services	
n.	Auditorium
s.	Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
y.	TV and/or radio broadcast facilities, including receiving and transmission equipment and towers or cellular telephone and wireless communication towers
y(4)	Distributed Antenna System (See also 9-4-103 (Q))
z.	Printing or publishing service including graphic art, maps, newspapers, magazines and books
aa.	Catering service including food preparation (see also restaurant; conventional and fast food)
bb.	Civic organizations
gg.	Vocational rehabilitation center
mm.	Commercial laundries; linen supply
nn.	Industrial laundries

(9) Repair	
	b. Minor repair; as an accessory or principal use
	c. Upholsterer; automobile, truck, boat, or other vehicle, trailer or van
	d. Upholsterer; furniture
	f. Appliance; household and office equipment repair
	h. Appliance; commercial and industrial equipment repair not otherwise listed
(10) Retail Trade	
	b. Gasoline or automotive fuel sales; accessory or principal use, retail
	h. Restaurant; conventional
	i. Restaurant; fast food
	cc. Farm supply and commercial implement sales
(11) Wholesale/Rental/Vehicle-Mobile Home Trade	
	a. Wholesale; durable and nondurable goods, not otherwise listed
	d. Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
	e. Rental of tractors and/or trailers, or other commercial or industrial vehicles or machinery
(12) Construction	
	b. Licensed contractor; general electrical, plumbing, mechanical, etc... including outside storage
	c. Construction office; temporary, including modular office (see also section 9-4-103)
	d. Building supply; lumber and materials sales, plumbing and/or electrical supply including outdoor sales
(13) Transportation	
	a. Railroad freight or distribution and/or passenger station
	d. Truck terminal or distribution center
	e. Parcel delivery service
	f. Ambulance service
	g. Airport and related activities; private
	h. Parking lot or structure; principal use
(14) Manufacturing/Warehousing	
	a. Ice plant and freezer lockers
	b. Dairy; production, storage, and shipment facilities
	c. Bakery; production, storage, and shipment facilities
	d. Stone or monument cutting, engraving
	g. Cabinet, woodwork or frame shop; excluding furniture manufacturing or upholstery
	h. Engraving; metal, glass or wood
	j. Moving and storage; including outside storage
	k. Mini-storage warehouse, household; excluding outside storage
	l. Warehouse or mini-storage warehouse, commercial or industrial; including outside storage
	m. Warehouse; accessory to approved commercial or industrial uses within the district; excluding outside storage
	o. Feed and grain elevator, mixing, redrying, storage or sales facility
	p. Tobacco redrying or processing plant
	s. Manufacture of nonhazardous products; general, including nonhazardous and nontoxic chemicals and/or materials not otherwise listed
	t. Manufacture of nonhazardous medical supplies or medical products, including distribution
	u. Tire recapping or retreading plant
	v. Bottling or packing plant for nonhazardous materials or products

y.	Recycling collection station or facilities
cc.	Manufacture of pharmaceutical, biological, botanical, medicinal, and cosmetic products, and related materials
(15) Other Activities (not otherwise listed - all categories) - None	
IU (UNOFFENSIVE INDUSTRY) - SPECIAL USES	
(1) General - None	
(2) Residential	
i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
j.	Residential quarters for resident manager, supervisor or caretaker; including mobile home
o.	Nursing, convalescent or maternity home; major care facility
(3) Home Occupations - None	
(4) Governmental - None	
(5) Agricultural/Mining	
k.	Sand mining(see also item (5)j)
m.	Beekeeping; major use
(6) Recreational/Entertainment	
e.	Miniature golf or putt-putt course
i.	Commercial recreation; indoor and outdoor, not otherwise listed
k.	Firearm ranges; indoor or outdoor
(7) Office/Financial/Medical	
a.	Office; professional and business, not otherwise listed
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
l.	Convention center; private
o.	Church or place of worship (see also section 9-4-103)
s(1).	Hotel, motel bed and breakfast inn; extended stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
(9) Repair	
a.	Major repair; as an accessory or principal use
(10) Retail Trade	
j.	Restaurant and/or dining and entertainment establishment; regulated outdoor activities
(11) Wholesale/Rental/Vehicle-Mobile Home Trade	
g.	Mobile home sales including accessory mobile home office
(12) Construction - None	
(13) Transportation	
c.	Taxi or limousine service
(14) Manufacturing/Warehousing	
z.	Metallurgy, steel fabrication, welding
(15) Other Activities (not otherwise listed - all categories)	
c.	Other activities; commercial services not otherwise listed
e.	Other activities; industrial uses not otherwise listed

RESIDENTIAL DENSITY CHART

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

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

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

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

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

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

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

Street trees may count toward the minimum acreage.

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

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

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

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

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

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

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

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

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

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



City of Greenville, North Carolina

Meeting Date: 01/13/2022

Title of Item: Ordinance requested by Reggie Spain Housing, LLC to amend the Future Land Use and Character Map for 50 acres located along the northern right-of-way of Frog Level Road and adjacent to Teakwood Green Subdivision from commercial (C) and potential conservation/open space (PCOS) to residential, low-medium density (LMDR)

Explanation: **Comprehensive Plan:**

Currently, this property is located in Pitt County's Jurisdiction. It is anticipated that the property owner would submit a voluntary annexation petition and rezoning application to the City of Greenville in order to get sanitary sewer service.

When property is requested to be rezoned, staff relies on Horizons: Greenville's Community Plan and the Future Land Use and Character Map as a basis for staff's opinion. This is a request to amend the City's Future Land Use and Character Map to designate the future land use for the subject property.

The Future Land Use Plan Map recommends commercial along the northern right-of-way of Frog Level Road between Dickinson Avenue and the Southwest Bypass transitioning to PCOS to act as a buffer to the residential, low-medium density to the north.

Current Land Use Category

Commercial (Greenville)

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

Intent:

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

Primary uses:
Commercial (small and large format)
Office

Secondary uses:
Institutional/civic

Potential Conservation/Open Space

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

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

Intent:

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

Proposed Land Use Category:

Residential, Low-Medium Density

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

Intent:

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

Primary uses:

Single-family detached residential

Secondary uses:

Two-family residential

Institutional/civic (neighborhood scale)

Current Conditions:

Currently, the property is woodlands and is zoned Rural Residential (Pitt County's Jurisdiction)

Thoroughfare/Traffic Report Summary (Engineering Department):

Since the traffic impact analysis for the requested land use category indicates that the proposal would generate less traffic than the existing land use category, a traffic volume report was not generated.

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

Density:

Under the current categories, the site could accommodate 480,000+/- square feet of commercial space consisting of retail (building materials) – 100,000 square feet, licensed contractor office (including supplies and equipment) – 50,000 square feet, general office - 50,000 square feet, and mini-storage – 280,000 square feet.

Under the proposed category, the site could accommodate 140-150 single-family lots.

The anticipated build-out is within 5-7 years.

History:

On September 8, 2016, the City Council adopted Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

During 2015-2016, the Comprehensive Plan Committee (CPC) held nine meetings to update Horizons: Greenville's Comprehensive Plan. The CPC was comprised of representatives from eight city boards and/or commissions along with invited representation from East Carolina University, Vidant Medical Center, Uptown Greenville, the Home Builders Association, Pitt County Committee of 100, Greenville-Pitt County Chamber of Commerce, and Mayor and City Council Member appointees.

In addition to attendance by the appointed 24 CPC members, Community Partners were also invited to all Committee meetings to review drafts and provide input throughout development of the plan. The Community Partners invited to participate included representatives from various City of Greenville departments, the Town of Winterville, Pitt County Government (Planning Department), Pitt County Schools, Greenville Utilities Commission, and NCDOT. Presentations and summaries from the CPC meetings were posted online following each meeting at the project website.

In addition to these meetings, two open houses were held at the Convention Center and a 2-day workshop was held at the Willis Building.

All meetings, workshops, open houses, and public hearings were advertised in The Daily Reflector. All information related to CPC meetings was posted on the City's website.

The Horizons 2026 update was an important opportunity to study current trends and conditions, re-evaluate the community's priorities, and create a renewed vision for Greenville.

The comprehensive plan serves as a tool that expresses the values, aspirations, and vision of the community, along with goals, policies, and strategies to achieve that vision. It sets forth long-range planning in categories including transportation, housing, environment, and economic development, and weaves these elements through thematic topics.

Horizons 2009-2010 is the City's previous comprehensive plan, and prior plans were adopted in 2004, 1997, and 1992. There are several reasons the Horizons 2010 plan needed to be updated, including:

- Many of the action items have been accomplished;
- The population has grown and changed, resulting in new needs and demands; Local, regional, national, and global changes have resulted in a new social,

economic, and environmental context; and

•New research and information have expanded the knowledge and thinking about community planning best practices.

During the November 16, 2015 and January 26, 2016 CPC meetings and the 2-day workshop, the draft Future Land Use and Character Map was specifically discussed.

At the 2-day workshop on November 4 and 5, 2015, the draft Future Land Use and Character Maps were presented to gather ideas, input, and comments from all interested parties.

At the January 25, 2016 CPC meeting, the principles discussed related to the draft Future Land Use and Character map were:

1. Infill and redevelopment are priorities
2. Quality design
3. Greater intensity of development in some locations
4. Create well-connected places
5. A vibrant Uptown
6. Create neighborhoods, maintain established ones
7. Protect natural features/amenities
8. Sustainable development practices

Similarities to the past plan:

1. Reduce "strip commercialization" emphasize nodal development
2. Incorporate mixed uses
3. Promote inter-connectivity
4. Create walkable (human-scale) developments

In conclusion, the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map are the result of a year-long process of CPC meetings, workshops, and open houses.

A public meeting was held by the Planning and Zoning Commission, and a public hearing was held by City Council.

On August 8, 2016, the Comprehensive Plan Committee voted unanimously to endorse the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

On August 16, 2016 the Planning and Zoning Commission voted unanimously to recommend approval of the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

On September 8, 2016, the City Council voted unanimously to approve the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

Fiscal Note:

No cost to the City.

Recommendation: One of the guiding principles of the Comprehensive Plan Committee (CPC) was "sustainable development practices". On the current Future Land Use Plan Map, the properties to the east, west and south are recommended for commercial and/or industrial zoning. There is concern that the subject property could potentially have commercial and/or industrial development on three (3) sides of the property. Staff is of the opinion that this request is not conducive for sustainable development practices, does not promote the desired urban form nor is it desirable and in the public interest.

In staff's opinion, the proposed Future Land Use and Character Map amendment does not fulfill the principles that guided the Comprehensive Plan Committee (CPC) and does not promote the desired urban form. Therefore, staff recommends denial.

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

ATTACHMENTS

-  [Ordinance_-_FLUM_Reggie_Spain.pdf](#)
-  [Minutes - Reggie Spain_FLUP.pdf](#)
-  [Reggie Spain Homes LLCAPO.pdf](#)

ORDINANCE NO. 22-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
AMENDING HORIZONS 2026: GREENVILLE'S COMMUNITY PLAN

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, 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 13th day of January, 2022, at 6:00 p.m., conduct a public hearing on the adoption of an ordinance amending the Future Land Use and Character Map for the following described territory;

WHEREAS, the Horizons 2026: Greenville's Community Plan was adopted on September 8, 2016, by the City Council by the adoption of Ordinance No. 16-055 and includes text and a Future Land Use and Character Map;

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

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Greenville have reviewed the proposed amendment to the Future Land Use and Character Map and a public hearing has been held to solicit public comment.

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

Section 1. The Future Land Use and Character Map is hereby amended by designating the subject property from commercial (C) and potential conservation/open space (PCOS) to residential, low-medium density (LMDR) for 50+/- acres located along the northern right-of-way of Frog Level Road and adjacent to Teakwood Green Subdivision.

GENERAL DESCRIPTION:

Lying and being situated in Arthur Township and being more particularly described as follows:

Beginning at an existing iron pipe at the southwest corner of Lot 15 Oxford Park Section One, Phase Two recorded in Map Book 37, Page 175 of the Pitt County Registry having NC Grid Coordinates N 667869.54 and E 2461556.22; thence with the northern right of way line of NCSR 1127 – Frog Level Road N 50-41-04 W, 1,331.36 feet to an iron pipe set in the right of way line of NCSR 1127, thence continuing with said northern right of way line N 51-15-29 W, 121.31 feet to an iron pipe set, said iron pipe being in the northern right of way line of NCSR 127 – Frog Level Road and also being the southeast corner of the now or formerly Lever and Russell Real Estate, LLC property recorded in Deed Book 3665, Page 797 of the Pitt County Registry; thence leaving the NCSR 1127 – Frog Level Road right of way and with the eastern line of the Lever and Russell Real Estate, LLC property N 01-59-34 E, 78.93 feet to an existing iron pipe; thence continuing

along said line N 01-59-34 E, 1,111.96 feet to an existing axle, said axle being the southeast corner of the now or formerly Wyatt Livingstone Brown, Jr. property; thence continuing with the eastern line of the Wyatt Livingstone Brown, Jr. property N 01-59-34 E, 462.44 feet to an existing iron pipe, said iron pipe being the southwest corner of Lot 18 Teakwood Green Subdivision Phase II recorded in Map Book 80, Page 121 of the Pitt County Registry; thence cornering and with the southern line of Teakwood Green Subdivision Phase II and Teakwood Green Subdivision Phase One recorded in Map Book 72, Page 181 of the Pitt County Registry N 85-58-34 E, 1,012.42 feet to a point in the southern line of Lot 8, Teakwood Green Subdivision Phase One, said point being the northwest corner of the now or formerly A&M Development of Pitt County, LLC property recorded in Deed Book 2851, Page 15 of the Pitt County Registry; thence leaving the southern line of Teakwood Green Subdivision Phase One and with the western line of the A&M Development of Pitt County, LLC property S 01-14-47 E, 33.09 feet to an in-line existing iron pipe; thence S 01-14-47 E, 1,842.65 feet to an existing iron pipe, said iron pipe being the northwest corner of Lot 3 Oxford Park Section Four, Phase 1-A recorded in Map Book 74, Page 184 of the Pitt County Registry; thence continuing with the western line of Lot 3 Oxford Park Section Four, Phase 1-A S 01-13-33 E, 110.42 feet to an existing iron pipe, said iron pipe being the northwest corner of Lot 15 Oxford Park Section One, Phase Two recorded in Map Book 37, Page 175 of the Pitt County Registry; thence with the western line of Lot 15 Oxford Park Section One, Phase Two S 01-13-33 E, 657.28 feet to the point of beginning and containing 50 acres more or less.

Section 2. That the Director of Planning and Development Services is directed to amend the Future Land Use and Character Map of the City of Greenville in accordance with this ordinance.

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

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

ADOPTED this 13th day of January, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

Doc. # 1157346

Excerpt from the draft Planning & Zoning Commission Minutes (12/21/21)

REQUEST BY REGGIE SPAIN HOUSING, LLC TO AMEND THE FUTURE LAND USE AND CHARACTER MAP FOR 50 ACRES LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF FROG LEVEL ROAD AND ADJACENT TO TEAKWOOD GREEN SUBDIVISION FROM COMMERCIAL (C) AND POTENTIAL CONSERVATION/OPEN SPACE (PCOS) TO RESIDENTIAL, LOW-MEDIUM DENSITY (LMDR).

Chantae Gooby presented for staff. The property is currently in Pitt County's Jurisdiction. If approved, staff would anticipate an annexation and rezoning request. There is commercial zoning on the east and west and residential to the north. Currently, the property is zoned RR (Rural Residential) and can be developed as single-family. However the minimum lot size under the county is almost double of the minimum lot size of the anticipated city zoning. The Future Land Use Plan recommends commercial zoning for the property. The request is for LMDR (Residential, Low-Medium Density) which is the same land use category to the north. One of the guiding principles of the Comprehensive Plan Committee was "Sustainable development practices". On the current Future Land Use plan the properties to the east, west and south are recommended for commercial and/or industrial zoning. There is concern that the subject property could potentially have commercial and/or industrial development on three sides of the property. Staff is of the opinion that this request is not conducive for sustainable development practices, does not promote the desired urban form or is it desirable and in the public interest. Therefore, staff recommends denial.

Mr. Overton stated he understands the concerns about the commercial but all the land to the north looks to be all residential.

Ms. Gooby stated there is a stubout in Teakwood Green that was provided so anything that is developed will tie into the subdivision.

Chairman Faison opened the public hearing.

Bryan Fagundus, Ark Consulting Group, spoke in favor. There is a stub coming out of Teakwood Green that would connect to this property. In the context of where things are surrounding this property, it seems to make a lot of sense for this property to be residential.

No one else spoke in favor.

No one spoke in opposition.

Chairman Faison closed the public hearing.

Motion made by Mr. Overton, seconded by Mr. Parker, to approve. Motion passed 5 to 1. Voting in opposition: Maxwell

Reggie Spain Homes, LLC

From: C & PCOS

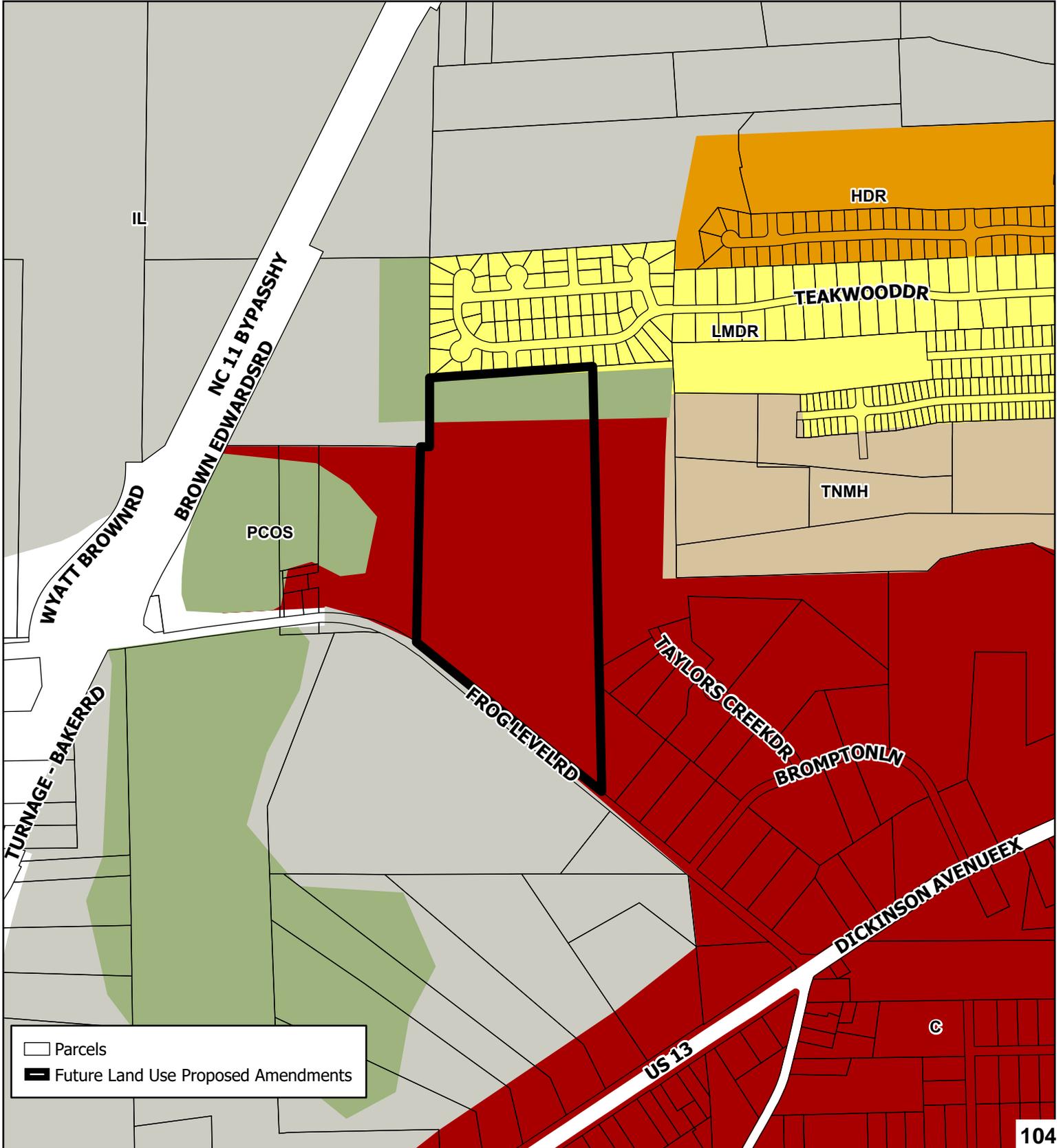
To: LMDR

Acres: 50

December 7th, 2021



0 0.05 0.1 0.2 Miles





City of Greenville, North Carolina

Meeting Date: 01/13/2022

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

Explanation: Over time certain changes to the zoning ordinance have become necessary as matters of housekeeping either due to changes in policy or to correct oversights from past amendments. This amendment contains five (5) items:

Item 1: Amend the standards for "shelter for homeless or abused persons" as follows:

Section 9-4-86

(AA) Shelter for homeless or abused persons.

(1) The minimum lot size shall be 15,000 square feet.

(2) Maximum occupancy shall be in accordance with the North Carolina State Building Code. ~~or not more than one person per each 500 square feet of lot area, whichever is less.~~

(3) On-site supervision shall be maintained during all hours of operation.

(4) Single-building development shall be in accordance with single-family standards.

(5) Multiple-building development shall be in accordance with multi-family development standards.

(6) Parking shall be required at a ratio of one space per every two supervisors and one space per each 500 square feet of habitable floor area.

Section 9-4-103

(X) Shelters for the homeless or abused located within the OR District. Shall be located on a parcel of land ~~no less than at least two~~ 0.5 (one-half) acres in area.

Item 2: Establishing definitions and zoning districts for "tattooing and microblading".

Definition:

Tattooing. A personal service in which one or more licensed provider(s) places pigment into the skin by the aid of needles or any other instrument used to puncture the skin, for decorative adornment or artistic purposes.

Microblading. A personal service in which one or more licensed provider(s) places pigment into the skin by the aid of needles or any other instrument used to puncture the skin, for cosmetic enhancement or cosmetic restoration. Permanent makeup, microstroking, and micropigmentation are terms sometimes used to describe microblading.

Table of Uses:

Tattooing will be a permitted use in the following districts: MUI (Mixed Use Institutional), OR (Office-Residential), CD (Downtown Commercial), CDF (Downtown Commercial Fringe), CG (General Commercial), and CH (Heavy Commercial).

Microblading will be a permitted use in the following districts: MCG (Medical-General Commercial), MCH (Medical-Heavy Commercial), MUI (Mixed Use Institutional), OR (Office-Residential), O (Office), CD (Downtown Commercial), CDF (Downtown Commercial Fringe), CG (General Commercial), CN (Neighborhood Commercial), and CH (Heavy Commercial) and a special use in MO (Medical-Office).

Item 3: Add the following land use classifications (LUC) to the specific use: LUC 4 - grocery stores, LUC 3- pet grooming and LUC 3 - small school, private.

Item 4: In Section 9-4-86(FF), replace "O&I" and "O&I-II" with "O" and "OR", respectively.

(FF) Convention center; private. Convention centers (private) shall, in addition to other applicable requirements for the district and use, meet the following minimum standard(s) when located within any ~~O&I O~~ and/or ~~O&I-H OR~~ District. Minimum lot area: ten acres.

Item 5: Amend the definition of "Health Services, not otherwise listed" to include "including but not limited to speech, physical and occupational therapy" and to associated zoning districts.

Table of Uses:

Health Services, not otherwise listed including but not limited to speech, physical and occupational therapy will be a permitted use in the following districts: MI (Medical-Institutional), MS (Medical-Support), MO (Medical-Office), MCG (Medical-General Commercial), MCH (Medical-Heavy Commercial), MUI (Mixed Use Institutional), OR (Office-Residential), O (Office).

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 December 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.*"

ATTACHMENTS

-  [Ordinance_-_text_amendment_misc.pdf](#)
-  [Minutes-Misc text amendment.pdf](#)
-  [Table of Uses.pdf](#)

ORDINANCE NO. 22-____
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 13th day of January 2022, 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 160D-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 22, is hereby amended by adding the following definitions in their respective suitable locations within the section based on its alphabetical ordering:

Tattooing. A personal service in which one or more licensed provider(s) places pigment into the skin by the aid of needles or any other instrument used to puncture the skin, for decorative adornment or artistic purposes.

Microblading. A personal service in which one or more licensed provider(s) places pigment into the skin by the aid of needles or any other instrument used to puncture the skin, for cosmetic enhancement or cosmetic restoration. Permanent makeup, microstroking, and micropigmentation are terms sometimes used to describe microblading.

Section 2. That Appendix A (Table of Uses) appended to Title 9, Chapter 4, is hereby amended to add a row “ss.” for “Tattooing” within the table of uses for “Services” located within Section (C)(8); to place a “P” in the particular cells of this added row that fall under the columns labeled MUI, OR, CD, CDF, CG, and CH; and to place a “3” in the cell of the added row under the column labeled “LUC#”.

Section 3. That Appendix A (Table of Uses) appended to Title 9, Chapter 4, is hereby amended to add a row “tt.” for “Microblading” within the table of uses for “Services” located within Section (C)(8); to place a “P” in the particular cell of this added row that falls under the column labeled MCG, MCH, MUI, OR, O, CD, CDF, CG, CN, and CH; to place an “S” in the particular cells of this added row that fall under the columns labeled MO, and to place a “3” in the cell of the added row under the column labeled “LUC#”.

Section 4. That Appendix A (Table of Uses) appended to Title 9, Chapter 4, section (C)(8) “Services,” row jj. “Health services not otherwise listed” is hereby amended by inserting the words “including but not limited to speech, physical and occupational therapy” after the word “listed”; and is further amended to delete the letter “S” and to insert in its place the letter “P” in each of the cells of this row that fall under the columns labeled MI, MS, MO, MCG, MCH, MUI, OR, and O.

Section 5. That Title 9, Chapter 4, Section 86, subsection (AA) “Shelter for homeless or abused persons,” item (2) is hereby amended by deleting the words “or not more than one person per each 500 square feet of lot area, whichever is less”.

Section 6. That Title 9, Chapter 4, Section 103, subsection (X) “Shelter for homeless or abused persons,” is hereby amended by deleting the words “at least two acres” and adding the words “no less than 0.5(one-half) acre” before the words “in area”.

Section 7. That Title 9, Chapter 4, Section 86, subsection (FF) “Convention center, private,” is hereby amended by replacing “O & I” with “O”, and replacing “O & I I-II” with “OR”.

Section 8. That within Appendix A (Table of Uses) appended to Title 9, Chapter 4, the table of uses for “Services” located within Section (C)(8) is hereby amended to place a “3” in the cell of row “qq.”, “Pet grooming facility,” under the column labeled “LUC#”, and to place a “3” in the cell of row “rr.”, “School; small, private,” under the column labeled “LUC#”.

Section 9. That within Appendix A (Table of Uses) appended to Title 9, Chapter 4, the table of uses for “Retail Trade” located within Section (C)(10) is hereby amended to place a “4” in the cell of row “mm”, “Grocery Store,” under the column labeled “LUC#”.

Section 10. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 11: 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 12: That this ordinance shall become effective upon its adoption.

ADOPTED this 13th day of January, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1156614

Excerpt from the draft Planning & Zoning Commission Minutes (12/21/21)

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

Chantae Gooby presented for staff. This text amendment consists of five separate changes. The first is an amendment to the standards for shelter for homeless or abused people. This change will allow the North Carolina State Building Code language to govern maximum occupancy. Under the City Code, shelters are required to be located on at least 2 acres. This change will reduce the amount to no less than one-half acre. The second amendment is to establish “tattooing” as a permitted use in the following districts: MUI (Mixed Use Institutional), OR (Office-Residential), CD (Downtown Commercial), CDF (Downtown Commercial Fringe), CG (General Commercial) and CH (Heavy Commercial). Establish “microblading” as a permitted use in the following districts: MCG (Medical-General Commercial), MCH (Medical-Heavy Commercial), MUI (Mixed Use Institutional), OR (Office-Residential), O (Office), CD (Downtown Commercial), CDF (Downtown Commercial Fringe), CG (General Commercial), CN (Neighborhood Commercial), and CH (Heavy Commercial) and a special use in MO (Medical-Office). The third amendment is to add a land use classification to grocery stores, pet grooming and small school. The fourth amendment is to update the old zoning district names of O&I and O&I-II to the new zoning district names of (Office) and OR (Office-Residential), respectively. The final item is to amend the definition of “Health Services, not otherwise listed” to include “including but not limited to speech, physical and occupational therapies” and will be a permitted use in MI (Medical-Institutional), MS (Medical-Support), MO (Medical-Office), MCG (Medical-General Commercial), MCH (Medical-Heavy Commercial), MUI (Mixed Use Institutional), OR (Office-Residential) and O (Office). In staff’s opinion, the Text Amendments are 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.

Chairman Faison opened the public hearing.

No one spoke in favor.

No one spoke in opposition.

Chairman Faison closed the public hearing.

Motion made by Mr. Robinson, seconded by Mr. Collins, 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.

Item 2.

Tattooing

RA20	R15S	R9S	R6S	R6N	R9	R6	R6 A	R6MH	MI	MS	MO	MCG	MR	MCH	MRS	MUI	OR	O	CD	CDF	CG	CN	CH	IU	I	PIU	PI
																P	P		P	P	P		P				

Microblading

RA20	R15S	R9S	R6S	R6N	R9	R6	R6 A	R6MH	MI	MS	MO	MCG	MR	MCH	MRS	MUI	OR	O	CD	CDF	CG	CN	CH	IU	I	PIU	PI
											S	P		P		P	P	P	P	P	P	P	P	P			

Item 5.

Health Services not otherwise listed including but not limited to speech, physical and occupational therapy

RA20	R15S	R9S	R6S	R6N	R9	R6	R6 A	R6MH	MI	MS	MO	MCG	MR	MCH	MRS	MUI	OR	O	CD	CDF	CG	CN	CH	IU	I	PIU	PI
									P	P	P	P		P		P	P	P									



City of Greenville, North Carolina

Meeting Date: 01/13/2022

Title of Item: Ordinance requested by Greenville ENC Alliance to amend Title 9, Chapter 4 of the City Code to establish "Modular data processing facility" and "data processing center" as two separate uses, associated standards and zoning districts

Explanation: Definitions:

Modular Data Processing Facility: A building, dedicated space within a building, or group of modular structures used to house a large group of computer systems and associated components, such as telecommunications and data processing systems, to be used for the remote storage, processing, or distribution of large amounts of data. Such facilities may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support operations.

This definition shall not apply to data processing centers or where such facilities are accessory or incidental to another primary use.

Land Use Classification: 5

By-right use in all industrial zoning districts: I (Industry), IU (Unoffensive Industry), PIU (Planned Unoffensive Industry), and PI (Planned Industry)

Data Processing Center. A building, dedicated space within a building used to house a large group of computer systems and associated components, such as telecommunications and data processing systems, to be used for the remote storage, processing, or distribution of large amounts of data. Such facilities may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support operations.

Land Use Classification: 4

By-right use in the following districts: O (Office), OR (Office-Residential), MUI (Mixed Use Institutional), CDF (Downtown Commercial Fringe), CD (Downtown Commercial), CG (General Commercial), CH (Heavy Commercial), CN (Neighborhood Commercial), I (Industry), IU (Unoffensive Industry) PIU (Planned Unoffensive Industry), and PI (Planned Industry)

Modular Data Processing Facility Standards

1. Systems, equipment, and structures (excluding electric transmission lines)

- and utility poles) shall not exceed 35 feet in height.
2. All equipment and structures shall be a minimum of 100 feet from the boundary of the lot. Public street setback shall be in accordance with Section 9-4-94.
 3. Any electric wiring shall be located underground, except where wiring is brought together for interconnection to system components and/or the local utility power grid.
 4. Bufferyards shall be in accordance with Article G. Bufferyard Setbacks except where this use is adjacent to any developed property with a Land Use Classification (LUC) 3 or less or adjacent to vacant property then a Bufferyard F (see attachment) shall apply.
 5. No sound may exceed 65 (dB(A)) as measured from the property line when the adjoining property is a conforming residential use or within the following zoning districts: RA20 (Residential-Agricultural), R15S (Residential-Single-family), R9 (Residential), R9S (Residential-Single-family), R6 (Residential), R6A (Residential), R6N (Residential), R6S (Residential-Single-family), R6MH (Residential-Mobile Home), MR (Medical-Residential), OR (Office-Residential), O (Office), and CDF (Downtown Commercial Fringe). A sound study shall be required at the discretion of the Planning and Development Services Department Director or when this use is located within 250' of a conforming residential property or any of the above listed zoning districts except when the Planning and Development Services Department Director determines it is not necessary. This shall be measured from property line to property line.
 6. No sound may exceed 75 (dB(A)) as measured from the property line when the adjacent property is zoned I (Industry), IU (Unoffensive Industry), PIU (Planned Unoffensive Industry), and PI (Planned Industry).
 7. Signage shall be in accordance with Article N. Signs.
 8. No signage shall be permitted on the perimeter fence, with the exception of one (1) sign not to exceed 32 square feet that shall display the name, address and emergency contact information of the facility as well as appropriate warning signs.
 9. No grid-connected data processing system shall be installed until evidence has been provided by the operator that installation of the system has been approved by the electrical utility provider. Off-grid systems shall be exempt from this requirement.
 10. All exterior lighting shall be designed and constructed with cutoff and fully shielded fixtures that direct light downward and into the interior of the property and away from adjacent roads and adjacent properties.
 11. Any structure or equipment associated with the facility that is not operated for a continuous period of three hundred sixty-five (365) days shall be considered abandoned, and the City may require the owner to remove such structures and equipment within 90 days after notice from the City. If the abandoned structure or equipment is not removed within 90 days, the City may remove it and recover its costs from the owner, whether the facility is located within the city limits or not. If the owner of the abandoned structure or equipment cannot be located or is no longer in business, the requirements of this section shall be the responsibility of the landowner on whose property the structure or equipment is located.

Data Processing Center Standards

1. Systems, equipment, and structures (excluding electric transmission lines and utility poles) shall not exceed 35 feet in height.
2. Any electric wiring shall be located underground, except where wiring is brought together for interconnection to system components and/or the local utility power grid.
3. No sound may exceed 65 (dB(A)) as measured from the property line when the adjoining property is a conforming residential use or within the following zoning districts: RA20 (Residential-Agricultural), R15S (Residential-Single-family), R9 (Residential), R9S (Residential-Single-family), R6 (Residential), R6A (Residential), R6N (Residential), R6S (Residential-Single-family), R6MH (Residential-Mobile Home), MR (Medical-Residential). A sound study shall be required at the discretion of the Planning and Development Services Department Director or when this use is located within 250' of a conforming residential property or any of the above listed zoning districts except when the Planning and Development Services Department Director determines it is not necessary. This shall be measured from property line to property line.
4. No sound may exceed 75 (dB(A)) as measured from the property line when the adjacent property is I (Industry), IU (Unoffensive Industry), PIU (Planned Unoffensive Industry), and PI (Planned Industry).
5. Signage shall be in accordance with Article N. Signs.
6. No grid-connected data processing system shall be installed until evidence has been provided by the operator that installation of the system has been approved by the electrical utility provider. Off-grid systems shall be exempt from this requirement.
7. All exterior lighting shall be designed and constructed with cutoff and fully shielded fixtures that direct light downward and into the interior of the property and away from adjacent roads and adjacent properties.
8. Any structure or equipment associated with the facility that is not operated for a continuous period of three hundred sixty-five (365) days shall be considered abandoned, and the City may require the owner to remove such structures and equipment within 90 days after notice from the City. If the abandoned structure or equipment is not removed within 90 days, the City may remove it and recover its costs from the owner, whether the facility is located within the city limits or not. If the owner of the abandoned structure or equipment cannot be located or is no longer in business, the requirements of this section shall be the responsibility of the landowner on whose property the structure or equipment is located.

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 December 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.*"

ATTACHMENTS

-  [Ordinance_-_data_centers.pdf](#)
-  [Minutes_-_Data_Centers.pdf](#)
-  [Data_center_slide.pdf](#)
-  [BUFFERYARD F.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 13th day of January, 2022, 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 160D-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 22, is hereby amended by adding the following definition in its suitable location within the section based on its alphabetical ordering:

Modular Data Processing Facility. A building, dedicated space within a building, or group of modular structures used to house a large group of computer systems and associated components, such as telecommunications and data processing systems, to be used for the remote storage, processing, or distribution of large amounts of data. Such facilities may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support operations. This definition shall not apply to data processing centers or where such facilities are accessory or incidental to another primary use.

Data processing center. A building or dedicated space within a building used to house a large group of computer systems and associated components, such as telecommunications and data processing systems, to be used for the remote storage, processing, or distribution of large amounts of data. Such facilities may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support operations.

Section 2. That Appendix A (Table of Uses) appended to Title 9, Chapter 4, is hereby amended to add a row “uu.” for “Modular Data Processing Facility” within the table of uses for “Services” located within Section (C)(8); to place a “P” in the particular cells of this added row that falls under the columns labeled PI, IU, PIU, and I; and to place a “5” in the cell of this added row under the column labeled “LUC#”.

Section 3. That Appendix A (Table of Uses) appended to Title 9, Chapter 4, is hereby amended to add a row “vv.” for “Data Processing Center” within the table of uses for “Services” located within Section (C)(8); to place a “P” in the particular cells of this added row that falls under the columns labeled O, OR, MUI, CDF, CD, CG, CH, CN, I, IU, PIU, and PI; and to place a “4” in the cell of this added row under the column labeled “LUC#”.

Section 4. That Title 9, Chapter 4, Section 103 “SPECIAL STANDARDS FOR CERTAIN SPECIFIC USES”, is hereby amended by adding a new subsection as follows:

“(KK) *Modular data processing facility.*

(1) Systems, equipment, and structures (excluding electric transmission lines and utility poles) shall not exceed 35 feet in height.

(2) All equipment and structures shall be a minimum of 100 feet from the boundary of the lot. Public street setback shall be in accordance with Section 9-4-94.

(3) Any electric wiring shall be located underground, except where wiring is brought together for interconnection to system components and/or the local utility power grid.

(4) Bufferyards shall be in accordance with Article G. Bufferyard Setbacks except where this use is adjacent to any developed property with a Land Use Classification (LUC) 3 or less or adjacent to vacant property, in which case a Bufferyard F shall apply.

(5) No sound may exceed 65 (dB(A)) as measured from the property line when the adjoining property is a conforming residential use or within the following zoning districts: RA20 (Residential-Agricultural), R15S (Residential-Single-family), R9 (Residential), R9S (Residential-Single-family), R6 (Residential), R6A (Residential), R6N (Residential), R6S (Residential-Single-family), R6MH (Residential-Mobile Home), MR (Medical-Residential), OR (Office-Residential), O (Office), and CDF (Downtown Commercial Fringe). A sound study shall be required at the discretion of the Planning and Development Services Department Director or when this use is located within 250’ of a conforming

residential property or any of the above listed zoning districts except when the Planning and Development Services Department Director determines it not necessary. This shall be measured from property line to property line.

(6) No sound may exceed 75 (dB(A)) as measured from the property line when the adjacent property is zoned I (Industry), IU (Unoffensive Industry) PIU (Planned Unoffensive Industry) and PI (Planned Industry).

(7) Signage shall be in accordance with Article N. Signs.

(8) No signage shall be permitted on the perimeter fence, with the exception of one sign not to exceed 32 square feet that shall display the name, address, and emergency contact information of the facility, as well as appropriate warning signs.

(9) No grid-connected data processing system shall be installed until evidence has been provided by the operator that installation of the system has been approved by the electrical utility provider. Off-grid systems shall be exempt from this requirement.

(10) All exterior lighting shall be designed and constructed with cutoff and fully shielded fixtures that direct light downward and into the interior of the property and away from adjacent roads and adjacent properties.

(11) Any structure or equipment associated with the facility that is not operated for a continuous period of three hundred sixty-five (365) days shall be considered abandoned, and the City may require the owner to remove such structures and equipment within 90 days after notice from the City. If the abandoned structure or equipment is not removed within 90 days, the City may remove it and recover its costs from the owner, whether the facility is located within the city limits or not. If the owner of the abandoned structure or equipment cannot be located or is no longer in business, the requirements of this section shall be the responsibility of the landowner on whose property the structure or equipment is located.”

Section 5. That Title 9, Chapter 4, Section 103 “SPECIAL STANDARDS FOR CERTAIN SPECIFIC USES”, is hereby further amended by adding a new subsection as follows:

“(LL) *Data processing center.*

(1) Systems, equipment, and structures (excluding electric transmission lines and utility poles) shall not exceed 35 feet in height.

(2) Any electric wiring shall be located underground, except where wiring is brought together for interconnection to system components and/or the local utility power grid.

(3) No sound may exceed 65 (dB(A)) as measured from the property line when the adjoining property is a conforming residential use or within the following zoning districts: RA20 (Residential-Agricultural), R15S (Residential-Single-family), R9 (Residential), R9S

(Residential-Single-family), R6 (Residential), R6A (Residential), R6N (Residential), R6S (Residential-Single-family), R6MH (Residential-Mobile Home), MR (Medical-Residential). A sound study shall be required at the discretion of the Planning and Development Services Department Director or when this use is located within 250' of a conforming residential property or any of the above listed zoning districts except when the Planning and Development Services Department Director determines it not necessary. This shall be measured from property line to property line.

(4) No sound may exceed 75 (dB(A)) as measured from the property line when the adjacent property is I (Industry), IU (Unoffensive Industry) PIU (Planned Unoffensive Industry) and PI (Planned Industry).

(5) Signage shall be in accordance with Article N. Signs.

(6) No grid-connected data processing system shall be installed until evidence has been provided by the operator that installation of the system has been approved by the electrical utility provider. Off-grid systems shall be exempt from this requirement.

(7) All exterior lighting shall be designed and constructed with cutoff and fully shielded fixtures that direct light downward and into the interior of the property and away from adjacent roads and adjacent properties.

(8) Any structure or equipment associated with the facility that is not operated for a continuous period of three hundred sixty-five (365) days shall be considered abandoned, and the City may require the owner to remove such structures and equipment within 90 days after notice from the City. If the abandoned structure or equipment is not removed within 90 days, the City may remove it and recover its costs from the owner, whether the facility is located within the city limits or not. If the owner of the abandoned structure or equipment cannot be located or is no longer in business, the requirements of this section shall be the responsibility of the landowner on whose property the structure or equipment is located.”

Section 6: That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 7: Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

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

ADOPTED this 13th day of January, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1156615

Excerpt from the draft Planning & Zoning Commission Minutes (12/21/21)

REQUEST BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT TO AMEND TITLE 9, CHAPTER 4 OF THE CITY CODE TO ESTABLISH “MODULAR DATA PROCESSING FACILITY” AND “DATA PROCESSING CENTER” AS TWO SEPARATE USES, ASSOCIATED STANDARDS AND ZONING DISTRICTS.

Chantae Gooby presented for staff. This is an amendment to establish two uses that are fairly new concepts. The new uses are modular data processing facility and data processing center. The difference between the two uses is that the modular data processing facilities use modular and/or shipping containers and can range from a handful to several dozen units. The data processing center is going to be contained within a building but they can small and large scale. The purpose for both of these uses are for storage and processing of digitalized information for private companies, public entities or third parties. These facilities house computing hardware, routers and other network equipment. The modular facilities have fans on the outside of the units to keep the computers cool and some of them may also have generators. These types of facilities will be considered a land use classification 5 which is the most intensive land use in the City. Some of the standards include: the equipment and structures cannot be taller than 35 feet, all equipment and structures have to be 100 feet away from the property line, any electric wiring has to be located underground, and the bufferyard has been increased to include the most intensive bufferyard regulations in the City when located next to any residential property. The sound level of the facility can't exceed 65 (dB(A)) when adjoining residential, office or CDF (Downtown Commercial Fringe) zoning or 75 (dB(A)) when adjoining property zoned any type of industrial zoning. Data processing centers will be considered a land use classification 4 and are permitted in more districts than the modular data centers because they do not use modular and/or shipping containers. The centers have similar standards as the modular data processing facilities. In staff's opinion, the request 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. Robinson asked how staff chose the sound decibel levels.

Ms. Gooby stated this is the same language of the current noise ordinance, but since some the properties may be located in the City's ETJ (extra-territorial jurisdiction) the City's noise ordinance would not apply. Therefore, staff used this language to be part of the standards so that they would apply whether the use is located in the city limits or ETJ.

Chairman Faison opened the public hearing.

Uconda Dunn, Greenville ENC Alliance, spoke in favor. She stated it has become evident that the technology sector is an open and available market for Greenville. It has become apparent that the ordinance needs to be addressed to reflect sectors that are growing and will attract the local community.

Patty Varra, Compute North, stated she is attending as a subject matter expert to answer any questions.

Chairman Faison asked if she knew of any of these types of facilities are in North Carolina that we can compare to and what type of jobs this would bring to the community.

Ms. Varra stated she is not familiar with any other similar facilities in North Carolina at this time.

Jeff Jackson, Compute North, stated he is aware of a couple other facilities, one specifically in western North Carolina. They are doing the same type of application but they do not use a modular approach.

Chairman Faison asked if these companies bring a lucrative or substantial amount of tax and income

Ms. Dunn stated currently they are looking at a \$55 million dollar investment into the community with jobs bringing an average wage of \$56,000 which is over the county average of \$42,800. This will be the first sizable new investment into the community by an outside company in roughly 20 years.

Chairman Faison closed the public hearing.

Motion made by Mr. Robinson, seconded by Mr. Collins, 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.

What is the difference?

Data Processing Center
(self-contained)



Modular Data Processing Facility



Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs
Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.	



City of Greenville, North Carolina

Meeting Date: 01/13/2022

Title of Item: Resolution Authorizing Appropriation and Expenditure of Funds for a Job Creation Grant and Entering into An Economic Development Agreement with Patheon Manufacturing Services LLC for Project Lucky

Explanation: Patheon Manufacturing Services LLC (“Patheon”) is seeking the City’s Job Creation Grant as an economic development incentive for Project Lucky. Project Lucky allows Patheon to increase its ability to manufacture pharmaceutical products, technology and equipment. Project Lucky is expected to increase the taxable property base, stimulate the local economy, promote business, and provide employment opportunities, including creation of up to 290 jobs with an average wage of \$66,500 together with improvements to and construction of real property totaling around \$53 million, and acquisition of equipment totaling roughly \$101 million dollars. Improvements and construction will be completed within the City’s extraterritorial jurisdiction, including existing buildings at 5900 Martin Luther King Jr. Highway. On September 14, 2021, Project Lucky was formally announced by Governor Roy Cooper.

If the City does not issue this grant, Patheon could take its economic development project to another state or country, more specifically, Cincinnati, Ohio or Monza, Italy, respectively.

Although grants may be awarded in annual installments with a grant period ranging from 3 to 5 years, this grant would remain in place for six years to allow Patheon the benefit of attaining the not to exceed amount of \$500,000.

Pursuant to NCGS § 158-7.1, City Council must hold a public hearing before considering awarding the grant.

Fiscal Note: A six-year grant period for Patheon Manufacturing Services LLC will result in an incentive totaling \$500,000.

Recommendation: City Council hold a public hearing on the Job Creation Grant (proposed economic development incentive) and approve the attached resolution and economic development agreement with Patheon awarding the Job Creation Grant in an amount not to exceed \$500,000.

ATTACHMENTS

 **Resolution of the Greenville City Council Approving Economic Development Incentive for Project Lucky.pdf**

 **Economic_DevelopmentAgreement__Patheon_Manufacturing_Services_LLC_and_City_of_Gree**

RESOLUTION NO. ___-22
RESOLUTION OF THE GREENVILLE CITY COUNCIL APPROVING ECONOMIC
DEVELOPMENT INCENTIVE FOR PROJECT LUCKY

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

WHEREAS, Patheon Manufacturing Services LLC (“Patheon” or “Company”), a foreign corporation duly organized and existing under the laws of the State of Delaware, has a location in the City’s extraterritorial jurisdiction, and is a Company that manufactures pharmaceutical products, technology and equipment, and does business throughout the United States; and

WHEREAS, the Greenville City Council has held a public hearing to consider whether to participate in an economic development project by authorizing the Job Creation Grant (cash incentive) to be paid to Patheon; and

WHEREAS, Patheon plans to invest in its real property at its Greenville, North Carolina manufacturing and packaging campus and construction of an additional location in Greenville, North Carolina and make investments in capital expenditures through the acquisition of equipment and machinery to carry out its business purposes, and thereby enhance Pitt County’s tax base, and create up to 290 jobs (including 105 Plant Support/Supervisors, 80 Technicians, and 105 Production Jobs, all with an average wage of \$66,500), and persons filling the new positions shall work at the real properties (referenced above); and

WHEREAS, the grant would be paid to Patheon only upon proof that the Company made the agreed-upon taxable investments in real property of \$53 million, including improvements to existing buildings and construction of new buildings; purchased equipment and machinery totaling at least \$101 million; and created up to 290 full-time jobs; and

WHEREAS, if this grant were not approved, the Company may take its economic development project to another State or Country, more specifically Cincinnati, OH or Monza Italy, respectively; and

WHEREAS, the City Council does hereby find and determine that the proposed economic development project will tend to increase the taxable property base of the City, increase the business prospects of the City, and create high-paying jobs, and that it is in the public interest to provide assistance, as authorized by North Carolina General Statute § 158-7.1, in order to encourage the Company to develop the project described herein; and

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

- The City approves the appropriation and expenditure of up to \$100,000 annually, and not to exceed \$500,000 over the life of the agreement for a 6-year period for Patheon as an economic development incentive (“Job Creation Grant”).

- The Economic Development Agreement between the City and Patheon which includes terms that require the Company to make taxable investments in real property of \$53 million, including improvements to existing buildings and construction of new buildings; the purchase of equipment and machinery totaling at least \$101 million; and creation of up to 290 new full-time jobs is hereby approved.
- New full-time job creation levels must be met each year prior to grant funds being dispersed the following year. More specifically, at least 75 new full-time jobs must be created within two (2) years of the effective date of the agreement to obtain renewal payments as provided in the City policy, and at least 125 new full-time jobs must be created within three (3) years of the effective date of the agreement, and all new full-time jobs must be maintained for three (3) years beyond the completion of the annual grant installments to avoid any recapture of funding by the City.
- If the Company relocates outside of the City or the City's ETJ during the term of the grant or within three (3) years after receipt of the final grant installment, they will be required to repay a proportional amount of the grant.
- The Mayor or City Manager is authorized to execute this agreement and any other documents necessary to the project on behalf of the City.

Adopted this 13th day of January, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN PATHEON
MANUFACTURING SERVICES LLC AND CITY OF GREENVILLE FOR ECONOMIC
DEVELOPMENT INCENTIVE FOR PROJECT LUCKY**

THIS AGREEMENT is made and entered into this the _____ day of _____, 2022 (“effective date”), by and between the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter referred to as the “City”, and Patheon Manufacturing Services LLC, a foreign corporation duly organized and existing under the laws of the State of Delaware, and authorized to conduct business in the State of North Carolina, hereinafter referred to as the “Company.”

WITNESSETH:

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

WHEREAS, the Company is developing an economic development project (“Project”) consisting of improvements to existing buildings and construction of new buildings within the extraterritorial jurisdiction of the City, expansion of the workforce (creation of up to 290 jobs, all with an average wage of \$66,500) and taxable investment in equipment and machinery, which is expected to increase the taxable property base in the County, and to stimulate the local economy, promote business, and provide employment opportunities;

WHEREAS, the Company has stated in its application for a Job Creation Grant that it is investigating and/or is in discussions with another State and Country, more specifically Cincinnati,

OH and Monza Italy, respectively, about its project described herein;

WHEREAS, the City's Job Creation Grant program requires the Company to pay 50% of employee health insurance or an equivalent benefit, and the Company must pay an average wage rate for all employees at the investment site equal to or greater than 100% of the average annual wage rate for the Greenville Metropolitan Service Area (M.S.A.);

WHEREAS, the Company intends to improve its real property located at 5900 Martin Luther King Jr Hwy in Greenville, North Carolina and construct new buildings at a location yet to be determined in Greenville, North Carolina, and the Company will invest approximately \$53,000,000 to improve such properties based on the schedule set forth in Section II, subsection 3. The Company shall notify the City within thirty (30) days upon determination of the address for construction of new Company facilities. Additionally, the Company intends to make new capital expenditures through the acquisition of approximately \$101,000,000 in machinery and equipment with the acquisitions to occur based on the schedule set forth in Section II, subsection 5. No acquisitions shall occur later than December 31, 2025.

WHEREAS, as an inducement to the Company, the City has approved the appropriations and expenditures as hereinafter set forth for the specific purpose of making economic development grants ("Job Creation Grants") based upon the creation of at least 70 jobs within the first two years (24 months) after the effective date of this Agreement, and at least 125 jobs within three (3) years or 36 months after the effective date of this Agreement, and such jobs being in effect for the period beginning in calendar year 2022 or as otherwise defined herein, and will remain in effect at least three (3) years beyond the completion of annual grant installments. Qualified Jobs created beginning on September 14, 2021 and in alignment with this Agreement will count toward subsequent years for the maximum six (6) year period (Calendar years 2022-2027);

WHEREAS, in consideration of the economic development incentives, the Company agrees to comply with the covenants and conditions binding upon it as set forth in this Agreement; and

WHEREAS, the parties desire to reduce their agreement to written form, clearly stating their respective responsibilities under the Agreement, and setting forth provisions regarding remedies for breach of those responsibilities by the Company and for recapture of sums appropriated or expended by the City upon the occurrence of events specified in the Agreement, as required by North Carolina General Statute § 158-7.1(h).

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION I – DEFINITIONS

1. Definitions

- a. “Qualified Job”: Full-time permanent positions that are created within the City limits or the City’s ETJ as of and following September 14, 2021, and retained within the City limits or the City’s ETJ for three (3) years beyond the completion of annual grant installments, and which are evidenced by the Company’s annual 4thQuarter NCUI 101 Quarterly Tax and Wage Report and any other documentation as necessary to establish such positions and employment for the applicable duration. The Company may replace the employee filling the Qualified Job defined herein.
- b. “Economic development incentive payment”, “grant payment” or “payment”: \$1,000 per each Qualified Job or \$100,000, whichever is lesser, and maximum

amount of \$100,000 per year for a maximum period of 6 years (fiscal years 2022-2027). In any such event, the grant payments shall not exceed \$500,000 over the life of this Agreement. Any grant year in which the grant installment would make total payments in excess of \$500,000, the grant installment shall be reduced accordingly, e.g., year six may provide a payment of \$92,000 if requirements of the Agreement are met.

- c. “Effective date”: The date this Agreement is in effect, and such date is determined by the City and is indicated on the first page of this Agreement.
- d. Maximum 6-year period, Calendar Years (plural) referenced herein means Jan. 1, 2022 through December 31, 2027.

SECTION II – COMPANY

2. In order to induce the City to enter into this Agreement and to appropriate and expend monies for payment of economic development incentives, the Company represents and warrants to the City that as of the execution date hereof:

2.1. Company is a foreign corporation duly organized and existing under the laws of the State of Delaware, is authorized and in good standing to conduct business in the State of North Carolina, and has a place of business within the State of North Carolina.

2.2 The Company has the corporate power and authority to own its properties and assets and to carry on its business and has the corporate power to execute and perform this Agreement.

2.3 The undersigned Manager of the Company has the right, authority, and duty to execute this Agreement in the name and on behalf of the Company.

2.4 This Agreement (i) is a valid and binding instrument and agreement of the Company, enforceable against the Company in accordance with its terms; (ii) does not violate any

order of any court or other agency of government binding on the Company; the charter documents or operating agreement of the Company; or any provision of any indenture, agreement or other instrument to which the Company is a party; and (iii) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any indenture, agreement or other instrument to which the Company is a party.

2.5 There is no suit, claim, action or litigation pending, or to the best knowledge of the Company threatened, relating to the Improvements, the use of the Improvements for their intended purpose, or any other matter contained herein.

2.6 To the best of the Company's knowledge, there is no impediment to the use of the Property for the purposes contemplated by this Agreement.

2.7 The Company is not engaged in a business that would be exempt from property taxes.

3. The Company shall make taxable investments to improve its real property located at 5900 Martin Luther King Jr. Highway, Greenville, North Carolina (the "Property") and construction of facilities at a location to be determined in Greenville, North Carolina. It is expected that cumulative expenditures for said investments will meet or exceed approximately \$53,000,000 by December 31, 2025 and will be based on the following schedule: 2021-\$18 Million; 2022-\$9 Million; 2023-\$9 Million; 2024-\$13 Million; and 2025-\$4 Million, all of which will qualify and result in additional value for ad valorem tax purposes as determined by the Pitt County Tax Office. The improvements to be made by the Company at the Property shall include a renovation of the building on the Property located at 5900 Martin Luther King Jr. Highway for the purposes of expanding the Company's Greenville manufacturing and packaging campus and all of the

businesses comprising it (the improvements and fixtures to be located on the Property pursuant to the renovation are referred to herein as the “Improvements”). The Company shall provide the City with the final plans for its review for consistency with said depiction and the description of such Improvements as specified herein prior to a building permit being issued. During construction, the Company will allow the City access onto the Property so that the City may conduct inspections of the work for consistency with said depiction and the description of the improvements as specified herein. The Improvements and the construction related to the Improvements shall be completed and available for occupancy, as evidenced by the issuance of a certificate of occupancy, no later than December 31, 2025. The Company will maintain taxable investments in place, in good condition (ordinary wear and tear excepted) at least through the duration of this agreement. The Company shall notify the City within thirty (30) days upon determination of the address for construction of new Company facilities.

4. The Company shall be the owner of the taxable investments described herein continuously during the period from the effective date of this Agreement until three (3) years after receipt of the final grant installment. The taxable investments described herein shall not be tax exempt for property tax purposes continuously during the period from the date of this Agreement until December 31, 2031.

5. The Company shall make taxable investments through the acquisition of machinery and equipment based on the following schedule: 2021 - \$13 Million; 2022 - \$36 Million; 2023 - \$34 Million; 2024 - \$13 Million; and 2025 - \$5 Million. It is expected that cumulative expenditures for said investments will meet or exceed approximately \$101,000,000 by December 31, 2025. The Company shall maintain the machinery and equipment in good condition (ordinary wear and tear excepted) as to limit its depreciation value to the greatest extent possible at least through the

duration of this Agreement.

6. The Company's intent and desire is to create up to 290 Qualified Jobs within the maximum six (6) year period (Calendar years 2022-2027) of this Agreement based on the following schedule: September 14, 2021 - 2022 – 38 Qualified Jobs; 2023 – 32 Qualified Jobs; 2024 – 143 Qualified Jobs; and 2025 – 77 Qualified Jobs; and the average wage of such job is \$66,500. More specifically, the Company shall create at least 70 Qualified Jobs within the first two years (24 months) after the effective date of this Agreement, and at least 125 Qualified Jobs within three (3) years or 36 months after the effective date of this Agreement, and such jobs being in effect for the period beginning in calendar year 2022 or as otherwise defined herein, and will remain in effect at least three (3) years beyond the completion of annual grant installments. Qualified Jobs created beginning on September 14, 2021 and in alignment with this Agreement will count toward subsequent years for the maximum six (6) year period (Calendar years 2022- 2027).

7. The Company shall pay at least 50% of employee health insurance or an equivalent benefit for recipients of the Qualified Jobs created and the Company must pay an average wage rate for all employees at the investment site equal to or greater than \$66,500. If the Company is not providing health insurance, equivalent benefit shall be reviewed by the City for satisfaction. In addition, the Company shall submit its annual 4th Quarter NCUI 101 Quarterly Tax and Wage Report and complete the annual certification (attached herein and marked as Exhibit A) which amongst other things documents the number of Qualified Jobs that have been created.

8. The Company will exercise good faith efforts to hire residents of the M.S.A. and use local, small, minority and women owned businesses when such goods or services can be obtained at competitive prices. The Company shall not discriminate during the performance of this Agreement in its hiring, employment, and contracting practices with reference to political affiliation, genetic

information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

9. At all times during the term hereof Company shall carry workers compensation insurance with such limits as required under North Carolina law, together with general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; and a general aggregate limit of \$2,000,000. Additionally, to the fullest extent permitted by law, Company shall indemnify and hold harmless the City of Greenville, its employees, agents and consultants against any liability arising out of or in connection with any of the operations or obligations of Company including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity from claims, damages, losses, and expenses, including but not limited to attorneys' fees, which is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused by acts or omissions of the Company or anyone directly or indirectly employed by them or anyone for whose acts of the Company may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligation of indemnity which would otherwise exist as to a party or person described in this paragraph.

SECTION III – THE CITY

10. The City will only make one incentive payment in each of the calendar years in accordance with this Agreement, and such payments will be based upon the confirmed addition of the specified number of Qualified Jobs, and shall be made for a six (6) year period (calendar years 2022-2027) as follows:

10.1 After the Qualified Jobs are created, according to the schedule set forth in Section II, subsection 6, the City will provide an annual grant payment of \$1,000 per each Qualified Job

or \$100,000, whichever is lesser, based on compliance with the provisions in the Agreement. In any such event, payments from the City shall not exceed \$100,000 per year over the 6-year term of this Agreement up to the maximum grant amount of \$500,000. Any grant year in which the grant installment would make total payments in excess of \$500,000, the grant installment shall be reduced accordingly.

10.2 Payment. Each subsequent year, after creation of the Qualified Jobs the previous calendar year, the City will, within sixty (60) days of receiving sufficient documentation (invoice), to the reasonable satisfaction of the City and confirmation that the Company has complied with required preconditions to be eligible for the City payments, including such additional information as may be reasonably requested by the City, pay to the Company an economic development incentive payment in an amount of \$1,000 dollars per Qualified Job or \$100,000, whichever is lesser, based on the annual 4th Quarter NCUI 101 Quarterly Tax and Wage Report. This same process will be followed by the City and the Company in each calendar year from 2022 and up to and including the entire 6-year grant payment (calendar years 2022-2027) if the Company is in compliance with the terms of this Agreement. In any such event, payments from the City shall not exceed \$100,000 per year over the 6-year term of this Agreement up to the maximum grant amount of \$500,000. Any grant year in which the grant installment would make total payments in excess of \$500,000, the grant installment shall be reduced accordingly.

SECTION IV – ADDITIONAL PROVISIONS

11. The Company shall be in an event of default under this Agreement if any one or more of the following events (each, “Event of Default”) shall occur for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary or come about or be affected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court

or any order, rule or regulation of any administrative or governmental body):

(i) the Company commits a material breach of a material obligation under this Agreement that remains uncured as of the date that is ninety (90) days following written notice of such breach from the City, or such additional time as may be reasonably necessary in the event such breach cannot reasonably be cured within ninety (90) days, provided Company has promptly commenced and diligently continues to pursue such cure;

(ii) the Company does not maintain Qualified Jobs for three (3) years beyond the completion of each annual grant installment;

(iii) the Company does not maintain ownership of the Property or Improvements until December 31, 2031;

(iv) the Company does not maintain taxable investments consisting of improvements or fixtures in the City or City's ETJ during the term of the grant and three (3) years after receipt of the final grant installment;

(v) the Company does not claim the Property and Improvements to be tax exempt for property tax purposes at least through December 31, 2031, as specified in this Agreement;

(vi) any material representation, warranty or other statement of fact contained in this Agreement or in any writing, certificate, or report furnished by the Company to the City in connection with the transaction described in this Agreement is determined to be false or misleading in any material respect when given;

(vii) the Company is unable to pay its debts generally as they become due; files a petition to take advantage of any insolvency statute; makes an assignment for the benefit of creditors; commences a proceeding for the appointment of a receiver, trustee, liquidator, or conservator of itself or of the whole or any substantial part of its Property; files a petition or answer seeking

reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state;

(viii) a court of competent jurisdiction enters an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of the Company or of the whole or any substantial part of its Property, or approves a petition filed against the Company seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute; or, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction assumes custody or control of the Company or of the whole or any substantial part of its Property.

11.1 Any delay in the performance of any of the duties or obligations of the Company shall not be considered a breach of this Agreement for, and the time required for performance shall be extended for a period equal to, the lesser of (i) the period of such delay or (ii) 24 months, provided that such delay has been caused by or that results from any events beyond the reasonable control of the Company, including, without limitation, any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the Company, which delay affects the Company or the ability to construct Improvements on the Property. The Company shall give prompt notice to the City of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment

of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

12. Prior to exercising any remedy hereunder, City shall provide the Company written notice of an Event of Default and an opportunity to cure the Event of Default within ninety (90) days following such written notice or within such additional time as may be reasonably necessary in the event such Event of Default cannot reasonably be cured within ninety (90) days, provided Company has promptly commenced and diligently continues to pursue such cure such time as is reasonably necessary to cure the Event of Default. If the Event of Default is not cured within such time to the reasonable satisfaction of City, the obligation of the City as set out herein shall immediately terminate. Additionally:

12.1 If an Event of Default under Section 11(ii) occurs, then the Company shall make a payment to the City equal to \$1,000 for each job below the required number of Qualified Jobs created and maintained by the Company for the year in which such shortfall occurs;

12.2 If an Event of Default under Sections 11(iii), (iv), or (v) occurs, then the Company shall make a repayment to the City of grant payments made by the City to the Company pursuant to this Agreement as follows:

(i) If such Event of Default occurs on or before December 31, 2026, the repayment amount shall be 100% of the grant payments received by the Company.

(ii) If such Event of Default occurs on or after January 1, 2027, and on or before December 31, 2027, the repayment amount shall be 75% of the grant payments received by the Company.

(iii) If such Event of Default occurs on or after January 1, 2028, and on or before December 31, 2028, the repayment amount shall be 50% of the grant payments received by the

Company.

(iv) If such Event of Default occurs on or after January 1, 2029, and on or before December 31, 2029, the repayment amount shall be 25% of the grant payments received by the Company.

(v) If such Event of Default occurs on or after January 1, 2030, and on or before December 31, 2030, the repayment amount shall be 10% of the grant payments received by the Company.

(vi) If such Event of Default occurs on or after January 1, 2031, and on or before December 31, 2031, the repayment amount shall be 5% of the grant payments received by the Company.

13. The Company and the City acknowledge that any monies appropriated and expended by the City for economic development incentives, as provided in this Agreement, are for a bona fide public purpose and are extended in good faith reliance on North Carolina General Statute § 158-7.1. Funding under the Job Creation Grant program may be contingent upon funding being budgeted by the City to support the program and subject to availability of funding, such incentive grants may be paid by the City from any fund sources of its choice. If funding ceases to be available, this Agreement shall automatically terminate. In the event a court of competent jurisdiction, after final appeal, rules, to which either the Company or the City is a party, that all monies expended by the City pursuant to this Agreement were not offered and accepted in good faith and in compliance with North Carolina General Statute § 158-7.1 and, further, that such monies must be repaid, the Company will make such repayment to the City. In the event one or more lawsuits are brought against the City or any City elected official, officer, agent or employee, or the Company, challenging the legality of this Agreement, then the City and the Company shall

exercise their best efforts to defend against any and all such lawsuits.

14. All notices, certificates or other communications required or permitted to be given or served hereunder shall be in writing, and shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notices, certificates or other communications required or permitted to be given or served hereunder are sent by United States Postal Service (USPS) or other courier service that retains receipts for its deliveries, it shall be deemed given or served upon the third calendar day following the day on which such notice, certificate or other communication is deposited with the USPS or upon actual delivery, whichever occurs first, properly addressed as follows:

City: City of Greenville
Attn: City Manager
P.O. Box 7207
Greenville, NC 27835

Company: Patheon Manufacturing Services LLC
Attn: Derek Niese, Finance Director
5900 Martin Luther King Jr. Highway
Greenville, NC 27834
(252) 707-7051
derek.niese@patheon.com

Thermo Fischer Scientific, Inc.
Attn: Michael Michaud, Vice President, Global Tax Accounting
168 Third Avenue
Waltham, MA 02451
(781) 622-1396
michael.michaud@thermofisher.com

The City or the Company may, by notice given to the other, designate any further or other different addresses to which notices, certificates, requests or other communications shall be sent.

15. This Agreement is intended for the benefit of the City and the Company and not any other person. This Agreement shall inure to the benefit of, and is binding upon, the City and the Company and their respective successors and assigns. However, neither this Agreement nor any

rights, privileges, or claims created by this Agreement may be transferred by the Company without the prior written approval of the City. An instrument shall be filed in the Office of the Register of Deeds of Pitt County which provides notice that the Property is subject to the conditions, requirements, and restrictions as contained in this Agreement. The instrument shall be indexed in the name of the Company in the grantor index.

16. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.

17. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully executed counterpart.

19. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of North Carolina; venue of any action shall be in the general court of justice in Pitt County, or if in federal court, in the Eastern District of North Carolina.

20. The term of this Agreement shall commence on the effective date of this Agreement as defined herein and expire on December 31, 2031 unless earlier terminated as provided herein.

21. Both the Company and the City acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining, and that it has been drafted by counsel for both the Company and the City. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

22. Company and City hereby agree to indemnify, defend and hold the other party, its officers,

directors, members, partners, agents, consultants, and employees harmless from and against any and all damages or other amounts payable to a third-party claimant, as well as any reasonable attorneys' fees and costs of litigation arising out of or resulting from any claim, suit, proceeding or cause of action brought by a third-party against either party, its officers, directors, members, partners, agents, consultants, and employees based on gross negligence or willful misconduct by such indemnifying party, its officers, directors, members, partners, agents, consultants, or employees as a result of work performed pursuant to this Agreement.

23. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

24. No action or failure to act by either party shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, no such action or failure to act shall constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

25. E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the Company represents and covenants that the Company and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (B) If this contract is subject to NCGS 143-133.3, the Company and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

[signature pages to follow]

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

City of Greenville

By: _____
P.J. Connelly, Mayor

Attest:
(SEAL)

Valerie Shiuwegar, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF PITT

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

Witness my hand and seal this the _____ day of _____, 202__.

Notary Public

My commission expires: _____

Patheon Manufacturing Services LLC

By: _____
Pat McNally, Senior Director of Quality for
Drug Product Division North America,
Thermo Fisher Scientific, Inc.

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, _____, a Notary Public in and for the aforesaid County and
State, do hereby certify that _____, _____, personally appeared
before me this day and acknowledged the due execution of the foregoing instrument on behalf of
the limited liability company.

Witness my hand and seal this the _____ day of _____, 202__.

Notary Public

My commission expires: _____

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

BY: _____
Byron Hayes, Director of Financial Services

EXHIBIT A
ANNUAL CERTIFICATION

TO: City of Greenville
ATTN: City Manager
P.O. Box 7207
Greenville, NC 27835

This Certificate is delivered pursuant to the Economic Development Agreement (the "Agreement") dated the _____ day of _____, 20____, between the City of Greenville ("City") and Patheon Manufacturing Services LLC ("Company"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement. The terms of the Agreement are incorporated into this Certificate as if fully set forth herein.

I do hereby certify, for and on behalf of the Company, that

- (a) The following Improvements were made during the Improvement Period from January 1, 20__, through December 31, 20__:
- (b) The amount of the personal and real property valuations of the Property and Improvements, as of January 1, 20____, are in the amount of_____.
- (c) The number of jobs existing *prior to* September 14, 2021:
- (d) The following new jobs have been added (4th Quarter NCUI 101 Quarterly Tax and Wage Report is attached as documentation):
- (d) Proof of taxes paid is attached to this certificate.

Certified, this the _____ day of _____, 20____.

Patheon Manufacturing Services LLC

By: _____

Title: _____

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that _____, _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and seal this the _____ day of _____, 202__.

Notary Public

My commission expires: _____



City of Greenville, North Carolina

Meeting Date: 01/13/2022

Title of Item: Results of the Financial Audit for Fiscal Year Ended June 30, 2021 Including Review of FY 2021-22 Unassigned Fund Balance

Explanation: Cherry Bekaert, LLP, the City's Independent Auditor, will present the results of the City's 2020-21 external audit. Cherry Bekaert representatives and staff of the Financial Services Department will be in attendance to answer any questions related to the audit. The following are a few highlights of the 2020-21 audit:

FY 2020-21 Audit Results:

- Cherry Bekaert, LLP issued an unmodified opinion on the financial statements for FY Ending June 30, 2021.
- An unmodified opinion is the best audit opinion that can be issued in a financial audit.
- No instances of material noncompliance material to the financial statements identified
- No audit findings disclosed in relation to Federal and State Awards
- No material weaknesses were identified related to internal controls over financial reporting.
- No material weaknesses were identified related to the City's Federal Awards.
- No significant deficiencies were identified related to the City's Federal Awards.
- No material weaknesses were identified related to the City's State Awards.
- No significant deficiencies were identified related to the City's State Awards.
- The City received the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting.

This is an outstanding audit report and a reflection of the importance that City Council and staff place on fiscal reporting and accountability.

On January 5, 2022, the City's Audit Committee reviewed the report for the Fiscal Year Ending June 30, 2021. A copy of the statements are attached for reference. At the City Council meeting, the auditors will discuss their opinion on the results of operations as of the end of the 2021 fiscal year.

The final phase of the annual audit cycle includes submission of financial statements to the Local Government Commission (LGC) for review. Following

LGC review and final revisions, the Annual Comprehensive Financial Report (ACFR) will be finalized and provided to the Mayor and City Council Members prior to January 31.

FY 2021-22 Fund Balance Designations:

Each year the City waits until the completion of the fiscal year audit to approve and record the next fiscal year's General Fund Balance designations. This timing is intended to ensure that the City is in compliance with its fund balance policy to maintain a floor of 14% of the current annual operating budget. The policy also states that the City will strive to maintain an undesignated fund balance of between 16% and 18%. The following is the calculation for FY 2021-22:

FY 2021-22 General Fund Budget	\$89,677,021
Budgeted Restricted Revenues	<u>(3,539,724)</u>
FY 2021-22 Unrestricted General Fund Budget	86,137,297
Unassigned Fund Balance Policy Percentage	<u>14.00%</u>
FY 2021-22 Calculated Unassigned Fund Balance	\$12,059,222

The following are the FY 2021-22 designations to General Fund Balance:

Unassigned Fund Balance Before FY 2021-22 Appropriations	\$14,764,286
Fund Balance FY 2021-22 Designations:	
a. Fund Balance Appropriated to Balance FY 2021-22 Budget	(750,000)
b. Department Carryover from FY 2020-2021 Budget	(1,196,000)
c. Additional Appropriations during FY 2021-22	
• GAFC Bathroom Renovation	(125,000)
• Reconciliation of Occupancy Tax	40,786
• Historic Preservation Project	<u>(25,000)</u>
Total FY 2021-22 Designations	(2,055,214)
Unassigned Fund Balance After FY 2021-22 Designations	\$12,709,072

The following is a summary of the FY 2021-22 Calculated Excess Fund Balance after the FY 2021-22 Designations:

Unassigned Fund Balance After FY 2021-22 Designations	\$12,709,072
FY 2021-22 Calculated Unassigned Fund Balance at 14%	<u>12,059,222</u>
FY 2021-22 Calculated Excess Fund Balance	\$ 649,850

The Unassigned Fund Balance After FY 2021-22 Designations stands at \$13,376,158 which represents an Unassigned Fund Balance Percentage of 14.75%. Staff recommends maintaining the 14.75% Unassigned Fund Balance percentage so as to strive to reach the 16% to 18% threshold as stated in policy.

Fiscal Note:

Detailed fiscal information is contained in the audit report

Recommendation:

Accept the audit results as presented by Cherry Bekaert, LLP for the year ended June 30, 2021 and the FY 2021-22 General Fund Balance After Designations

ATTACHMENTS

 **Fund Balance Calculation.pdf**

City of Greenville
 General Fund- Unassigned Fund Balance
 Fiscal Year 2021-2022

FY2020-21 Excess Fund Balance Calculation	
FY2021-22 General Fund Budget	\$ 89,677,021
Less Appropriated Fund Balance	\$ (750,000)
Less Restricted Revenue	<u>(2,789,724)</u>
FY2021-22 Budget Less Powell Bill	\$ 86,137,297
Fund Balance Percentage Floor	14.00%
Calculated Fund Balance Floor	<u><u>\$ 12,059,222</u></u>
Unassigned Fund Balance per FY2020-21 Audit	\$ 14,764,286
a. Fund Balance Appropriated to Balance FY 2021-22	(750,000)
b. Department Carryover from FY 2020-21 Budget	
CMO Part Time Staff	(59,000)
Additional Capital Investment Grant	(35,000)
Job Creation Grants	(324,000)
Additional CMO Contracted Services	(43,000)
Hunden Contract	(94,000)
Inspections Demos	(40,000)
Rec ARP design	(75,000)
Ward & Smith Contract	(70,000)
Department Supplies and Equipment	(5,000)
Additional Appropriation for Wildwood	(451,000)
c. Additional Appropriations During FY 2021-22	
GAFC Bathroom Renovation	(125,000)
Reconcile Occupancy Tax Cash	40,786
Historic Preservation	(25,000)
Unassigned Fund Balance Less Appropriations	\$ 12,709,072
Calculated Unassigned Fund Balance at 14% Floor	12,059,222
FY 2021-22 Calculated Excess Fund Balance	<u><u>\$ 649,850</u></u>



City of Greenville, North Carolina

Meeting Date: 01/13/2022

Title of Item: Resolution authorizing a lease agreement with American Legion Post 160 for the City-owned property and improvements known as the Lucille W. Gorham Intergenerational Center Chapel, located on tax parcel #73374, having an address of 1124 West Fifth Street, also referred to as Building 5

Explanation: The American Legion Post 160 previously leased City-owned property located at 1700 Chestnut Street (the Old West End Fire Station) for its meetings and activities. The previous lease was for a five-year term and has expired, and the Post wishes to enter into a new lease to allow for use of City-owned property.

The facility at 1700 Chestnut Street is in need of repairs, so City staff has worked with the American Legion to find a suitable alternate facility for the Post to lease, that being the Lucille W. Gorham Intergenerational Center Chapel, located on tax parcel #73374, having an address of 1124 West Fifth Street, also referred to as Building 5 ("property").

The proposed annual lease payment is one dollar (\$1.00), and the lease duration is for a term of one (1) year with an option for two (2) additional, but separate, one (1) year terms and includes terms and conditions based on the alternative identified property. Due to the alternative location, the City proposes to be responsible for repairs, maintenance, and utility expenses, and use of the facility will be facilitated via requests and/or scheduling with the Public Works Department. 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 Lucille W. Gorham Intergenerational Center Chapel, located on tax parcel #73374, having an address of 1124 West Fifth Street, Greenville, NC 27834, also referred to as Building 5, for a term of one (1) year commencing on January 14, 2022, and terminating on January 13, 2023, with an option to renew for two (2) additional, but separate, one (1) year terms, for the annual rental sum of one dollar (\$1.00) and does further authorize the City Manager to execute said lease agreement.

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

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

ATTACHMENTS

-  [Resolution_Approving_Lease_Agreement_with_American_Legion.pdf](#)
-  [Lease with American Legion for IGC Chapel.pdf](#)
-  [Map_Exhibit_A_-_Lease_IGC_-American Legion Post 160.pdf](#)

RESOLUTION NO. ___-22
RESOLUTION APPROVING A LEASE AGREEMENT WITH
AMERICAN LEGION POST 160 FOR A MAXIMUM TERM OF THREE YEARS

WHEREAS, North Carolina General Statute (G.S.) § 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, the City is the owner of real property (“property”) situated within the City of Greenville, Pitt County, North Carolina, known as the Lucille W. Gorham Intergenerational Center Chapel, located on tax parcel number 73374, having an address of 1124 West Fifth Street, Greenville, NC 27834, also referred to as Building 5; and

WHEREAS, the City Council and American Legion Post 160 desire to enter a lease for the property for a term of one (1) year with an option for two (2) additional, but separate, one (1) year terms, for the annual rental sum of one dollar (\$1) pursuant to G.S. § 160A-272; and

WHEREAS, the American Legion Post 160 previously leased City-owned property located at 1700 Chestnut Street; however, this facility is in need of repairs and the property would provide an alternative location for use; 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 Lucille W. Gorham Intergenerational Center Chapel located on Tax Parcel #73374, having an address of 1124 West Fifth Street, Greenville, NC 27834, also referred to as Building 5, for a term of one (1) year commencing on January 14, 2022, and terminating on January 13, 2023, with an option for two (2) additional, but separate, one (1) year terms, 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 13th day of January, 2022.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

**NORTH CAROLINA
COUNTY OF PITT**

**LEASE
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the _____ day of January, 2022, 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;

WITNESSETH:

WHEREAS, the City is a municipal corporation established and operating pursuant to the laws of the State of North Carolina;

WHEREAS, the City is the owner of real property ("property") situated within the City of Greenville, Pitt County, North Carolina, known as the Lucille W. Gorham Intergenerational Center, located on tax parcel number 73374 with an address of 1101 Ward Street, and on tax parcel number 73374 having the addressed buildings of 1100 Ward Street, 1110 W. Fifth Street, 1118 W. Fifth Street, and 1124 W. Fifth Street, and being fully described in that certain deed recorded in Deed Book 2196, Pages 463-465, and further identified on the map entitled Intergenerational Center Property recorded in Map Book 66, Page 116, all in the Pitt County Registry to which reference is made for a more accurate description;

WHEREAS, LESSEE is an organization that performs the mission of enhancing the well-being of America's veterans, their families, our military, and our communities by their devotion to mutual helpfulness, including principles that center around meeting the needs of local communities and a commitment to mentoring youth and sponsorship of wholesome programs in our community;

WHEREAS, the LESSOR and LESSEE desire to enter a lease for the Leased Premises as specifically described below for a 1 year period with option to renew for 2 additional terms, additional 1 year each pursuant to G.S. § 160A-272;

WHEREAS, LESSEE during the term of the lease shall host meetings and sponsored social events on a portion of the property defined below as "Leased Premises";

WHEREAS, the current facility used by LESSEE located at 1700 Chestnut Street is in need of repairs and the Leased Premises would provide an alternative location for use by the LESSEE;

WHEREAS, on _____, the Greenville City Council acting pursuant to G.S. §160A-272, adopted Resolution No. _____ providing for the lease of the Leased Premises to LESSEE upon specified terms and conditions.

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Leased Premises.

A building known as the Lucille W. Gorham Intergenerational Center Chapel located on tax parcel number 73374, having an address of 1124 W. Fifth Street, Greenville, NC 27834 also referred to as Building 5. See *Exhibit "A" attached hereto.*

2. Term.

The term of this Lease Agreement is for one (1) year, commencing on the 14th day of January, 2022, and expiring on the 13th day of January 2023. Provided that all conditions of this Lease Agreement have been properly complied with by the LESSEE, the LESSEE may, upon mutual agreement of the LESSOR and LESSEE, extend the term of this Lease Agreement for two (2) additional, but separate, one (1) year terms by giving to the LESSOR written notice of its intention to do so not later than the 1st day of October, 2022 for year 2 and the 1st day of October, 2023 for year 3, and in the event of such extension, all of the terms and conditions of this Lease Agreement shall continue in full force and effect unless modified in alignment with paragraph 26, "*Amendment and Waiver.*" of this Lease Agreement.

3. Rent.

The annual rent shall be ONE DOLLAR, and shall be paid by the first day of January of each year except for year 1, which shall be paid upon execution of this Lease Agreement. Rent payments shall be delivered to the City Manager of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

4. Use of Leased Premises.

4.1. During the term of this Lease Agreement, LESSEE shall use the Leased Premises for meetings and sponsored events and social functions of the LESSEE. Unless LESSOR provides advanced written consent, LESSEE shall make no other use of the Leased Premises, including:

- a. Allowing others unaffiliated with LESSEE to use the Leased Premises;
- b. Uses that require a building permit, zoning compliance or special use permits for intended activities of the LESSOR; or
- c. Uses that are incompatible or interfere with other prior approved facility uses.

4.2. LESSEE shall develop and submit a schedule within 20 calendar days of the execution of this Lease Agreement for review and approval by the City for use of the Leased Premises. LESSEE's use outside of the approved schedule should be requested by contacting the LESSOR (Public Works Department) by telephone at 252-329-4522, at least one (1) week, or seven (7) days, in advance of the date needed for use.

4.3. LESSOR in its sole discretion may approve or disapprove said request or condition its approval on factors deemed by LESSOR to be in the best interest of preserving the Leased Premises. However, no authorization of use shall be unreasonably withheld by LESSOR, or unreasonably conditioned.

5. Additional Limits and Conditions.

In addition to the restrictions on the use of the Leased Premises set forth in paragraph 4, "*Use of Leased Premises.*", the LESSEE agrees to the following limits and conditions governing the use of the Leased Premises:

- a. The possession of and use of food and beverages, including alcoholic, and smoking is prohibited on the Leased Premises. LESSEE shall contact the LESSOR in advance for alternate arrangements if food and beverage are part of the planned activities.
- b. All use of the Leased Premises must cease by no later than 8:00 PM. The City shall lock the facility no later than 8:30 PM.
- 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 social functions at the Leased Premises will not be allowed to loiter on the premises and will be considered as trespassers.

6. Activities Report.

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

7. Signage.

No signs shall be erected on the Leased Premises without the prior written approval of the LESSOR. Additionally, the LESSEE shall not remove any existing signage or have the right to challenge LESSOR's placement of new signage on the Leased Premises.

8. Acceptance of Leased Premises.

The LESSEE agrees to accept the Leased Premises in its present physical condition.

9. Repairs and Maintenance.

The LESSOR shall, at its expense, be responsible for all maintenance and repairs, both major and minor, of the Leased Premises. The responsibility of the LESSOR 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.

d. Security and fire alarm panels and service.

The LESSOR 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 LESSOR shall, at its sole expense, keep the Leased Premises in good condition, reasonable wear and tear excepted.

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

10. Inspection.

During the term of this Lease Agreement, the LESSOR, its agents, members, employees and/or licensees shall be permitted to access and inspect the Leased Premises at any time.

11. Alterations and Improvements.

No alterations, additions, improvements, or renovations shall be made to the Leased Premises by LESSEE.

12. Utilities.

The LESSOR 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. Prior to installation, all telephone and network connections for use by LESSEE must be coordinated with the City. Thermostats shall be set to the following: 68* Heating and 74* Cooling.

13. Taxes and Assessments.

LESSOR AND LESSEE acknowledge that the Leased Premises is owned by the City of Greenville and that no City or County property taxes shall be due and payable thereon. LESSEE shall pay promptly all of LESSEE's personal property taxes lawfully levied against personal property of any kind upon or about the premises.

14. 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.

15. Damage or Destruction by Fire or Other Casualty.

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

16. Assignment and Subletting.

LESSEE shall not assign or transfer this Lease Agreement or sublet the Leased Premises or any part of the Leased Premises. If there are any changes or replacements to the Post Commander for LESSEE's local organization, LESSEE shall notify LESSOR in writing to the contact information listed under paragraph 24, "Notices.", within 10 days of the change.

17. Indemnity.

To the extent permitted by law, LESSEE shall and does hereby indemnify the LESSOR and agrees to save it harmless and, at the LESSOR's option, defend it from and against any and all claims, actions, damages, liabilities and expenses (including attorneys' and other professional fees), judgments, settlement payments, and fines paid, incurred or suffered by the LESSOR in connection with loss of life, personal injury and/or damage to property suffered by parties arising from or out of the occupancy or use by LESSEE of the property or any part thereof including the Leased Premises occasioned wholly or in part by any act or omission of LESSEE, its officers, managers, members, shareholders, directors, agents, contractors, employees, licensees or invitees. LESSEE's obligations pursuant to this section shall survive any termination of this Lease with respect to any act, omission or occurrence which took place prior to such termination.

18. Termination.

LESSOR or LESSEE may terminate this Lease Agreement without cause given written thirty (30) days' notice to the other party.

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 gain access to the Leased Premises through scheduling with the LESSOR as described in paragraph 4, "*Use of Leased Premises.*", of the Lease Agreement.

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 and points of contact for the purpose of this section shall 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 and Waiver.

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. Failure by the LESSOR to insist on strict compliance with any term or condition shall not be deemed a waiver of said compliance.

27. Governing Law.

This Agreement shall be deemed made in Pitt County, North Carolina. This Agreement shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this Agreement shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.

28. 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.

29. Execution in Counterparts.

This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

30. Force Majeure.

Neither party hereto shall be required to perform any term, condition, or covenant of this Lease during such time performance, after the exercise of due diligence to perform is delayed or prevented by acts of God, civil riots, organized labor disputes, pandemic, epidemic, or governmental restrictions.

31. Survival and Binding Effect.

This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, beneficiaries, legal representatives, successors and assigns.

32. Unenforceability.

If any provision of this Lease is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be severable and the remainder of the Lease shall continue in full force and effect.

33. E-Verify Requirements.

(a) If this Lease is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) Tenant represents and covenants that its contractors and subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (a) in entering into this Lease. (b) If this Lease is subject to NCGS 143-133.3, the Tenant and its contractors and subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

{Signatures on following pages}

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

**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 _____, 202__.

Notary Public

My Commission Expires:_____

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 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 _____, 202__.

Notary Public

My Commission Expires:_____

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

BY: _____
Byron Hayes, Director of Financial Services

Account Number: _____

Project Code (if applicable): _____

Exhibit A

Map of the Intergenerational Center Property
Attached and incorporated by reference to the Lease Agreement

Exhibit A

SITE DATA

TOTAL AREA 'A' 2,326 AC.
 TOTAL AREA 'B' 0,463 AC.
 AREA IN COMMON AREA 0,000 S.F.
 AREA IN PARKS, RECREATION AREAS
 CEMETERIES AND THE LIKE 0

GENERAL NOTES

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. THIS MAP IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
3. IRON STAKES TO BE SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
4. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
5. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, REF. FIRMS 3720467000, DATED JANUARY 2, 2004 AND 3720468000, DATED JANUARY 2, 2004.
6. UNLESS OTHERWISE NOTED ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.

Building	Name
1	Lessie Bass Building
2	School Bldg
3	Annex
4	Rectory
5	Chapel

Area Name	
A	Playground
B	Parking Lot

Parking for Tenants

CP LOCATED IN
 FENCE POST (BENT) N 28°52'01" E
 6.78' FROM ANGLE IRON FOUND.

N.C.G.S. STATION CADILLAC
 NORTHING: 681,894.8928
 EASTING: 2,478,715.7151

COMBINED FACTOR: 0.9998946

N.C.G.S. STATION TYSON
 NORTHING: 681,941.3297
 EASTING: 2,479,520.3920

FINAL PLAT SHEET 1 OF 1

INTERGENERATIONAL CENTER PROPERTY
 (FORMERLY ST. GABRIEL'S CATHOLIC CHURCH)

GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

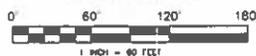
PARCELS: 27025, 27026, 27027, 27028, 27029, 27030,
 27031, 27032, 27033, 27034, 27035, 27036,
 27037, 26974, 27002, 27003, 27004, 27024

W. TODD JENKINS LAND SURVEYING 184 BAKER ROAD PINK HILL, NORTH CAROLINA 28572 TELEPHONE: 910-298-2087	SURVEYED: WTJ	APPROVED: DEF
	DRAWN: WTJ	DATE: 09/28/08
	CHECKED: WTJ	SCALE: 1" = 60'

REFERENCES

MAP BOOK X-6, PAGE 487
 MAP BOOK 15, PAGE 7
 MAP BOOK 2, PAGE 49
 OF THE PITT COUNTY REGISTRY.

GRAPHIC SCALE



REVIEW OFFICER'S CERTIFICATE

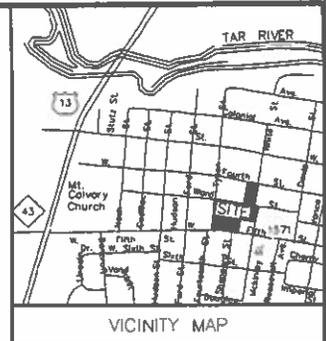
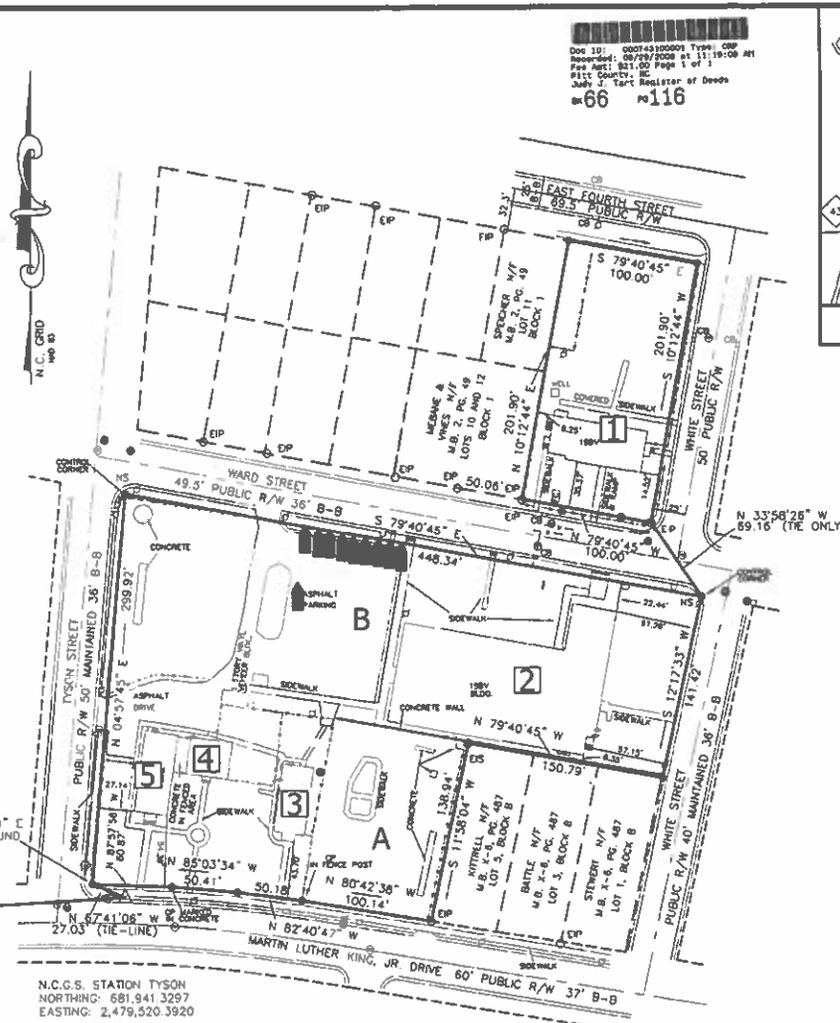
REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 REVIEW OFFICER: *[Signature]* DATE: 9/28/08

NORTH CAROLINA - PITT COUNTY
 FILED FOR REGISTRATION THIS THE _____ DAY
 OF _____ 2008 AT _____ O'CLOCK P.
 JULY J. TART, REGISTERED DEEDS
 BY: _____ DEPUTY REGISTER OF DEEDS

CERTIFICATION

I, WELLY TODD JENKINS CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 171, PAGE 104; BOOK 422, PAGE 71; BOOK 41, PAGE 241; BOOK 133, PAGE 233; BOOK 170, PAGE 33; BOOK 178, PAGE 212) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN REFERENCES LISTED HEREIN THAT THE RATIO OF PROVISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:110,000. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED. WITNESSES MY HAND AND SEAL THIS 28th DAY OF SEPTEMBER, 2008.

WITNESSED AND SEALED
 WELLY TODD JENKINS
 REGISTERED DEEDS
 PITT COUNTY, NORTH CAROLINA



- ### LEGEND
- HS - MAIL SET
 - EP - IRON PIPE FOUND
 - - IRON STAKE SET UNLESS OTHERWISE NOTED
 - BOUNDARY LINE OF RIGHT OF WAY, EASEMENT OR ADJOINERS
 - D.B. - DEED BOOK
 - M.B. - MAP BOOK
 - PQ. - PAGE
 - N/F - NOW OR FORMERLY
 - R/W - RIGHT OF WAY
 - E— OVERHEAD POWER LINE
 - NOT TO SCALE
 - MANHOLE
 - POWER POLE OR SERVICE POLE
 - FIRE HYDRANT
 - WATER VALVE COVER
 - GAS VALVE COVER
 - WATER METER COVER
 - PAINTED WATER LINE
 - PAINTED SEWER LINE
 - TRAFFIC SIGNAL BOX
 - GAS SERVICE
 - METER BOX
 - SEWER CLEANOUT OR SERVICE
 - FENCE
 - BLDG. - BUILDING
 - CB - CATCH BASIN
 - ZBBV - TWO STORY BRICK VENEER
 - 1BBV - ONE STORY BRICK VENEER
 - FG - CALCULATED (NO POINT SET)
 - FIRE CONNECTION



City of Greenville, North Carolina

Meeting Date: 01/13/2022

Title of Item: Updated Municipal Agreements with the North Carolina Department of Transportation for Dickinson Avenue Modernization Project No. U-5606 Betterments

Explanation: The North Carolina Department of Transportation (NCDOT) has programmed the reconstruction of Dickinson Avenue between NC 11 (South Memorial Drive) to Reade Circle as Project No. U-5606 slated for construction in late Spring 2022. The City requested that NCDOT include traditional streetscape improvements to include sidewalks, upgraded lighting, and brick pavers throughout the project.

The original municipal agreement dated February 6, 2017 in the amount of \$1,623,090 was voided, and two updated municipal agreements were prepared to take its place. Due to administrative changes, NCDOT no longer allows design and construction to be shown on one agreement; two separate agreements -- one for design and one for construction -- are now required and are attached.

The updated estimated total cost for design and construction to the City of Greenville is \$974,000. The agreement provides that the City would pay the total cost once the project is complete and within sixty (60) days after invoicing by NCDOT.

Fiscal Note: The total estimated cost for design and construction of the requested betterments is \$974,000. The City will be responsible for 100% of the actual cost of all requested betterments. These funds are available in Capital Reserves.

Recommendation: City Council approve the municipal agreements for design and construction with NCDOT for betterments along Dickinson Avenue (U-5606).

ATTACHMENTS

-  [City of Greenville_DESIGN 12-22-21 \(2\).pdf](#)
-  [City of Greenville_CONSTRUCTION 12-22-21 \(2\).pdf](#)

AGREEMENT OVERVIEW

DATE: 12/22/2021

NORTH CAROLINA
PITT COUNTY

PROJECT NUMBERS

PARTIES TO THE AGREEMENT:

TIP NUMBER: U-5606
WBS ELEMENT (PE): 45834.1.1

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

CITY OF GREENVILLE

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF TIP Project (“Project”): SR 1598 (Dickinson Avenue) from NC 11 to Reade Circle to improve roadway. Design work for both streetscape betterments and lighting betterments requested by the City of Greenville.

ADDITIONAL WORK: Design of streetscaping and lighting betterments.

ESTIMATED COST OF THE ADDITIONAL WORK: \$249,300
COSTS TO OTHER PARTY: \$249,300

PAYMENT TERMS: The Department will bill the Municipality upon completion of the work.

MAINTENANCE: N/A

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This **AGREEMENT** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **DEPARTMENT** and the City of Greenville, hereinafter referred to as the **Municipality**.

The parties to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the Parties, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the Parties hereto for the purposes of this Agreement; and,

WHEREAS, the **Municipality** has requested that the **Department** perform all phases of said work or provide services; and,

WHEREAS, the Parties hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including reviews, goods or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

- The **Department** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, and as shown in the **PROJECT DELIVERY** Provision. The **Municipality** shall be responsible for maintenance.
- The **Municipality** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PLANNING, DESIGN, AND CONSTRUCTION

The **Department** will be responsible for preparing the environmental and/or planning document, obtaining any environmental permits and preparing the project plans and specifications.

The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project. All work shall be done in accordance with Departmental standards, specifications, policies and procedures.

B. RIGHT OF WAY ACQUISITION

The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

C. MUNICIPAL UTILITY RELOCATIONS

RESPONSIBILITIES

The **Municipality** shall be responsible for the relocation and adjustment of all municipally owned utilities in conflict with the Project and shall exercise any rights that it may have under any franchise to effect all necessary changes, adjustments, and relocations of communications and electric power lines; underground cables, gas lines, and, and other pipelines or conduits; or any privately- or publicly-owned utilities.

1. Said work shall be performed in a manner satisfactory to the **Department** prior to the **Department** beginning construction of the Project. The **Municipality** shall make every effort to promptly relocate said utilities in order that the **Department** will not be delayed in the construction of the Project.
2. The **Municipality** shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits, whichever is greater, of the Project.
3. The Department, where necessitated by construction, will make vertical adjustments of two (2) feet or less to the existing manholes, meter boxes, and valve boxes at no expense to the Municipality.
4. The **Department** shall not be liable for any work that the **Municipality** undertakes with respect to said utility relocation.

COSTS AND FUNDING

5. If applicable, the **Department** will reimburse the **Municipality** in accordance with NCGS 136-27.1. A separate utility agreement may be prepared to address these costs and payment terms.

UTILITY RELOCATION BY DEPARTMENT

6. If the **Municipality** requests the **Department** to include the relocation and/or adjustment of municipally owned utilities in its construction contract provisions, and the **Department** agrees, then a separate utility agreement will be prepared to state the cost estimate and the reimbursement terms, if applicable. The **Municipality** shall reimburse the **Department** all or a portion of the costs associated with said relocation, in accordance

with NCGS 136-27.1. Reimbursement will be based on final project plans and actual costs of relocation.

IV. COSTS AND FUNDING

A. ADDITIONAL WORK

The **Municipality** shall be responsible for 100% of the cost of the Preliminary Engineering design plans. The actual cost to the Municipality is \$249,300. It is understood by both the **Department** and the **Municipality** that this is a final cost for Preliminary Engineering unless the Municipality requests additional work not covered under this Agreement.

B. INVOICING BY THE DEPARTMENT

Upon completion of the Project, the **Department** will calculate actual costs of work and bill the **Municipality**. Reimbursement to the **Department** shall be made in one final payment within sixty days of invoicing by the **Department**. A late payment penalty and interest will be charged on any unpaid balance due in accordance with G. S. 147-86.23.

If the **Municipality** has pre-paid or made any previous downpayment, those funds will be counted against final costs. If costs are less than the funding received, then the **Department** will return any overpayment.

In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement.

V. STANDARD PROVISIONS

Agreement Modifications

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a written Supplemental Agreement.

Assignment of Responsibilities

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

Agreement for Identified Parties Only

This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

Other Agreements

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

Authorization to Execute

The parties hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective parties to the terms contained herein.

Debarment Policy

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

Indemnification

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

Gift Ban

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology,

ACCOUNTS RECEIVABLE

TIP AGREEMENT-PE

1000012554

Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue,
Transportation, and the Office of the Governor).

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the DEPARTMENT and the MUNICIPALITY by authority duly given.

City of Greenville

FED TAX ID NO: _____

Authorized Signer: _____

REMITTANCE ADDRESS:

Print Name: _____

City of Greenville
PO Box 7207
Greenville, NC
27835

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Act:

Finance Officer: _____

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 12/8/2021 (DATE)

AGREEMENT OVERVIEW

DATE: 12/22/2021

NORTH CAROLINA
PITT COUNTY

PROJECT NUMBERS

PARTIES TO THE AGREEMENT:

TIP NUMBER: U-5606
WBS ELEMENT (CON): 45834.3.1

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

CITY OF GREENVILLE

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF TIP Project (“Project”): Improvements to SR 1598 (Dickinson Avenue) from US 13/ NC 11 to SR 1610 (Reade Circle), Greenville, Pitt County.

ADDITIONAL WORK: The Project betterments include benches, bike racks, concrete plinths, trash receptacles, brick crosswalks, concrete scoring, trees, perennials and grasses and mulch for planting and seeding. Lighting betterments include electrical ducts, junction boxes, feeder circuits in conduit systems and receptacles.

ESTIMATED COST OF THE ADDITIONAL WORK: \$724,700
COSTS TO OTHER PARTY: \$724,700

PAYMENT TERMS: The Department will bill the City of Greenville upon completion of the Project.

MAINTENANCE: City of Greenville will be responsible for maintenance of all above-listed streetscaping and lighting.

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This **AGREEMENT** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **DEPARTMENT** and the City of Greenville, hereinafter referred to as the **Municipality**.

The parties to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the Parties, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the Parties hereto for the purposes of this Agreement; and,

WHEREAS, the **Municipality** has requested that the **Department** perform all phases of said work or provide services; and,

WHEREAS, the Parties hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including reviews, goods or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

- The **Department** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, and as shown in the **PROJECT DELIVERY** Provision. The **Municipality** shall be responsible for maintenance.
- The **Municipality** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PRELIMINARY ENGINEERING

The **Department** will prepare plans for the additional work requested by the Municipality. The **Department** will be responsible for entering into any contracts or agreements with professional engineering firms (PEFs) to perform said planning and design. All work shall be

performed in accordance with the Department's policies, procedures, standards, and specifications, and the provisions of this Agreement.

B. RIGHT OF WAY ACQUISITION

The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

C. MUNICIPAL UTILITY RELOCATIONS

RESPONSIBILITIES

The **Municipality** shall be responsible for the relocation and adjustment of all municipally owned utilities in conflict with the Project and shall exercise any rights that it may have under any franchise to effect all necessary changes, adjustments, and relocations of communications and electric power lines; underground cables, gas lines, and, and other pipelines or conduits; or any privately- or publicly-owned utilities.

1. Said work shall be performed in a manner satisfactory to the **Department** prior to the **Department** beginning construction of the Project. The **Municipality** shall make every effort to promptly relocate said utilities in order that the **Department** will not be delayed in the construction of the Project.
2. The **Municipality** shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits, whichever is greater, of the Project.
3. The Department, where necessitated by construction, will make vertical adjustments of two (2) feet or less to the existing manholes, meter boxes, and valve boxes at no expense to the Municipality.
4. The **Department** shall not be liable for any work that the **Municipality** undertakes with respect to said utility relocation.

COSTS AND FUNDING

5. If applicable, the Department will reimburse the Municipality in accordance with NCGS 136-27.1. A separate utility agreement may be prepared to address these costs and payment terms.

UTILITY RELOCATION BY DEPARTMENT

6. If the Municipality requests the Department to include the relocation and/or adjustment of municipally owned utilities in its construction contract provisions, and the Department agrees, then a separate utility agreement will be prepared to state the cost estimate and the reimbursement terms, if applicable. The Municipality shall reimburse the Department all or a portion of the costs associated with said relocation, in accordance with NCGS 136-27.1. Reimbursement will be based on final project plans and actual costs of relocation.

D. CONSTRUCTION

The **Department** will be responsible for the construction of the Project. The Department will be responsible for the construction of the Project in accordance with the plans and specifications as filed with, and approved by, the **Department**. The Department will administer the construction contract for said Project.

E. MAINTENANCE

Upon completion of the Project:

1. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highway," and department criteria.
2. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.
3. The **Municipality** will be responsible for maintenance of all above-listed Streetscaping (including brick crosswalks) and lighting items after construction.

IV. COSTS AND FUNDING

A. ADDITIONAL WORK

At the request of the **Municipality** and in accordance with the Department’s Pedestrian Policy Guidelines or the Complete Streets Guidelines, the **Department** shall include provisions in its construction contract for the construction of pedestrian facilities and/or other additional work as indicated in the Table below. Said work shall be performed in accordance with the additional work as indicated in the Table below. Said work shall be performed in accordance with the Department’s policies, procedures, standards, and specifications, and the provisions of this Agreement.

Description	Cost to Municipality	Municipal Share of Estimated Cost	Department Share of Estimated Cost
Streetscaping	\$553,600	100%	0%
Lighting	\$171,100	100%	0%
Total Estimated Cost to Municipality	\$724,700		

The Municipality has agreed to participate in the actual cost of the additional work in the cost share noted in the above table. The estimated cost of the additional work is \$724,700. The estimated cost to the Municipality is \$724,700. Both parties understand that this is an estimated cost and is subject to change.

B. INVOICING BY THE DEPARTMENT

Upon completion of the Work, the Department will invoice the **Municipality** for their share of the actual costs of additional construction work requested by the **Municipality**. Reimbursement to the **Department** shall be made in one final payment within sixty days of invoicing by the Department. A late payment penalty and interest will be charged on any unpaid balance due in accordance with G. S. 147-86.23.

If the Municipality has pre-paid or made any previous down payment, those funds will be counted against final costs. If costs are less than the funding received, then the Department will return any overpayment.

In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the

Department to withhold so much of the Municipality's share of funds allocated to said Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement.

V. STANDARD PROVISIONS

Agreement Modifications

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a written Supplemental Agreement.

Assignment of Responsibilities

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

Agreement for Identified Parties Only

This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

Other Agreements

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

Authorization to Execute

The parties hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective parties to the terms contained herein.

Debarment Policy

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

Indemnification

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

Gift Ban

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the DEPARTMENT and the MUNICIPALITY by authority duly given.

City of Burlington

FED TAX ID NO: _____

Authorized Signer: _____

REMITTANCE ADDRESS:

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Act:

Finance Officer: _____

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 12/8/2021 (DATE)



City of Greenville, North Carolina

Meeting Date: 01/13/2022

Title of Item: Resolution approving the granting of easements to the North Carolina Department of Transportation for the Dickinson Avenue Modernization Project (U-5606)

Explanation: In 2021, the North Carolina Department of Transportation re-initiated the Dickinson Avenue Modernization Project (U-5606). As a result, stakeholders met to review the previous design and update components impacted by recently completed construction projects adjacent to the corridor. During this process, the City of Greenville requested two modifications that impacted the completed Right-of-Way (ROW) Certification. Those items are:

1. continuation of the sidewalk along Dickinson Avenue across the Atlantic Avenue intersection; and
2. removal of an existing driveway cut along Dickinson Avenue located at NC Museum of Natural Sciences (A Time for Science), 729 Dickinson Avenue.

The plans have been updated accordingly. Unfortunately, the requested improvements fall outside the existing ROW and require additional Temporary Construction Easements (TCE) and Permanent Drainage Easements (PDE). The easements are located on property owned by the City and are as follows:

1. An additional 464 square foot temporary construction easement for a total of about 2810 square feet upon property located at the northwestern and northeastern corners of the intersection of Dickinson Avenue and Atlantic Avenue as described in Deed Book 3035, Page 638, Pitt County Registry.
2. An addition of a 394 square foot permanent drainage easement, and a reduction to only a 523 square foot temporary construction easement upon property located at the northwestern intersection of Dickinson Avenue and Ficklen Street as described in Deed Book 4061, Page 38, and Map of Record in Book 74, Page 30, Pitt County Registry.

Per NCGS § 160A-273 and NCGS § 160A-274(b), the Engineering Department is requesting the City grant the easements in an effort to keep the project on schedule. The current let date is March 15, 2022. Attached for your review and execution is a resolution authorizing the Mayor and City Clerk to execute the documents conveying donation of said easements for and on behalf of the City of Greenville.

Fiscal Note: The City will not receive compensation for the grant of easements.

Recommendation: Approve the attached resolution granting the easements to the North Carolina Department of Transportation for the Dickinson Avenue Modernization Project (U-5606).

ATTACHMENTS

- 📎 [Resolution Approving the Grant of Right-of-Way and Easements to the North Carolina Department of Transportation for the Dickinson Avenue Improvement Project.pdf](#)
- 📎 [Kimley Horn Maps.pdf](#)

RESOLUTION NO. ____-22

RESOLUTION APPROVING THE GRANT OF RIGHT-OF-WAY AND EASEMENTS TO THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR THE DICKINSON AVENUE IMPROVEMENT PROJECT

WHEREAS, the City of Greenville (“City”) is the owner of property located at the intersection of Dickinson Avenue and Atlantic Avenue as described in the deed recorded in Book 3035, Page 638 of the Pitt County Registry of Deeds, and the intersection of Dickinson Avenue and Ficklen Street as described in the deed recorded in Book 4061, Page 38 of the Pitt County Registry of Deeds; and

WHEREAS, the North Carolina Department of Transportation has requested additional permanent drainage easements, permanent utility easements, and temporary construction easements in connection with the Dickinson Avenue Improvement Project; and

WHEREAS, North Carolina General Statutes § 160A-273 and § 160A-274(b) authorizes the City to grant right-of-way and easements with or without consideration to the North Carolina Department of Transportation upon any city property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the grant of easements to the North Carolina Department of Transportation upon property it owns, to facilitate the Dickinson Avenue Improvement Project, said easements being the following:

- (1) An additional 464 square foot temporary construction easement for a total of about 2,810 square feet upon property located at the northwestern and northeastern corners of the intersection of Dickinson Avenue and Atlantic Avenue as described in Deed Book 3035, Page 638, and Map Book 76, Page 56 of the Pitt County Registry.
- (2) An addition of a 394 square foot permanent drainage easement, and a reduction to only a 523 square foot temporary construction easement upon property located at the northwestern intersection of Dickinson Avenue and Ficklen Street as described in Deed Book 4061, Page 38, and Map Book 74, Page 30 of the Pitt County Registry.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that either the Mayor or City Manager are hereby authorized to execute the documents conveying said easements for and on behalf of the City.

This the 13th day of January, 2022.

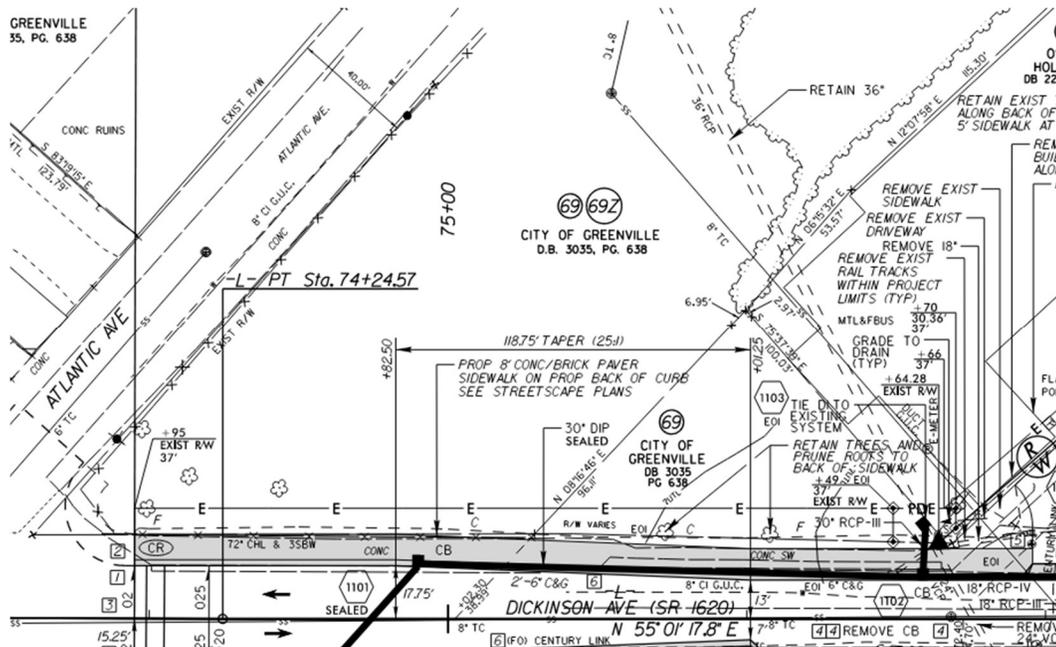
P.J. Connelly, Mayor

ATTEST:

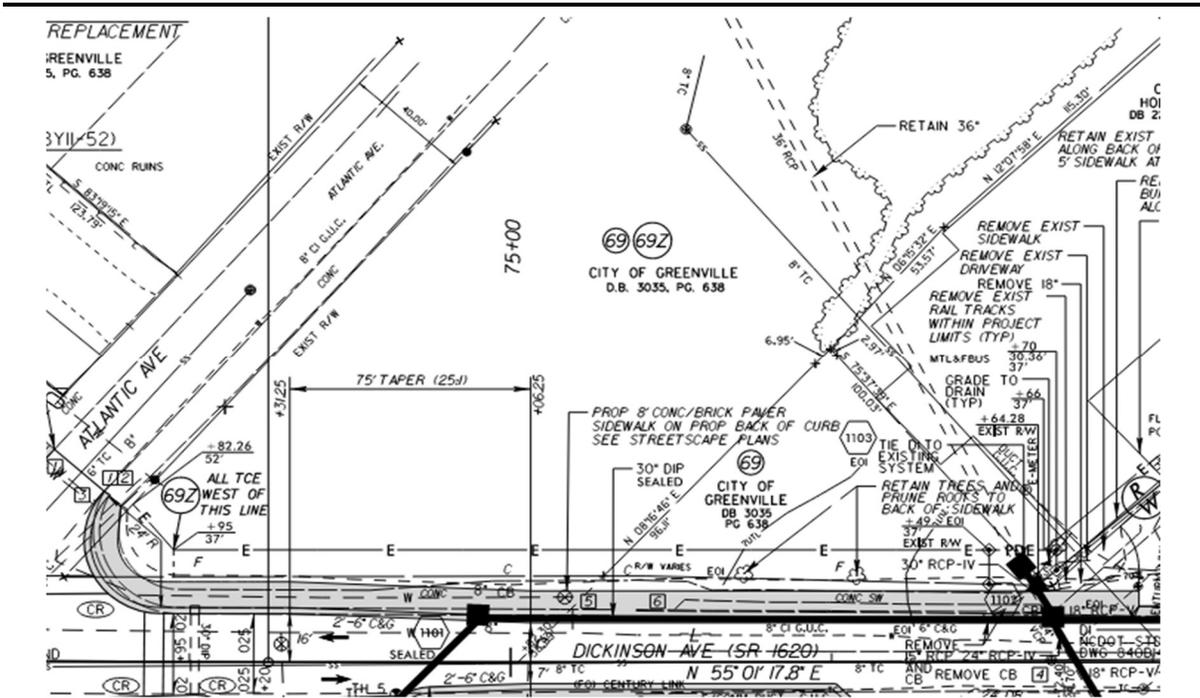
Valerie Shiuwegar, City Clerk

Parcel 69/69Z

In the summer of 2021 and after the ROW Certification had already been obtained, the City of Greenville asked that the sidewalk construction along Dickinson Ave be extended across the Atlantic Drive Intersection. The plans were updated accordingly. Unfortunately, the proposed sidewalk falls outside of the existing ROW and required additional TCE. The original TCE acquired on Parcel 69 was roughly 2346 SF. With the additional TCE required as a part of this Z claim, the total TCE along Parcel 69/69Z is roughly 2810 SF. The plans have been revised to clearly show the limits of the additional TCE required as a part of 69Z.



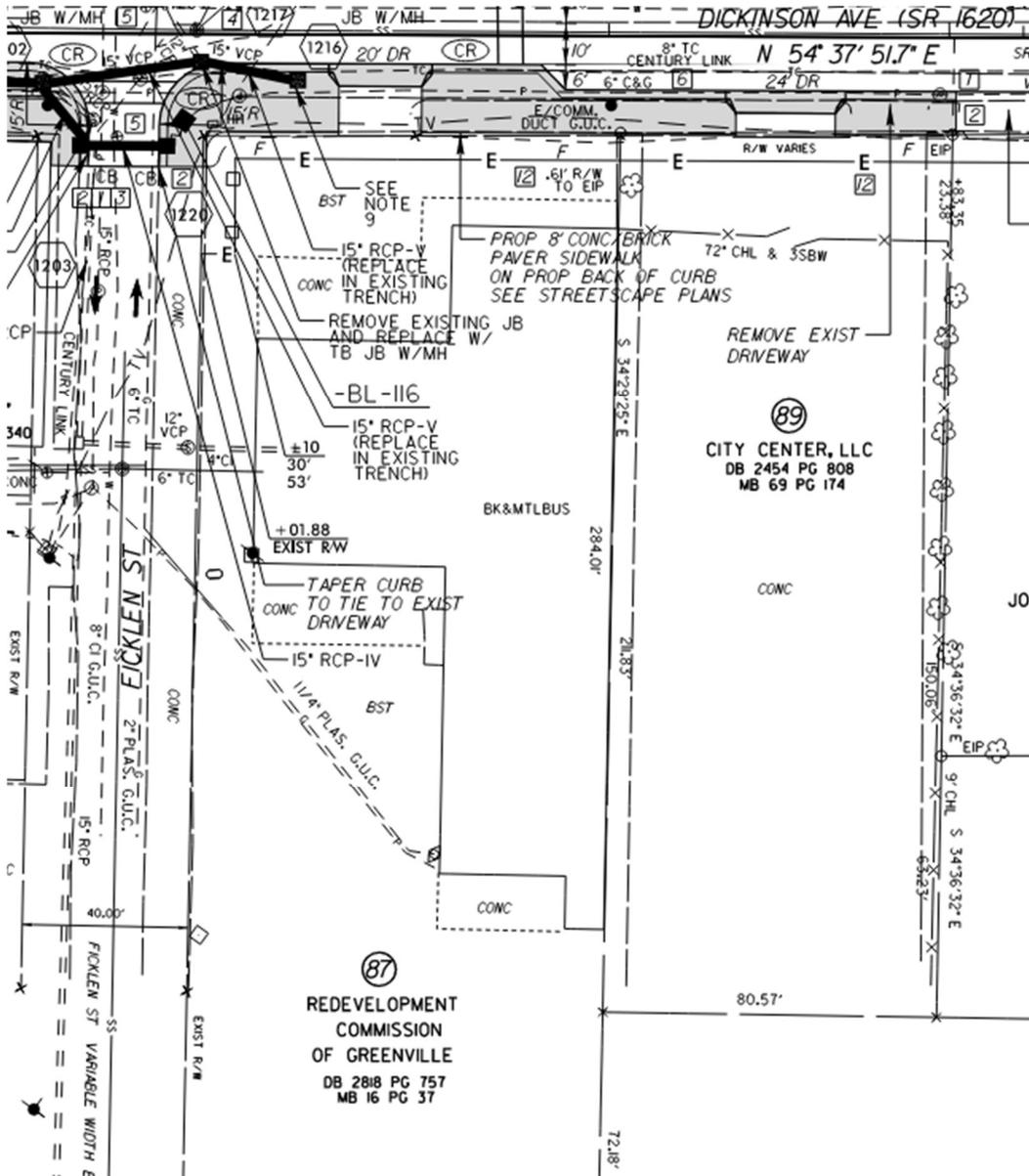
Parcel 69/69Z as of 3/6/2018



Parcel 69/69Z as of 10/29/2021

Parcel 87/87Z

In the fall of 2021 and after the ROW Certification had already been obtained, the City of Greenville asked that a proposed driveway on Parcel 87 be removed. The plans were updated accordingly, but unfortunately this created some undesirable drainage issues on the property. To minimize the chance that water will pond on this property, drainage improvements have been proposed which subsequently required Permanent Drainage Easement (PDE). The 87 Z claim is for the addition of this PDE and the reduction of TCE needed on this property. The original TCE acquired on Parcel 87 was roughly 757 SF. With the additional PDE required as a part of this Z claim, the total TCE along Parcel 87/87Z is now roughly 523 SF and the total PDE is roughly 394 SF. The plans have been revised to show Parcel 87 also having an 87Z property number.



Parcel 87/87Z as of 3/6/2018

