



Agenda

Greenville City Council

October 19, 2023

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 Marion Blackburn**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. Special Recognitions**
- VII. Public Comment Period**

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

- VIII. Appointments**

1. Appointment to the Mid-East Commission
2. Appointments to Boards and Commissions

IX. Consent Agenda

3. Resolution Approving Lease Agreements for Hazard Mitigation Grant Program Properties

X. New Business

Public Hearings

4. Ordinance to annex Kittrell Farms, Lot 1 property involving 12.1804 acres located along the southern right-of-way of Charles Boulevard between Bells Chapel Road and Signature Drive
5. Ordinance requested by Unshakable Builders, LLC to rezone 12.81 acres located at the current terminus of Tipton Road between Greenfield Boulevard and Easy Street and 200+/- west of North Memorial Drive from R9S (Residential-Single-Family) to OR (Office-Residential [High Density Multi-Family])
6. Ordinance requested by North State Steel, Inc. to rezone a total of 13.5267 acres located along the northern and southern rights-of-way of West Gum Road and 450+/- feet east of Old River Road from RA20 (Residential-Agricultural) to IU (Unoffensive Industry)
7. Ordinance requested by Derek P. Dunn to rezone 0.09 acres located along the eastern right-of-way of Roosevelt Avenue and 130+/- feet south of West 5th Street from R6 (Residential [High Density Multi-Family]) to CDF (Downtown Commercial Fringe)
8. Ordinance requested by Agrivest, LLC to rezone 5.158 acres located along the southern right-of-way of Old Fire Tower Road and 200+/- feet west of Hungate Drive from RA20 (Residential-Agricultural) to OR (Office Residential [High Density Multi-Family])
9. Ordinance requested by Rennsport Motorwerks, LLC to amend Title 9, Chapter 4, Section 86 (G) Fraternity or sorority by adding the following language: (5) In addition to the above requirements, in the specific area where properties have frontage along East Fifth Street between Maple Street and Brownlea Drive, the structure shall have no less than 3,500 square feet of mechanically-conditioned space and not be located within a 500-foot radius of a place of worship as measured from property line to property line.
10. Ordinance requested by Track West Partners to amend Title 9, Chapter 4, Appendix A: Table of Uses of the City Code to add use code (8) Services pp. Automobile Wash as a permitted use in the Medical-General Commercial (MCG) and the Medical-Heavy Commercial (MCH) zoning districts
11. Ordinance requested by RaceTrac Petroleum, Inc. to amend the Future Land Use and

Character Map for 3.405 acres from Office/Institutional (OI) to Commercial (C) for the property located at the southwestern corner of the intersection of North Memorial Boulevard and Independence Boulevard

XI. City Manager's Report

XII. Comments from Mayor and City Council

XIII. Adjournment



City of Greenville, North Carolina

Meeting Date: 10/19/2023

Title of Item: Appointment to the Mid-East Commission

Explanation: In accordance with the Mid-East Commission's bylaws, the City Council has a regular member and an alternate member on the Mid-East Commission. The members are appointed to serve a term of two calendar years.

Historically, the Planning & Development Services Director serves as the regular member, and a staff member from the Planning & Development Services Department is appointed as the alternate. With the resignation of the alternate member, former Development Liaison Adrian Atkinson, an appointment needs to be made to fill the alternate seat for a term that will expire on December 31, 2023.

Director Tom Barnett currently serves as the regular member. Staff recommends that Planner Chris Kelly be appointed to fill the alternate seat on the board.

Fiscal Note: No direct fiscal impact.

Recommendation: Appoint Planner Chris Kelly as the alternate member to finish the current term that will expire on December 31, 2023.



City of Greenville, North Carolina

Meeting Date: 10/19/2023

Title of Item: Appointments to Boards and Commissions

Explanation: City Council appointments need to be made to the Affordable Housing Loan Committee, Board of Adjustment, Human Relations Council, Multimodal Transportation Commission, Planning & Zoning 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:

- Heena Shah, Human Relations Council
- Hunter Peyton, Multimodal Transportation Commission
- 9 seats on the Youth Council

Fiscal Note: No direct fiscal impact.

Recommendation: Make appointments to the Affordable Housing Loan Committee, Board of Adjustment, Human Relations Council, Multimodal Transportation Commission, Planning & Zoning Commission, Police Community Relations Committee, and the Youth Council.

ATTACHMENTS

[October 2023 Boards and Commissions List.DOCX](#)

Appointments to Boards and Commissions

October 2023

Affordable Housing Loan Committee

Council Liaison: Council Member Marion Blackburn

Name	District #	Current Term	Reappointment Status	Expiration Date
Victor Ihuka	3	First term	Resigned	February 2026

Board of Adjustment

Council Liaison: Council Member At-Large Will Bell

Name	District #	Current Term	Reappointment Status	Expiration Date
Dillon Godley	3	First term	Resigned	June 2026

Human Relations Council

Council Liaison: Mayor Pro-Tem Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Heena Shah	1	Filling unexpired term	Eligible	September 2022
Laquon Rogers	County	First Term	Resigned	September 2024
Susan Camus	4	First Term	Resigned	September 2024
Mark Rasdorf	4	First Term	Resigned	September 2025
Samar Badwan	4	Second Term	Ineligible	September 2023
Lomax Mizzelle	4	Second Term	Ineligible	September 2023
Todd Fraley	5	First Term	Eligible	September 2023
Logan Harrison	4	First Term	Eligible	September 2023
Procopio Serrano	4	Filling unexpired term	Eligible	September 2023

Tyleik Harris 4 Filling unexpired term Eligible September 2023

Multimodal Transportation Commission

Council Liaison: Council Member Les Robinson

Name	District #	Current Term	Reappointment Status	Expiration Date
Hunter Peyton	5	First term	Resigned	January 2023
Andrew Denton	3	First term	Resigned	January 2023

Planning & Zoning Commission

Council Liaison: Council Member Will Bell

Name	District #	Current Term	Reappointment Status	Expiration Date
Arthur Hap Maxwell (Council Member Rick Smiley)	3	Second term	Ineligible	June 2023

Police Community Relations Committee

Council Liaison: Council Member At-Large Will Bell

Name	District #	Current Term	Reappointment Status	Expiration Date
Carol Naipaul (Mayor Pro-Tem Glover)	2	First term	Eligible	October 2024
Sterling Ruffin	4	Filling Unexpired term	Eligible	October 2024
Sonny Bass	4	First term	Eligible	October 2024
Diane Kulik	5	First term	Eligible	October 2024

Youth Council

Council Liaison: Mayor Pro-Tem Rose Glover

Name	Current Term	Reappointment Status	Expiration Date
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Jamia Galloway	Second term	Ineligible	September 2022
Diego Lorenzo	Second term	Ineligible	September 2022
Olivia Thorn	First term	Ineligible	September 2022
Landon Elks	First term	Ineligible	September 2023
Shamara Hyman	First term	Ineligible	September 2023
Sadie Smith	First term	Ineligible	September 2023
Alex Guilford	First term	Eligible	September 2023
Carson Fraley	First term	Eligible	September 2023
George Huo	First term	Eligible	September 2023
Morgan Worsley	First term	Eligible	September 2023
Michael Brode	First term	Eligible	September 2023

(9 open seats)

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

Applicants for Affordable Housing Loan Committee

Sydney McLeod
22 Upton Ct
Greenville, NC 27858

District #: 4

Application 10/15/2022

Home Phone: (910) 635-8702

Business Phone:

Email: sydneyhmcleod@gmail.com

Demond Hairston
1208 Wyngate Dr
Greenville, NC 27834

District #: 1

Application 09/14/2023

Home Phone: (252) 493-1033

Business Phone:

Email: pastordahairston@gmail.com

Applicants for Board of Adjustment

Kimber Stone
4345 Lagan Circle
Winterville, NC 28590
District #: 5

Application 09/11/2023
Home Phone: (919) 608-8421
Business Phone:
Email: kimber@greenvillenc.org

Applicants for Environmental Advisory Commission

Chris Davis
1710 Sassafras Ct
Greenville, NC 27858
District #: 4

Application 10/20/2022
Home Phone: (336) 420-2435
Business Phone: (252) 355-7006
Email: cndavis320@yahoo.com

Tim Ferruzzi
305 Wesley Rd
Greenville, NC 27858
District #: 5

Application 1/16/2023
Home Phone:
Business Phone:
Email: theferruzzi@gmail.com

Applicants for Greenville Utilities Commission

John Minges
3304 Grey Fox Train
Greenville 27858
john@minges.com

Donald (Van) V Smith, Jr.
720 Chesapeake Place
Greenville, NC 27858
dvsmith@ecuhealth.org

James Cox
2009 S Elm St
Greenville, NC 27858
Jcoobox13@gmail.com

Applicants for Historic Preservation Commission

None.

Applicants for Housing Authority

James Cox
2009 S Elm St
Greenville, NC 27858
Jcoobox13@gmail.com

Demond Hairston
1208 Wyngate Dr
Greenville, NC 27834
District #: 1

Application 09/14/2023
Home Phone: (252) 493-1033
Business Phone:
Email: pastordahairston@gmail.com

Applicants for Human Relations Council

None.

Applicants for Multimodal Transportation Commission

Kaylyn Levine
2007 Sherwood Dr
Greenville, NC 27858
District #: 4

Application 09/23/2023
Home Phone: (860) 367-3400
Business Phone:
Email: levinek23@ecu.edu

Anthony R Little
909 Wickham Drive
Winterville, NC 28590
District #: 5

Application 09/27/2023
Home Phone: (252) 714-6478
Business Phone:
Email: roblit59@aol.com

Applicants for Pitt-Greenville Airport Authority

Chris Davis
1710 Sassafras Ct
Greenville, NC 27858
District #: 4

Application 10/20/2022
Home Phone: (336) 420-2435
Business Phone: (252) 355-7006
Email: cndavis320@yahoo.com

David Horn
912 Megan Drive
Greenville 27834
horn@encalliance.com

John Minges
3304 Grey Fox Train
Greenville 27858
john@minges.com

James Cox
2009 S Elm St
Greenville, NC 27858
Jcoxbox13@gmail.com

Applicants for
Pitt-Greenville Convention & Visitors Authority

None.

Applicants for Planning & Zoning Commission

Sebastian Krassley
1901 E. 6th St
Greenville, NC 27858
District #: 3

Application 06/10/2022
Home Phone: (856) 495-1039
Business Phone:
Email: skrassley98@yahoo.com

Demond Hairston
1208 Wyngate Dr
Greenville, NC 27834
District #: 1

Application 09/14/2023
Home Phone: (252) 493-1033
Business Phone:
Email: pastordahairston@gmail.com

Applicants for Police Community Relations Committee

Demond Hairston
1208 Wyngate Dr
Greenville, NC 27834
District #: 1

Application 09/14/2023
Home Phone: (252) 493-1033
Business Phone:
Email: pastordahairston@gmail.com

Applicants for Shepard Memorial Library Board

James Cox
2009 S Elm St
Greenville, NC 27858
Jcoxbbox13@gmail.com

Applicants for Youth Council

None.



City of Greenville, North Carolina

Meeting Date: 10/19/2023

Title of Item: Resolution Approving Lease Agreements for Hazard Mitigation Grant Program Properties

Explanation: North Carolina General Statute (G.S.) §160A-272 authorizes the City Council of the City of Greenville (“City Council”) 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 upon 30 days’ public notice and pursuant to a resolution.

The parties below desire to enter into leases for the property(s) listed, for a term of five (5) years with an option to renew for five (5) additional but separate one (1) year terms, for the annual rental sum of \$1.00 per property pursuant to G.S. §160A-272. A resolution approving the lease agreements for these specific Hazard Mitigation Grant Program properties is attached.

- A. David Geraldo-
 - 1. 3621 Cedar Drive – Parcel # 15868, consisting of .24 acres
 - 2. 0 Cedar Drive- Parcel # 23046, consisting of .21 acres
- B. CRSLT, LLC
 - 1. 1224 Mumford Road – Parcel # 23447, consisting of 1.17 acres
 - 2. 0 Mumford Road - Parcel # 16570, consisting of 43.36 acres
- C. Rebecca Szalaj-
 - 1. 3540 Cedar Drive - Parcel # 03303, consisting of .50 acres
 - 2. 3530 Cedar Drive - Parcel # 12074, consisting of .49 acres
 - 3. 0 Cedar Drive - Parcel # 06615, consisting of .50 acres
 - 4. 3480 Cedar Drive - Parcel # 07702, consisting of .32 acres
 - 5. 3470 Cedar Drive - Parcel # 10642, consisting of .32 acres
 - 6. 3460 Cedar Drive - Parcel # 20106, consisting of .31 acres
 - 7. 3541 Cedar Drive - Parcel # 20603, consisting of .47 acres
 - 8. 3531 Cedar Drive - Parcel # 20175, consisting of .48 acres
 - 9. 3521 Cedar Drive - Parcel # 07320, consisting of .48 acres
 - 10. 3501 Cedar Drive - Parcel # 26456, consisting of .41 acres

Fiscal Note: Annual rental sum of \$1.00 per property.

Recommendation: Staff recommends that City Council approve the resolution for the properties and lessees for a term less than ten (10) years, at a rental payment of \$1.00 per year and authorize the City Manager to execute the lease agreements and any

additional documents, as required.

ATTACHMENTS

- [COG-#1186488-v1-HMGP_LEASES_RESOLUTION_2023.pdf](#)
- [1186552 - 2023- HMGP Undate Leases - 1 - COG.pdf](#)
- [1186552 - 2023- HMGP Undate Leases - 2 - COG.pdf](#)
- [1186552 - 2023- HMGP Undate Leases - 3 - COG.pdf](#)

RESOLUTION NO. – 23

**RESOLUTION APPROVING LEASE AGREEMENTS FOR HAZARD MITIGATION
GRANT PROGRAM PROPERTIES**

WHEREAS, North Carolina General Statute (G.S.) §160A-272 authorizes the City Council of the City of Greenville (“City Council”) 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 upon 30 days’ public notice and pursuant to a resolution;

WHEREAS, the City is the owner of real property situated within the City of Greenville, Pitt County, North Carolina located at:

- 3621 Cedar Drive** – Parcel # 15868, consisting of .24 acres
- 0 Cedar Drive**- Parcel # 23046, consisting of .21 acres
- 1224 Mumford Road** – Parcel # 23447, consisting of 1.17 acres
- 0 Mumford Road** - Parcel # 16570, consisting of 43.36 acres
- 3540 Cedar Drive** - Parcel # 03303, consisting of .50 acres
- 3530 Cedar Drive** - Parcel # 12074, consisting of .49 acres
- 0 Cedar Drive** - Parcel # 06615, consisting of .50 acres
- 3480 Cedar Drive** - Parcel # 07702, consisting of .32 acres
- 3470 Cedar Drive** - Parcel # 10642, consisting of .32 acres
- 3460 Cedar Drive** - Parcel # 20106, consisting of .31 acres
- 3541 Cedar Drive** - Parcel # 20603, consisting of .47 acres
- 3531 Cedar Drive** - Parcel # 20175, consisting of .48 acres
- 3521 Cedar Drive** - Parcel # 07320, consisting of .48 acres
- 3501 Cedar Drive** - Parcel # 26456, consisting of .41 acres;

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

WHEREAS, the parties desire to enter a lease for the property(s) for a term of five (5) years with an option to renew for five (5) additional, but separate one (1) year terms, for the annual rental sum of \$1.00 pursuant to G.S. §160A-272; 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:

1. It does hereby approve the lease agreements for the properties and lessees cited herein for terms of less than ten years and a rental payment of \$1.00 per year, including:
 - a. David Geraldo
 - i. 3621 Cedar Drive – Parcel # 15868, consisting of .24 acres
 - ii. 0 Cedar Drive- Parcel # 23046, consisting of .21 acres
 - b. CRSLT, LLC
 - i. 1224 Mumford Road – Parcel # 23447, consisting of 1.17 acres

ii. 0 Mumford Road - Parcel # 16570, consisting of 43.36 acres

c. Rebecca Szalaj

- i. 3540 Cedar Drive - Parcel # 03303, consisting of .50 acres
- ii. 3530 Cedar Drive - Parcel # 12074, consisting of .49 acres
- iii. 0 Cedar Drive - Parcel # 06615, consisting of .50 acres
- iv. 3480 Cedar Drive - Parcel # 07702, consisting of .32 acres
- v. 3470 Cedar Drive - Parcel # 10642, consisting of .32 acres
- vi. 3460 Cedar Drive - Parcel # 20106, consisting of .31 acres
- vii. 3541 Cedar Drive - Parcel # 20603, consisting of .47 acres
- viii. 3531 Cedar Drive - Parcel # 20175, consisting of .48 acres
- ix. 3521 Cedar Drive - Parcel # 07320, consisting of .48 acres
- x. 3501 Cedar Drive - Parcel # 26456, consisting of .41 acres

2. The City Manager is authorized to execute said lease agreements and other documents and negotiate any additional terms necessary that are in the best interest of the City that are not inconsistent with the terms herein to effectuate the intent of this resolution.

This the 19th day of October, 2023.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

Lessee's Name: David Geraldo

Vendor Number: _____

Contract # _____



**HAZARD MITIGATION GRANT PROGRAM LOT(S) LEASE AND
MAINTENANCE AGREEMENT**

THIS LEASE AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into this date _____, by and between the City of Greenville, a municipal corporation of the State of North Carolina, whose principal mailing address is PO Box 7207, Greenville, NC 27835, hereinafter referred to as "Lessor," and David Geraldo, an individual, whose principal mailing address is 3620 Cedar Drive, Greenville, NC, 27834, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the Lessor is the owner of certain land(s) located in Pitt County, which is depicted and identified with particularity in the attached Exhibit A and consists of approximately 0.24 and 0.21 acre(s);

WHEREAS, pursuant to North Carolina General Statute §160A-272, the Lessor is authorized to lease or rent any property it owns for such terms and conditions as may be determined by adopting a resolution at a regular council meeting upon 30 days' public notice;

WHEREAS, the Lessor is not currently using the proposed Leased Premises for any of its operations;

WHEREAS, the Lessor is desirous of leasing the Leased Premises for a permissible purpose and the Lessee is willing to lease the Premises for the proposed purpose on the terms and conditions hereinafter set forth; and

WHEREAS, the Lessee is willing to lease the Premises on that basis.

THEREFORE, Lessor and Lessee, in consideration of the following mutual covenants and promises, agrees as follows:

That the Lessor hereby leases to the Lessee the premises located at 3621 Cedar Drive, consisting of approximately .24 acre(s), commonly known as parcel #15868), in Pitt County, North Carolina, and 0 Cedar Drive, consisting of approximately .21 acre(s), commonly known as parcel # 23046 in Pitt County, North Carolina, all as shown on the diagram or survey for the "City of Greenville" and marked by legal description as Exhibit "A" which is attached hereof, and hereinafter referred to as the "Leased Premises".

Lessee's Name: David Geraldo

Vendor Number: _____

Contract # _____

1. The term of this Agreement is five (5) years, commencing on this date, _____ and ending this date, _____, unless sooner terminated as provided herein.
2. **EXTENSION OF TIME.** It is further understood and agreed, by and between the parties hereto that either party can exercise the option to renew the lease for an additional one (1) year period, up to a maximum of five (5) additional one (1) year periods, by giving notice to the other party in writing and not less than ninety (90) days prior to the expiration of the lease, and with the consent of the other party.
3. **EXCLUSIVE CONTROL.** Except as otherwise provided in this Agreement, Lessee shall have the exclusive use and control of the Leased Premises for the stated purpose, subject to the remaining terms, conditions and restrictions as are hereinafter provided, all of which are deemed and acknowledged by the parties to be material.
4. **RENT.** The Lessee agrees to pay rent to Lessor in the sum of **\$1.00 per parcel** per year for each year of the term of the Lease Agreement and any extension periods for the Leased Premises, and additional consideration in the form of the required maintenance of the Leased Premises according to the terms of this Agreement; Rent for this lease for a 5-year period will be **\$5.00 x 2 properties totaling \$10.00**, and is due at the time of execution of this Lease Agreement.
5. **ASSIGNMENT AND SUBLETTING.** This Agreement shall not be assigned, or the Leased Premises sublet, without the written consent of the Lessor.
6. **TERMINATION.** Either party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party. Termination of this Agreement for any reason shall require the Lessee to immediately surrender the Leased Premises to Lessor. In the event Lessor, in its sole discretion, determines that the Leased Premises, or any portion thereof, is needed for Lessor's public purposes prior to the expiration of the term of this Lease Agreement, this Agreement shall become void and of no effect. Possession of such required portions shall be immediately surrendered.
7. **MAINTENANCE.** It is understood and agreed that the LESEE accepts said Leased Premises in the physical condition in which the same now are and that the Lessor shall be under no obligation whatever to make any repairs or replacements to said Leased Premises during the term of this Agreement. During the term of this Agreement, Lessee shall be fully responsible for the maintenance and upkeep of the Leased Premises in good condition; including but not limited to cutting grass (grass shall be cut and maintained at a reasonable lawn length) or other vegetation, trimming of shrubs and plants as necessary, and insuring that no trash or other debris accumulates upon the Leased Premises.
8. **REMOVAL OF TREES AND/OR SHRUBS.** Lessee shall not remove or cause to be removed any trees or shrubs from the Leased Premises without prior written approval of the City.

Lessee's Name: David Geraldo

Vendor Number: _____

Contract # _____

9. **PERMISSIBLE USES OF PROPERTY.** The Leased Premises, the subject of this Agreement are restricted to certain uses, as follows:

a. **THE FOLLOWING USES OF THE LEASED PREMISES ARE NOT ALLOWED:**

- i. No commercial use of the property;
- ii. No hunting shall be allowed; and
- iii. No new structures may be placed or constructed upon the property.

b. **THE FOLLOWING ARE ALLOWED USES OF THE LEASED PREMISES:**

Open space, recreational, or wetland, which includes but is not limited to: Parks, outdoor recreational activities, gardening, nature reserves, cultivation, grazing and temporary parking areas provided that such lots receive site plan approval, meet all zoning regulations and are found to be in conformity to all storm water, watershed and FEMA environmental regulations.

c. **NO OTHER USES ARE PERMITTED ON THE LEASED PREMISES.**

d. Furthermore, any use of the property shall be in conformity with all existing zoning regulations, deed restrictions and covenants of record in the office of the Register of Deeds in Pitt County, North Carolina, and Lessee shall make no unlawful or offensive use of the premises, including waste, nuisance or other act or thing outside of the operation or allowable activities, nor allow any others to do so.

10. **INSPECTION.** Lessor shall periodically visit and examine the property to assure that all provisions of this Agreement are being followed.

11. **TAXES AND FEES.** In addition to the rent payments provided for in paragraph 4, Lessee shall also promptly pay when and as due all taxes, assessments, fees, or charges that might be levied upon the Leased Premises that is covered by this Agreement, and shall otherwise promptly pay all costs and expenses relating to their operations on the premises throughout the term of this Agreement, and Lessor shall have no responsibility of any kind for such costs or expenses. Lessee further agrees to and shall keep the Leased Premises free from liens of any kind or nature.

12. **DISPUTE RESOLUTION.** In the event of any dispute arising out of or relating to this Agreement, the affected party shall notify the other party, and the parties shall attempt in good faith to resolve the matter within thirty (30) days after the date such notice is received by the other party (the "Notice Date") prior to exercising their rights under law.

13. **SURRENDER OF PREMISES.** At the end of the term, any final extension thereof, or termination of this Agreement, Lessee shall immediately and peaceably yield up the Leased Premises to the Lessor in as good repair and condition as when taken. If applicable, Lessee agrees to have all crops removed from the Leased Premises not later than midnight at the expiration of this Lease Agreement. In the event that all crops are not removed from the Leased Premises by said date and time, the crops then remaining

Lessee's Name: David Geraldo

Vendor Number: _____

Contract # _____

shall become the property of Lessor, and Lessor shall have the sole and exclusive right to them, including the right to enter upon the affected acreage, harvest and sell the crops then remaining thereon, and retain all proceeds as liquidated damages.

14. **EXERCISE OF RIGHTS AND NOTICE.** The exercise of any right or privilege by a party hereunder shall be made effective by the personal delivery or by the mailing of a written notice of such exercise to the other party unless a specific provision of this Agreement provides otherwise. Notice shall be effective upon any actual delivery or five (5) days after mailing by first class, United States mail, postage prepaid, addressed to the other party at the address set forth below:

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

Lessee:
David Geraldo
3620 Cedar Drive
Greenville, NC 27834

15. **SURVIVAL AND BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, beneficiaries, legal representatives, successors and assigns.
16. **PERFORMANCE OF GOVERNMENT FUNCTIONS.** Nothing contained in this Agreement 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.
17. **DEFAULT.** Failure of Lessee to comply with the terms and conditions of this Agreement shall constitute a breach of the Agreement. In the event of such a breach, the Lessee shall be in default, and if such default shall not have been cured within 30 days of receipt by Lessee of a written notice of such default, the Lessor, without any other notice or demand, may terminate this Agreement and require Lessee to immediately surrender the premises.
18. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.** The Lessee, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that Lessee will maintain and operate the Leased Premises and associated services in compliance with all requirements imposed by Title VI of the Civil Rights Act of 1964, and other nondiscrimination authorities, as may be amended, such that no person on the grounds of race, color, national origin, sex, age, disability, income level, or Limited English Proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said Leased Premises. With respect to this Lease, in the event of breach of any of the above nondiscrimination covenants, City will have the right to terminate the Lease, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease was never made or issued.
19. **INSURANCE.** Lessee shall during the entire term of this Agreement, keep in full force and effect a policy of public liability insurance with respect to the Leased Premises. Lessee further agrees to hold harmless, defend and indemnify Lessor, its mayor, council, managers, directors, employees and agents from any and all claims of liability or loss

Lessee's Name: David Geraldo

Vendor Number: _____

Contract # _____

resulting in damage or loss to property, body or life alleged to have occurred during the term of this Agreement or any extensions thereto. A copy of such insurance policies and the applicable declaration sheet and proof of renewal thereof shall be provided to Lessor as a prerequisite to the continuance of this Agreement.

20. **PUBLIC LIABILITY, INDEMNITY AND HOLD HARMLESS.** Lessor shall not be liable to Lessee or to Lessee's employees, agents, licenses, invitees, contractors, visitors, or to any other person or persons, for any damage or injury to person or property arising out of or in any way connected with the Leased Premises. Lessee shall and does hereby covenant and agree to defend, indemnify and hold Lessor, its officers, officials, independent contractors, agents, and employees harmless from and against any and all claims, demands, causes of action, lawsuits, damages, injuries, liabilities, costs, losses, of whatever kind or nature whatsoever, and expenses (including, without limitation, reasonable attorneys' fees) arising from, out of or because of any acts and/or omissions and in any way connected with the Leased Premises, use of the Leased Premises by Lessee, or failure of Lessee to maintain the Leased Premises in good condition.
21. **SERVERABILITY.** No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affecting the remaining provisions.
22. **THIRD PARTY RIGHTS.** No Third Party Rights Created. This Agreement is intended for the benefit of the Lessor and Lessee and not any other person or entity.
23. **MODIFICATION AND WAIVER.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated, except by written instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Failure by the Lessor or Lessee to insist on strict compliance with any term or condition shall not be deemed a waiver of said compliance.
24. **GOVERNING LAW AND VENUE.** This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of North Carolina and the ordinances of the City of Greenville. The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this Lease 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.
25. **PERFORMANCE OF GOVERNMENT FUNCTIONS.** Nothing contained in this Agreement 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.
26. **CITY MANAGER'S AUTHORITY.** To the extent, if any, the City has the power to suspend or terminate this contract under this Agreement, that power may be exercised by the City Manager or their designee.
27. **COUNTERPARTS.** This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.

Lessee's Name: David Geraldo

Vendor Number: _____

Contract # _____

28. **ENTIRE AGREEMENT.** This Agreement and the exhibits attached hereto set forth all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the premises and there are no other covenants, promises, agreements, conditions, or understandings, either oral or written, between them. All prior communications, negotiations, arrangements, representations, agreements, and understandings between the parties hereto and their respective representatives, whether oral, written, or both, are merged into this Agreement and extinguished, this Agreement superseding and canceling the same. No changes, additions, or interlineations made to this Agreement shall be binding unless initialed by each of the parties. Except as otherwise provided in this Agreement, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon Lessor or Lessee, unless reduced to writing and executed by both parties.

Lessee's Name: David Geraldo

Vendor Number: _____

Contract # _____

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrants and certifies that they have read the Agreement in its entirety, understand it and agree to be bound by all the terms and conditions stated herein. Further, they warrant and certify they are authorized to enter into this Agreement and to execute same on behalf of the parties as the act of the said parties.

Lessor: CITY OF GREENVILLE

BY: _____
Ann E. Wall, City Manager

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of Pitt County, North Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the ____ day of _____, 2023.

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney or Designee

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

Lessee's Name: David Geraldo

Vendor Number: _____

Contract # _____

Account Number: Deposit Account 010-01-00-00-000-000-462002

Project Code (if applicable)_____

Lessee(s):

David Geraldo

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of Pitt County, North Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the _____ day of _____, 2023

Notary Public

My Commission Expires:_____

Lessee's Name: David Geraldo

Vendor Number: _____

Contract # _____

Q

EXHIBIT A

 <p>Pitt County Government Greenville, North Carolina www.pittcountync.gov</p> 	
	<p>Parcel: 15868 More Info: 15868 Physical Address: 3621 CEDAR DR Owner Name: GREENVILLE CITY OF OwnerAddress1: PO BOX 7207 OwnerAddress2: OwnerAddress3: City / State / Zip: GREENVILLE NC 27835 NC PIN: 4698463333 Subdivision / Section / Phase: Prior Legal Description: LOT 5 R.E.RIDDICK S/D Block / Lot: Tract: Building Number / Unit: Acres: 0.24 Current Owner Deed/Document: Map Book: 15-23 Deed / Document Date: 05/2007 Deed / Document Sales Price: \$0 Building Type / Use: Number of Buildings: 0 Year Built: Total Living Area: 0 Building Value: \$0 Extra Features Value: \$0 Land Value: \$1,750 Total Current Market Value: \$1,750 Total 2019 Market Value: \$1,500 Municipality: Township: PACTOLUS Fire Service District: STATON HOUSE FIRE SERVICE DISTRICT Census Tract: 800 Neighborhood: 004156 Elementary School: Belvoir ES Middle School: Wellcome MS High School: J H Rose HS</p>
<p>Disclaimer This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.</p> <p>Copyright © 2017, Pitt County, North Carolina.</p>	<p>PLEASE NOTE: The parcel information is updated nightly and reflects current property values.</p> <p>Printed: 9/24/2023 7:33:59 PM</p>

Lessee's Name: David Geraldo

Vendor Number: _____

Contract # _____

q

 <p>Pitt County Government Greenville, North Carolina www.pittcountync.gov</p> 	
	<p>Parcel: 23046 More Info: 23046 Physical Address: 0 CEDAR DR Owner Name: GREENVILLE CITY OF OwnerAddress1: PO BOX 7207 OwnerAddress2: OwnerAddress3: City / State / Zip: GREENVILLE NC 27835 NC PIN: 4698462297 Subdivision / Section / Phase: Prior Legal Description: LOT 6 F.E.RIDDICK S/D Block / Lot: Tract: Building Number / Unit: Acres: 0.21 Current Owner Deed/Document: SEE FILE Map Book: 15-23 Deed / Document Date: 05/2007 Deed / Document Sales Price: \$0 Building Type / Use: Number of Buildings: 0 Year Built: Total Living Area: 0 Building Value: \$0 Extra Features Value: \$0 Land Value: \$1,400 Total Current Market Value: \$1,400 Total 2019 Market Value: \$1,500 Municipality: Township: PACTOLUS Fire Service District: STATON HOUSE FIRE SERVICE DISTRICT Census Tract: 800 Neighborhood: 004156 Elementary School: Belvoir ES Middle School: Wellcome MS High School: J H Rose HS</p>
<p>Disclaimer This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.</p> <p>Copyright © 2017, Pitt County, North Carolina.</p>	<p>PLEASE NOTE: The parcel information is updated nightly and reflects current property values.</p> <p>Printed: 9/24/2023 7:37:55 PM</p>

Lessee's Name: CRSLT, LLC (Robbie Taylor)

Vendor Number: _____

Contract # _____



**HAZARD MITIGATION GRANT PROGRAM LOT(S) LEASE AND
MAINTENANCE AGREEMENT**

THIS LEASE AND MAINTENANCE AGREEMENT ("Agreement"), is made and entered into this date _____, by and between the City of Greenville, a municipal corporation of the State of North Carolina, whose principal mailing address is PO Box 7207, Greenville, NC 27835, hereinafter, referred to as "Lessor," and CRSLT, LLC (Robbie Taylor), an individual, whose principal mailing address is 3530 Diamond Drive, Greenville, NC, 27834, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the Lessor is the owner of certain land(s) located in Pitt County, which is depicted and identified with particularity in the attached Exhibit A and consist of approximately 1.17 and 43.36 acre(s);

WHEREAS, pursuant to North Carolina General Statute §160A-272, the Lessor is authorized to lease or rent any property it owns for such terms and conditions as may be determined by adopting a resolution at a regular council meeting upon 30 days' public notice;

WHEREAS, the Lessor is not currently using the proposed Leased Premises for any of its operations;

WHEREAS, the Lessor is desirous of leasing the Leased Premises for a permissible purpose and the Lessee is willing to lease the Premises for the proposed purpose on the terms and conditions hereinafter set forth; and

WHEREAS, the Lessee is willing to lease the Premises on that basis.

THEREFORE, Lessor and Lessee, in consideration of the following mutual covenants and promises, agrees as follows:

That the Lessor hereby leases to the Lessee the premises located at 1224 Mumford Road, consisting of approximately 1.17 acre(s), commonly known as parcel # 23447 in Pitt County, North Carolina, and 0 Mumford Road, consisting of approximately 43.36 acre(s), commonly known as parcel #16570 in Pitt County, North Carolina, all as shown on the diagram or survey for the "City of Greenville" and marked by legal description as Exhibit "A" which is attached hereof, and hereinafter referred to as the "Leased Premises".

Lessee's Name: CRSLT, LLC (Robbie Taylor)

Vendor Number: _____

Contract # _____

1. The term of this Agreement is five (5) years, commencing on this date, _____ and ending this date, _____, unless sooner terminated as provided herein.
2. **EXTENSION OF TIME.** It is further understood and agreed, by and between the parties hereto that either party can exercise the option to renew the lease for an additional one (1) year period, up to a maximum of five (5) additional one (1) year periods, by giving notice to the other party in writing and not less than ninety (90) days prior to the expiration of the lease, and with the consent of the other party.
3. **EXCLUSIVE CONTROL.** Except as otherwise provided in this Agreement, Lessee shall have the exclusive use and control of the Leased Premises for the stated purpose, subject to the remaining terms, conditions and restrictions as are hereinafter provided, all of which are deemed and acknowledged by the parties to be material.
4. **RENT.** The Lessee agrees to pay rent to Lessor in the sum of **\$1.00 per parcel** per year for each year of the term of the Lease Agreement and any extension periods for the Leased Premises, and additional consideration in the form of the required maintenance of the Leased Premises according to the terms of this Agreement. Rent for this lease for a 5-year period will be **\$5.00 x 2 properties totaling \$10.00** and is due at the time of execution of this Lease Agreement.
5. **ASSIGNMENT AND SUBLETTING.** This Agreement shall not be assigned, or the Leased Premises sublet, without the written consent of the Lessor.
6. **TERMINATION.** Either party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party. Termination of this Agreement for any reason shall require the Lessee to immediately surrender the Leased Premises to Lessor. In the event Lessor, in its sole discretion, determines that the Leased Premises, or any portion thereof, is needed for Lessor's public purposes prior to the expiration of the term of this Lease Agreement, this Agreement shall become void and of no effect. Possession of such required portions shall be immediately surrendered.
7. **MAINTENANCE.** It is understood and agreed that the LESEE accepts said Leased Premises in the physical condition in which the same now are and that the Lessor shall be under no obligation whatever to make any repairs or replacements to said Leased Premises during the term of this Agreement. During the term of this Agreement, Lessee shall be fully responsible for the maintenance and upkeep of the Leased Premises in good condition; including but not limited to cutting grass (grass shall be cut and maintained at a reasonable lawn length) or other vegetation, trimming of shrubs and plants as necessary, and insuring that no trash or other debris accumulates upon the Leased Premises.
8. **REMOVAL OF TREES AND/OR SHRUBS.** Lessee shall not remove or cause to be removed any trees or shrubs from the Leased Premises without prior written approval of the City.

9. PERMISSIBLE USES OF PROPERTY. The Leased Premises, the subject of this Agreement are restricted to certain uses, as follows:

a. **THE FOLLOWING USES OF THE LEASED PREMISES ARE NOT ALLOWED:**

- i. No commercial use of the property;
- ii. No hunting shall be allowed; and
- iii. No new structures may be placed or constructed upon the property.

b. **THE FOLLOWING ARE ALLOWED USES OF THE LEASED PREMISES:**

Open space, recreational, or wetland, which includes but is not limited to: Parks, outdoor recreational activities, gardening, nature reserves, cultivation, grazing and temporary parking areas provided that such lots receive site plan approval, meet all zoning regulations and are found to be in conformity to all storm water, watershed and FEMA environmental regulations.

c. **NO OTHER USES ARE PERMITTED ON THE LEASED PREMISES.**

d. Furthermore, any use of the property shall be in conformity with all existing zoning regulations, deed restrictions and covenants of record in the office of the Register of Deeds in Pitt County, North Carolina, and Lessee shall make no unlawful or offensive use of the premises, including waste, nuisance or other act or thing outside of the operation or allowable activities, nor allow any others to do so.

10. INSPECTION. Lessor shall periodically visit and examine the property to assure that all provisions of this Agreement are being followed.

11. TAXES AND FEES. In addition to the rent payments provided for in paragraph 4, Lessee shall also promptly pay when and as due all taxes, assessments, fees, or charges that might be levied upon the Leased Premises that is covered by this Agreement, and shall otherwise promptly pay all costs and expenses relating to their operations on the premises throughout the term of this Agreement, and Lessor shall have no responsibility of any kind for such costs or expenses. Lessee further agrees to and shall keep the Leased Premises free from liens of any kind or nature.

12. DISPUTE RESOLUTION. In the event of any dispute arising out of or relating to this Agreement, the affected party shall notify the other party, and the parties shall attempt in good faith to resolve the matter within thirty (30) days after the date such notice is received by the other party (the "Notice Date") prior to exercising their rights under law.

13. SURRENDER OF PREMISES. At the end of the term, any final extension thereof, or termination of this Agreement, Lessee shall immediately and peaceably yield up the Leased Premises to the Lessor in as good repair and condition as when taken. If applicable, Lessee agrees to have all crops removed from the Leased Premises not later than midnight at the expiration of this Lease Agreement. In the event that all crops are not removed from the Leased Premises by said date and time, the crops then remaining

Lessee's Name: CRSLT, LLC (Robbie Taylor)

Vendor Number: _____

Contract # _____

shall become the property of Lessor, and Lessor shall have the sole and exclusive right to them, including the right to enter upon the affected acreage, harvest and sell the crops then remaining thereon, and retain all proceeds as liquidated damages.

14. EXERCISE OF RIGHTS AND NOTICE. The exercise of any right or privilege by a party hereunder shall be made effective by the personal delivery or by the mailing of a written notice of such exercise to the other party unless a specific provision of this Agreement provides otherwise. Notice shall be effective upon any actual delivery or five (5) days after mailing by first class, United States mail, postage prepaid, addressed to the other party at the address set forth below:

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

Lessee:
CRSLT, LLC- Robbie Taylor
3530 Diamond Drive
Greenville, NC 27834

15. SURVIVAL AND BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, beneficiaries, legal representatives, successors and assigns.

16. PERFORMANCE OF GOVERNMENT FUNCTIONS. Nothing contained in this Agreement 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.

17. DEFAULT. Failure of Lessee to comply with the terms and conditions of this Agreement shall constitute a breach of the Agreement. In the event of such a breach, the Lessee shall be in default, and if such default shall not have been cured within 30 days of receipt by Lessee of a written notice of such default, the Lessor, without any other notice or demand, may terminate this Agreement and require Lessee to immediately surrender the premises.

18. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964. The Lessee, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that Lessee will maintain and operate the Leased Premises and associated services in compliance with all requirements imposed by Title VI of the Civil Rights Act of 1964, and other nondiscrimination authorities, as may be amended, such that no person on the grounds of race, color, national origin, sex, age, disability, income level, or Limited English Proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said Leased Premises. With respect to this Lease, in the event of breach of any of the above nondiscrimination covenants, City will have the right to terminate the Lease, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease was never made or issued.

19. INSURANCE. Lessee shall, during the entire term of this Agreement, keep in full force and effect a policy of public liability insurance with respect to the Leased Premises. Lessee further agrees to hold harmless, defend and indemnify Lessor, its mayor, council, managers, directors, employees and agents from any and all claims of liability or loss

resulting in damage or loss to property, body or life alleged to have occurred during the term of this Agreement or any extensions thereto. A copy of such insurance policies and the applicable declaration sheet and proof of renewal thereof shall be provided to Lessor as a prerequisite to the continuance of this Agreement.

- 20. PUBLIC LIABILITY, INDEMNITY AND HOLD HARMLESS.** Lessor shall not be liable to Lessee or to Lessee's employees, agents, licenses, invitees, contractors, visitors, or to any other person or persons, for any damage or injury to person or property arising out of or in any way connected with the Leased Premises. Lessee shall and does hereby covenant and agree to defend, indemnify and hold Lessor, its officers, officials, independent contractors, agents, and employees harmless from and against any and all claims, demands, causes of action, lawsuits, damages, injuries, liabilities, costs, losses, of whatever kind or nature whatsoever, and expenses (including, without limitation, reasonable attorneys' fees) arising from, out of or because of any acts and/or omissions and in any way connected with the Leased Premises, use of the Leased Premises by Lessee, or failure of Lessee to maintain the Leased Premises in good condition.
- 21. SERVERABILITY.** No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affecting the remaining provisions.
- 22. THIRD PARTY RIGHTS.** No Third Party Rights Created. This Agreement is intended for the benefit of the Lessor and Lessee and not any other person or entity.
- 23. MODIFICATION AND WAIVER.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated, except by written instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Failure by the Lessor or Lessee to insist on strict compliance with any term or condition shall not be deemed a waiver of said compliance.
- 24. GOVERNING LAW AND VENUE.** This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of North Carolina and the ordinances of the City of Greenville. The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this Lease 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.
- 25. PERFORMANCE OF GOVERNMENT FUNCTIONS.** Nothing contained in this Agreement 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.
- 26. CITY MANAGER'S AUTHORITY.** To the extent, if any, the City has the power to suspend or terminate this contract under this Agreement, that power may be exercised by the City Manager or their designee.
- 27. COUNTERPARTS.** This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.

Lessee's Name: CRSLT, LLC (Robbie Taylor)

Vendor Number: _____

Contract # _____

28. ENTIRE AGREEMENT. This Agreement and the exhibits attached hereto set forth all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the premises and there are no other covenants, promises, agreements, conditions, or understandings, either oral or written, between them. All prior communications, negotiations, arrangements, representations, agreements, and understandings between the parties hereto and their respective representatives, whether oral, written, or both, are merged into this Agreement and extinguished, this Agreement superseding and canceling the same. No changes, additions, or interlineations made to this Agreement shall be binding unless initialed by each of the parties. Except as otherwise provided in this Agreement, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon Lessor or Lessee, unless reduced to writing and executed by both parties.

Lessee's Name: CRSLT, LLC (Robbie Taylor)

Vendor Number: _____

Contract # _____

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrants and certifies that they have read the Agreement in its entirety, understand it and agree to be bound by all the terms and conditions stated herein. Further, they warrant and certify they are authorized to enter into this Agreement and to execute same on behalf of the parties as the act of the said parties.

Lessor: CITY OF GREENVILLE

BY: _____
Ann E. Wall, City Manager

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of Pitt County, North Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the ____ day of _____, 2023.

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney or designee

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

Lessee's Name: CRSLT, LLC (Robbie Taylor)

Vendor Number: _____

Contract # _____

Account Number: Deposit Account 010-01-00-00-000-000-462002

Project Code (if applicable) _____

Lessee(s):

CRSLT, LLC- Robbie Taylor

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of Pitt County, North Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the ____ day of _____, 2023

Notary Public

My Commission Expires: _____




Lessee's Name: CRSLT, LLC (Robbie Taylor)

Vendor Number: _____

Contract # _____

EXHIBIT A

9/24/23 7:46





 <p>Pitt County Government Greenville, North Carolina www.pittcountync.gov</p> 	
	<p>Parcel: 23447 More Info: 23447 Physical Address: 1224 MUMFORD RD Owner Name: GREENVILLE CITY OF OwnerAddress1: PO BOX 7207 OwnerAddress2: OwnerAddress3: City / State / Zip: GREENVILLE NC 27835 NC PIN: 4688876148 Subdivision / Section / Phase: Prior Legal Description: MUMFORD RD Block / Lot: Tract: Building Number / Unit: Acres: 1.17 Current Owner: SEE FILE Deed/Document: Map Book: DB1307-790 Deed / Document Date: 05/2007 Deed / Document Sales Price: \$0 Building Type / Use: Number of Buildings: 0 Year Built: Total Living Area: 0 Building Value: \$0 Extra Features Value: \$0 Land Value: \$22,934 Total Current Market Value: \$22,934 Total 2019 Market Value: \$22,934 Municipality: GREENVILLE Township: GREENVILLE Fire Service District: INSIDE MUNICIPALITY Census Tract: 800 Neighborhood: 004140 Elementary School: Wahl-Coates ES Middle School: C M Eppes MS High School: J H Rose HS</p>
<p>Disclaimer This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.</p> <p>Copyright © 2017, Pitt County, North Carolina.</p>	<p>PLEASE NOTE: The parcel information is updated nightly and reflects current property values.</p> <p>Printed: 9/24/2023 7:45:50 PM</p>

Lessee's Name: CRSLT, LLC (Robbie Taylor)

Vendor Number: _____

Contract # _____

9/24/23 7:48

 <p>Pitt County Government Greenville, North Carolina www.pittcountync.gov</p> 	
	<p>Parcel: 16570 More Info: 16570 Physical Address: 0 MUMFORD RD Owner Name: GREENVILLE CITY OF OwnerAddress1: PO BOX 7207 OwnerAddress2: OwnerAddress3: City / State / Zip: GREENVILLE NC 27835 NC PIN: 4698164576 Subdivision / Section / Phase: Prior Legal Description: PINECREST MHP Block / Lot: Tract: Building Number / Unit: Acres: 43.36 Current Owner Deed/Document: Map Book: 44-182 Deed / Document Date: 05/2007 Deed / Document Sales Price: \$0 Building Type / Use: Number of Buildings: 0 Year Built: Total Living Area: 0 Building Value: \$0 Extra Features Value: \$0 Land Value: \$184,280 Total Current Market Value: \$184,280 Total 2019 Market Value: \$147,424 Municipality: GREENVILLE Township: PACTOLUS Fire Service District: INSIDE MUNICIPALITY Census Tract: 800 Neighborhood: 004451 Elementary School: Belvoir ES Middle School: Wellcome MS High School: J H Rose HS</p>
<p>Disclaimer: This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.</p> <p>Copyright © 2017, Pitt County, North Carolina.</p>	<p>PLEASE NOTE: The parcel information is updated nightly and reflects current property values.</p> <p>Printed: 9/24/2023 7:48:25 PM</p>

Lessee's Name: Rebecca Szalaj

Vendor Number: _____

Contract # _____



**HAZARD MITIGATION GRANT PROGRAM LOT(S) LEASE AND
MAINTENANCE AGREEMENT**

THIS LEASE AND MAINTENANCE AGREEMENT (“Agreement”), is made and entered into this date _____, by and between the City of Greenville, a municipal corporation of the State of North Carolina, whose principal mailing address is PO Box 7207, Greenville, NC 27835, hereinafter referred to as “Lessor,” and Rebecca Szalaj, an individual, whose principal mailing address is 3600 Cedar Drive, Greenville, NC, 27834, hereinafter referred to as “Lessee”.

WITNESSETH:

WHEREAS, the Lessor is the owner of certain land(s) located in Pitt County, which is depicted and identified with particularity in the attached Exhibit A and consist of approximately .50, .49, .50, .32, .32, .31, .47, .48, .48 and .41 acre(s);

WHEREAS, pursuant to North Carolina General Statute, §160A-272, the Lessor is authorized to lease or rent any property it owns for such terms and conditions as may be determined by adopting a resolution at a regular council meeting upon 30 days’ public notice;

WHEREAS, the Lessor is not currently using the proposed Leased Premises for any of its operations;

WHEREAS, the Lessor is desirous of leasing the Leased Premises for a permissible purpose and the Lessee is willing to lease the Premises for the proposed purpose on the terms and conditions hereinafter set forth; and

WHEREAS, the Lessee is willing to lease the Premises on that basis.

THEREFORE, Lessor and Lessee, in consideration of the following mutual covenants and promises, agrees as follows:

That the Lessor hereby leases to the Lessee the premises located at 3540 Cedar Drive, consisting of approximately .50 acre(s), commonly known as parcel #03303, in Pitt County, North Carolina, and 3530 Cedar Drive, consisting of approximately .49 acre(s), commonly known as parcel #12074, in Pitt County, North Carolina, 0 Cedar Drive, consisting of approximately .50 acre(s), commonly known as parcel #06515, in Pitt County, North Carolina, 3480 Cedar Drive, consisting of approximately .32 acre(s), commonly known as parcel #07702, in Pitt County, North Carolina, 3470 Cedar Drive, consisting of approximately .32 acre(s),

Lessee's Name: Rebecca Szalaj

Vendor Number: _____

Contract # _____

commonly known as parcel #10642, in Pitt County, North Carolina, 3460 Cedar Drive, consisting of approximately .31 acre(s), commonly known as parcel #20106, in Pitt County, North Carolina, 3541 Cedar Drive, consisting of approximately .47 acre(s), commonly known as parcel #20603, in Pitt County, North Carolina, 3531 Cedar Drive, consisting of approximately .48 acre(s), commonly known as parcel #20175, in Pitt County, North Carolina, 3521 Cedar Drive, consisting of approximately .48 acre(s), commonly known as parcel #07320, in Pitt County, North Carolina, 3501 Cedar Drive, consisting of approximately .41 acre(s), commonly known as parcel #26456, in Pitt County, North Carolina, all as shown on the diagram or survey for the "City of Greenville" and marked by legal description as Exhibit "A" which is attached hereof, and hereinafter referred to as the "Leased Premises".

1. The term of this Agreement is five (5) years, commencing on this date, _____ and ending this date, _____, unless sooner terminated as provided herein.
2. **EXTENSION OF TIME.** It is further understood and agreed, by and between the parties hereto that either party can exercise the option to renew the lease for an additional one (1) year period, up to a maximum of five (5) additional one (1) year periods, by giving notice to the other party in writing and not less than ninety (90) days prior to the expiration of the lease, and with the consent of the other party.
3. **EXCLUSIVE CONTROL.** Except as otherwise provided in this Agreement, Lessee shall have the exclusive use and control of the Leased Premises for the stated purpose, subject to the remaining terms, conditions and restrictions as are hereinafter provided, all of which are deemed and acknowledge by the parties to be material.
4. **RENT.** The Lessee agrees to pay rent to Lessor in the sum of **\$1.00 per parcel** per year for each year of the term of the Lease Agreement and any extension periods for the Leased Premises, and additional consideration in the form of the required maintenance of the Leased Premises according to the terms of this Agreement. Rent for this lease for a 5-year period will be **\$5.00 x 10 properties totaling \$50.00** and is due at the time of execution of this Lease Agreement.
5. **ASSIGNMENT AND SUBLETTING.** This Agreement shall not be assigned, or the Leased Premises sublet, without the written consent of the Lessor.
6. **TERMINATION.** Either party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party. Termination of this Agreement for any reason shall require the Lessee to immediately surrender the Leased Premises to Lessor. In the event Lessor, in its sole discretion, determines that the Leased Premises, or any portion thereof, is needed for Lessor's public purposes prior to the expiration of the term of this Lease Agreement, this Agreement shall become void and of no effect. Possession of such required portions shall be immediately surrendered.
7. **MAINTENANCE.** It is understood and agreed that the LESEE accepts said Leased Premises in the physical condition in which the same now are and that the Lessor shall be under no obligation whatever to make any repairs or replacements to said Leased Premises during the term of this Agreement. During the term of this Agreement, Lessee

Lessee's Name: Rebecca Szalaj

Vendor Number: _____

Contract # _____

shall be fully responsible for the maintenance and upkeep of the Leased Premises in good condition; including but not limited to cutting grass (grass shall be cut and maintained at a reasonable lawn length) or other vegetation, trimming of shrubs and plants as necessary, and insuring that no trash or other debris accumulates upon the Leased Premises.

8. REMOVAL OF TREES AND/OR SHRUBS. Lessee shall not remove or cause to be removed any trees or shrubs from the Leased Premises without prior written approval of the City.

9. PERMISSIBLE USES OF PROPERTY. The Leased Premises, the subject of this Agreement are restricted to certain uses, as follows:

a. **THE FOLLOWING USES OF THE LEASED PREMISES ARE NOT ALLOWED:**

- i. No commercial use of the property;
- ii. No hunting shall be allowed; and
- iii. No new structures may be placed or constructed upon the property.

b. **THE FOLLOWING ARE ALLOWED USES OF THE LEASED PREMISES:**

Open space, recreational, or wetland, which includes but IS not limited to: Parks, outdoor recreational activities, gardening, nature reserves, cultivation, grazing and temporary parking areas provided that such lots receive site plan approval, meet all zoning regulations and are found to be in conformity to all storm water, watershed and FEMA environmental regulations.

c. **NO OTHER USES ARE PERMITTED ON THE LEASED PREMISES.**

d. Furthermore, any use of the property shall be in conformity with all existing zoning regulations, deed restrictions and covenants of record in the office of the Register of Deeds in Pitt County, North Carolina, and Lessee shall make no unlawful or offensive use of the premises, including waste, nuisance or other act or thing outside of the operation or allowable activities, nor allow any others to do so.

10. INSPECTION. Lessor shall periodically visit and examine the property to assure that all provisions of this Agreement are being followed.

11. TAXES AND FEES. In addition to the rent payments provided for in paragraph 4, Lessee shall also promptly pay when and as due all taxes, assessments, fees, or charges that might be levied upon the Leased Premises that is covered by this Agreement, and shall otherwise promptly pay all costs and expenses relating to their operations on the premises throughout the term of this Agreement, and Lessor shall have no responsibility of any kind for such costs or expenses. Lessee further agrees to and shall keep the Leased Premises free from liens of any kind or nature.

Lessee's Name: Rebecca Szalaj

Vendor Number: _____

Contract # _____

12. DISPUTE RESOLUTION. In the event of any dispute arising out of or relating to this Agreement, the affected party shall notify the other party, and the parties shall attempt in good faith to resolve the matter within thirty (30) days after the date such notice is received by the other party (the "Notice Date") prior to exercising their rights under law.

13. SURRENDER OF PREMISES. At the end of the term, any final extension thereof, or termination of this Agreement, Lessee shall immediately and peaceably yield up the Leased Premises to the Lessor in as good repair and condition as when taken. If applicable, Lessee agrees to have all crops removed from the Leased Premises not later than midnight at the expiration of this Lease Agreement. In the event that all crops are not removed from the Leased Premises by said date and time, the crops then remaining shall become the property of Lessor, and Lessor shall have the sole and exclusive right to them, including the right to enter upon the affected acreage, harvest and sell the crops then remaining thereon, and retain all proceeds as liquidated damages.

14. EXERCISE OF RIGHTS AND NOTICE. The exercise of any right or privilege by a party hereunder shall be made effective by the personal delivery or by the mailing of a written notice of such exercise to the other party unless a specific provision of this Agreement provides otherwise. Notice shall be effective upon any actual delivery or five (5) days after mailing by first class, United States mail, postage prepaid, addressed to the other party at the address set forth below:

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

Lessee:
Rebecca Szalaj
3600 Cedar Drive
Greenville, NC 27834

15. SURVIVAL AND BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, beneficiaries, legal representatives, successors and assigns.

16. PERFORMANCE OF GOVERNMENT FUNCTIONS. Nothing contained in this Agreement 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.

17. DEFAULT. Failure of Lessee to comply with the terms and conditions of this Agreement shall constitute a breach of the Agreement. In the event of such a breach, the Lessee shall be in default, and if such default shall not have been cured within 30 days of receipt by Lessee of a written notice of such default, the Lessor, without any other notice or demand, may terminate this Agreement and require Lessee to immediately surrender the premises.

18. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964. The Lessee, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that Lessee will maintain and operate the Leased Premises and associated services in compliance with all requirements imposed by Title VI of the Civil Rights Act of 1964, and other nondiscrimination authorities, as may be amended, such that no person on the grounds of race, color, national origin, sex, age,

Lessee's Name: Rebecca Szalaj

Vendor Number: _____

Contract # _____

disability, income level, or Limited English Proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said Leased Premises. With respect to this Lease, in the event of breach of any of the above nondiscrimination covenants, City will have the right to terminate the Lease, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease was never made or issued.

- 19. INSURANCE.** Lessee shall, during the entire term of this Agreement, keep in full force and effect a policy of public liability insurance with respect to the Leased Premises. Lessee further agrees to hold harmless, defend and indemnify Lessor, its mayor, council, managers, directors, employees and agents from any and all claims of liability or loss resulting in damage or loss to property, body or life alleged to have occurred during the term of this Agreement or any extensions thereto. A copy of such insurance policies and the applicable declaration sheet and proof of renewal thereof shall be provided to Lessor as a prerequisite to the continuance of this Agreement.
- 20. PUBLIC LIABILITY, INDEMNITY AND HOLD HARMLESS.** Lessor shall not be liable to Lessee or to Lessee's employees, agents, licenses, invitees, contractors, visitors, or to any other person or persons, for any damage or injury to person or property arising out of or in any way connected with the Leased Premises. Lessee shall and does hereby covenant and agree to defend, indemnify and hold Lessor, its officers, officials, independent contractors, agents, and employees harmless from and against any and all claims, demands, causes of action, lawsuits, damages, injuries, liabilities, costs, losses, of whatever kind or nature whatsoever, and expenses (including, without limitation, reasonable attorneys' fees) arising from, out of or because of any acts and/or omissions and in any way connected with the Leased Premises, use of the Leased Premises by Lessee, or failure of Lessee to maintain the Leased Premises in good condition.
- 21. SERVERABILITY.** No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affecting the remaining provisions.
- 22. THIRD PARTY RIGHTS.** No Third Party Rights Created. This Agreement is intended for the benefit of the Lessor and Lessee and not any other person or entity.
- 23. MODIFICATION AND WAIVER.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated, except by written instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Failure by the Lessor or Lessee to insist on strict compliance with any term or condition shall not be deemed a waiver of said compliance.
- 24. GOVERNING LAW AND VENUE.** This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of North Carolina and the ordinances of the City of Greenville. The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this Lease 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.

Lessee's Name: Rebecca Szalaj

Vendor Number: _____

Contract # _____

- 25. PERFORMANCE OF GOVERNMENT FUNCTIONS.** Nothing contained in this Agreement 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.
- 26. CITY MANAGER'S AUTHORITY.** To the extent, if any, the City has the power to suspend or terminate this contract under this Agreement, that power may be exercised by the City Manager or their designee.
- 27. COUNTERPARTS.** This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.
- 28. ENTIRE AGREEMENT.** This Agreement and the exhibits attached hereto set forth all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the premises and there are no other covenants, promises, agreements, conditions, or understandings, either oral or written, between them. All prior communications, negotiations, arrangements, representations, agreements, and understandings between the parties hereto and their respective representatives, whether oral, written, or both, are merged into this Agreement and extinguished, this Agreement superseding and canceling the same. No changes, additions, or interlineations made to this Agreement shall be binding unless initialed by each of the parties. Except as otherwise provided in this Agreement, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon Lessor or Lessee, unless reduced to writing and executed by both parties.

Lessee's Name: Rebecca Szalaj

Vendor Number: _____

Contract # _____

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrants and certifies that they have read the Agreement in its entirety, understand it and agree to be bound by all the terms and conditions stated herein. Further, they warrant and certify they are authorized to enter into this Agreement and to execute same on behalf of the parties as the act of the said parties.

Lessor: CITY OF GREENVILLE

BY: _____
Ann E. Wall, City Manager

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of Pitt County, North Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the ____ day of _____, 2023.

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney or Designee

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

Lessee's Name: Rebecca Szalaj

Vendor Number: _____

Contract # _____

Account Number: Deposit Account 010-01-00-00-000-000-462002

Project Code (if applicable)_____

Lessee(s):

Rebeca Szalaj

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of Pitt County, North Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the _____ day of _____, 2023

Notary Public

My Commission Expires:_____





Lessee's Name: Rebecca Szalaj

Vendor Number: _____

Contract # _____

EXHIBIT A

9/24/23 7:51



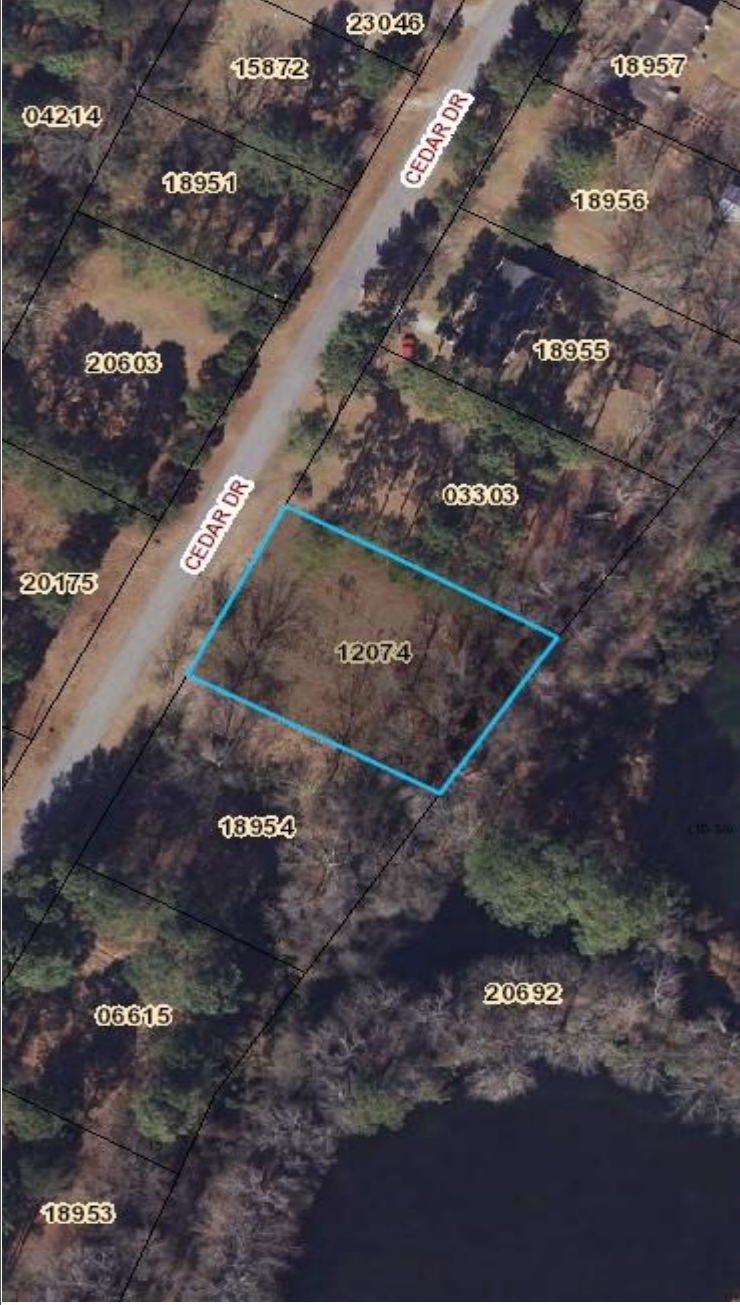
 <p>Pitt County Government Greenville, North Carolina www.pittcountync.gov</p> 	
	<p>Parcel: 03303 More Info: 03303 Physical Address: 3540 CEDAR DR Owner Name: GREENVILLE CITY OF OwnerAddress1: PO BOX 7207 OwnerAddress2: OwnerAddress3: City / State / Zip: GREENVILLE NC 27835 NC PIN: 4698453975 Subdivision / Section / Phase: Prior Legal Description: LOT 18 FORREST ACRES Block / Lot: Tract: Building Number / Unit: Acres: 0.50 Current Owner Deed/Document: Map Book: 17-37 Deed / Document Date: 05/2007 Deed / Document Sales Price: \$0 Building Type / Use: Number of Buildings: 0 Year Built: Total Living Area: 0 Building Value: \$0 Extra Features Value: \$0 Land Value: \$1,750 Total Current Market Value: \$1,750 Total 2019 Market Value: \$1,500 Municipality: Township: PACTOLUS Fire Service District: STATON HOUSE FIRE SERVICE DISTRICT Census Tract: 800 Neighborhood: 004156 Elementary School: Belvoir ES Middle School: Wellcome MS High School: J H Rose HS</p>
<p>Disclaimer: This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.</p> <p>Copyright © 2017, Pitt County, North Carolina.</p>	<p>PLEASE NOTE: The parcel information is updated nightly and reflects current property values.</p> <p>Printed: 9/24/2023 7:51:44 PM</p>

Lessee's Name: Rebecca Szalaj

Vendor Number: _____

Contract # _____

9/24/23 8:04

 <p>Pitt County Government Greenville, North Carolina www.pittcountync.gov</p> 	
	<p>Parcel: 12074 More Info: 12074 Physical Address: 3530 CEDAR DR Owner Name: GREENVILLE CITY OF OwnerAddress1: PO BOX 7207 OwnerAddress2: OwnerAddress3: City / State / Zip: GREENVILLE NC 27835 NC PIN: 4698453805 Subdivision / Section / Phase: Prior Legal Description: LOT 17 FORREST ACRES Block / Lot: Tract: Building Number / Unit: Acres: 0.49 Current Owner Deed/Document: Map Book: 17-37 Deed / Document Date: 05/2007 Deed / Document Sales Price: \$0 Building Type / Use: Number of Buildings: 0 Year Built: Total Living Area: 0 Building Value: \$0 Extra Features Value: \$0 Land Value: \$1,750 Total Current Market Value: \$1,750 Total 2019 Market Value: \$1,500 Municipality: Township: PACTOLUS Fire Service District: STATON HOUSE FIRE SERVICE DISTRICT Census Tract: 800 Neighborhood: 004156 Elementary School: Belvoir ES Middle School: Wellcome MS High School: J H Rose HS</p>
<p>Disclaimer: This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.</p> <p>Copyright © 2017, Pitt County, North Carolina.</p>	<p>PLEASE NOTE: The parcel information is updated nightly and reflects current property values. Printed: 9/24/2023 8:04:18 PM</p>

Lessee's Name: Rebecca Szalaj

Vendor Number: _____

Contract # _____

9/24/23 8:06

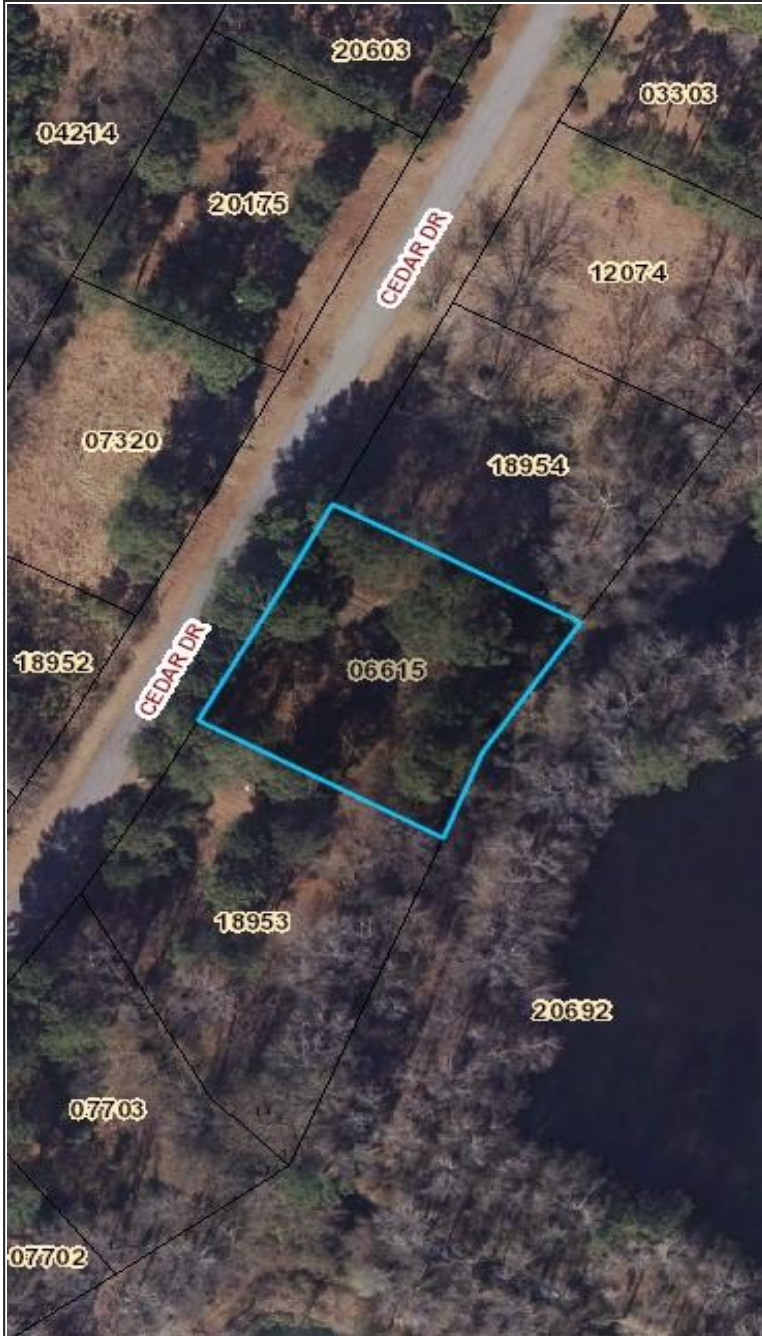


Pitt County Government

Greenville, North Carolina



www.pittcountync.gov



Parcel:	06615
More Info:	06615
Physical Address:	0 CEDAR DR
Owner Name:	GREENVILLE CITY OF
OwnerAddress1:	PO BOX 7207
OwnerAddress2:	
OwnerAddress3:	
City / State / Zip:	GREENVILLE NC 27835
NC PIN:	4698451660
Subdivision / Section / Phase:	
Prior Legal Description:	LOT 15 FOREST ACRES
Block / Lot:	
Tract:	
Building Number / Unit:	
Acres:	0.50
Current Owner Deed/Document:	
Map Book:	17-37
Deed / Document Date:	05/2007
Deed / Document Sales Price:	\$0
Building Type / Use:	
Number of Buildings:	0
Year Built:	
Total Living Area:	0
Building Value:	\$0
Extra Features Value:	\$0
Land Value:	\$1,400
Total Current Market Value:	\$1,400
Total 2019 Market Value:	\$1,500
Municipality:	
Township:	PACTOLUS
Fire Service District:	STATON HOUSE FIRE SERVICE DISTRICT
Census Tract:	800
Neighborhood:	004156
Elementary School:	Belvoir ES
Middle School:	Wellcome MS
High School:	J H Rose HS

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PLEASE NOTE:

The parcel information is updated nightly and reflects current property values.

Printed: 9/24/2023 8:06:24 PM

Lessee's Name: Rebecca Szalaj

Vendor Number: _____

Contract # _____


 <p>Pitt County Government Greenville, North Carolina www.pittcountync.gov</p> 	
	<p>Parcel: 07702 More Info: 07702 Physical Address: 3480 CEDAR DR Owner Name: GREENVILLE CITY OF OwnerAddress1: PO BOX 7207 OwnerAddress2: OwnerAddress3: City / State / Zip: GREENVILLE NC 27835 NC PIN: 4698359238 Subdivision / Section / Phase: Prior Legal Description: RES CEDAR DRIVE Block / Lot: Tract: Building Number / Unit: Acres: 0.32 Current Owner Deed/Document: Map Book: Deed / Document Date: 05/2007 Deed / Document Sales Price: \$0 Building Type / Use: Number of Buildings: 0 Year Built: Total Living Area: 0 Building Value: \$0 Extra Features Value: \$0 Land Value: \$1,750 Total Current Market Value: \$1,750 Total 2019 Market Value: \$1,500 Municipality: Township: PACTOLUS Fire Service District: STATON HOUSE FIRE SERVICE DISTRICT Census Tract: 800 Neighborhood: 004156 Elementary School: Belvoir ES Middle School: Wellcome MS High School: J H Rose HS</p>
<p>Disclaimer: This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.</p> <p>Copyright © 2017, Pitt County, North Carolina.</p>	<p>PLEASE NOTE: The parcel information is updated nightly and reflects current property values.</p> <p>Printed: 9/24/2023 8:08:17 PM</p>

Lessee's Name: Rebecca Szalaj

Vendor Number: _____

Contract # _____

9

 <p>Pitt County Government Greenville, North Carolina www.pittcountync.gov</p> 	
	<p>Parcel: 10642 More Info: 10642 Physical Address: 3470 CEDAR DR Owner Name: GREENVILLE CITY OF OwnerAddress1: PO BOX 7207 OwnerAddress2: OwnerAddress3: City / State / Zip: GREENVILLE NC 27835 NC PIN: 4698358261 Subdivision / Section / Phase: Prior Legal Description: LOT 3 FOREST ACRES Block / Lot: Tract: Building Number / Unit: Acres: 0.32 Current Owner Deed/Document: Map Book: DBO40-125 Deed / Document Date: 05/2007 Deed / Document Sales Price: \$0 Building Type / Use: Number of Buildings: 0 Year Built: Total Living Area: 0 Building Value: \$0 Extra Features Value: \$0 Land Value: \$1,750 Total Current Market Value: \$1,750 Total 2019 Market Value: \$1,500 Municipality: Township: PACTOLUS Fire Service District: STATON HOUSE FIRE SERVICE DISTRICT Census Tract: 800 Neighborhood: 004156 Elementary School: Belvoir ES Middle School: Wellcome MS High School: J H Rose HS</p>
<p>Disclaimer: This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.</p> <p>Copyright © 2017, Pitt County, North Carolina.</p>	<p>PLEASE NOTE: The parcel information is updated nightly and reflects current property values.</p> <p>Printed: 9/24/2023 8:13:24 PM</p>

Lessee's Name: Rebecca Szalaj

Vendor Number: _____

Contract # _____

9

 <p>Pitt County Government Greenville, North Carolina www.pittcountync.gov</p> 	
	<p>Parcel: 20106 More Info: 20106 Physical Address: 3460 CEDAR DR Owner Name: GREENVILLE CITY OF OwnerAddress1: PO BOX 7207 OwnerAddress2: OwnerAddress3: City / State / Zip: GREENVILLE NC 27835 NC PIN: 4698357184 Subdivision / Section / Phase: Prior Legal Description: LOT 4 FOREST AC.EXT. Block / Lot: Tract: Building Number / Unit: Acres: 0.31 Current Owner Deed/Document: SEE FILE Map Book: DBO40-125 Deed / Document Date: 05/2007 Deed / Document Sales Price: \$0 Building Type / Use: Number of Buildings: 0 Year Built: Total Living Area: 0 Building Value: \$0 Extra Features Value: \$0 Land Value: \$1,750 Total Current Market Value: \$1,750 Total 2019 Market Value: \$1,500 Municipality: Township: PACTOLUS Fire Service District: STATON HOUSE FIRE SERVICE DISTRICT Census Tract: 800 Neighborhood: 004156 Elementary School: Belvoir ES Middle School: Wellcome MS High School: J H Rose HS</p>
<p>Disclaimer: This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.</p> <p>Copyright © 2017, Pitt County, North Carolina.</p>	<p>PLEASE NOTE: The parcel information is updated nightly and reflects current property values.</p> <p>Printed: 9/24/2023 8:15:02 PM</p>

Lessee's Name: Rebecca Szalaj

Vendor Number: _____

Contract # _____

9

 <p>Pitt County Government Greenville, North Carolina www.pittcountync.gov</p> 																																																																									
	<table border="0"> <tr><td>Parcel:</td><td>20603</td></tr> <tr><td>More Info:</td><td>20603</td></tr> <tr><td>Physical Address:</td><td>3541 CEDAR DR</td></tr> <tr><td>Owner Name:</td><td>GREENVILLE CITY OF</td></tr> <tr><td>OwnerAddress1:</td><td>PO BOX 7207</td></tr> <tr><td>OwnerAddress2:</td><td></td></tr> <tr><td>OwnerAddress3:</td><td></td></tr> <tr><td>City / State / Zip:</td><td>GREENVILLE NC 27835</td></tr> <tr><td>NC PIN:</td><td>4698461072</td></tr> <tr><td>Subdivision / Section / Phase:</td><td></td></tr> <tr><td>Prior Legal Description:</td><td>&10*RES. RIDDICK SUB. DIV</td></tr> <tr><td>Block / Lot:</td><td></td></tr> <tr><td>Tract:</td><td></td></tr> <tr><td>Building Number / Unit:</td><td></td></tr> <tr><td>Acres:</td><td>0.47</td></tr> <tr><td>Current Owner Deed/Document:</td><td>SEE FILE</td></tr> <tr><td>Map Book:</td><td>17-37</td></tr> <tr><td>Deed / Document Date:</td><td>05/2007</td></tr> <tr><td>Deed / Document Sales Price:</td><td>\$0</td></tr> <tr><td>Building Type / Use:</td><td></td></tr> <tr><td>Number of Buildings:</td><td>0</td></tr> <tr><td>Year Built:</td><td></td></tr> <tr><td>Total Living Area:</td><td>0</td></tr> <tr><td>Building Value:</td><td>\$0</td></tr> <tr><td>Extra Features Value:</td><td>\$0</td></tr> <tr><td>Land Value:</td><td>\$1,750</td></tr> <tr><td>Total Current Market Value:</td><td>\$1,750</td></tr> <tr><td>Total 2019 Market Value:</td><td>\$1,500</td></tr> <tr><td>Municipality:</td><td></td></tr> <tr><td>Township:</td><td>PACTOLUS</td></tr> <tr><td>Fire Service District:</td><td>STATON HOUSE FIRE SERVICE DISTRICT</td></tr> <tr><td>Census Tract:</td><td>800</td></tr> <tr><td>Neighborhood:</td><td>004156</td></tr> <tr><td>Elementary School:</td><td>Belvoir ES</td></tr> <tr><td>Middle School:</td><td>Wellcome MS</td></tr> <tr><td>High School:</td><td>J H Rose HS</td></tr> </table>	Parcel:	20603	More Info:	20603	Physical Address:	3541 CEDAR DR	Owner Name:	GREENVILLE CITY OF	OwnerAddress1:	PO BOX 7207	OwnerAddress2:		OwnerAddress3:		City / State / Zip:	GREENVILLE NC 27835	NC PIN:	4698461072	Subdivision / Section / Phase:		Prior Legal Description:	&10*RES. RIDDICK SUB. DIV	Block / Lot:		Tract:		Building Number / Unit:		Acres:	0.47	Current Owner Deed/Document:	SEE FILE	Map Book:	17-37	Deed / Document Date:	05/2007	Deed / Document Sales Price:	\$0	Building Type / Use:		Number of Buildings:	0	Year Built:		Total Living Area:	0	Building Value:	\$0	Extra Features Value:	\$0	Land Value:	\$1,750	Total Current Market Value:	\$1,750	Total 2019 Market Value:	\$1,500	Municipality:		Township:	PACTOLUS	Fire Service District:	STATON HOUSE FIRE SERVICE DISTRICT	Census Tract:	800	Neighborhood:	004156	Elementary School:	Belvoir ES	Middle School:	Wellcome MS	High School:	J H Rose HS
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NC PIN:	4698461072																																																																								
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Elementary School:	Belvoir ES																																																																								
Middle School:	Wellcome MS																																																																								
High School:	J H Rose HS																																																																								
<p><small>Disclaimer: This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.</small></p> <p>Copyright © 2017, Pitt County, North Carolina.</p>	<p>PLEASE NOTE:</p> <p>The parcel information is updated nightly and reflects current property values.</p> <p>Printed: 9/24/2023 8:16:34 PM</p>																																																																								

Lessee's Name: Rebecca Szalaj

Vendor Number: _____

Contract # _____

9

 <p>Pitt County Government Greenville, North Carolina www.pittcountync.gov</p> 	
	<p>Parcel: 20175 More Info: 20175 Physical Address: 3531 CEDAR DR Owner Name: GREENVILLE CITY OF Owner Address 1: PO BOX 7207 Owner Address 2: Owner Address 3: City / State / Zip: GREENVILLE NC 27835 NC PIN: 4698451808 Subdivision / Section / Phase: Prior Legal Description: LOT 11 FORREST ACRES Block / Lot: Tract: Building Number / Unit: Acres: 0.48 Current Owner Deed/Document: SEE FILE Map Book: 17-37 Deed / Document Date: 05/2007 Deed / Document Sales Price: \$0 Building Type / Use: Number of Buildings: 0 Year Built: Total Living Area: 0 Building Value: \$0 Extra Features Value: \$0 Land Value: \$1,750 Total Current Market Value: \$1,750 Total 2019 Market Value: \$1,500 Municipality: Township: PACTOLUS Fire Service District: STATON HOUSE FIRE SERVICE DISTRICT Census Tract: 800 Neighborhood: 004156 Elementary School: Belvoir ES Middle School: Walkome MS High School: JH Rose HS</p>
<p><small>Disclaimer: This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.</small></p> <p><small>Copyright © 2017, Pitt County, North Carolina.</small></p>	<p>PLEASE NOTE: The parcel information is updated nightly and reflects current property values. Printed: 9/24/2023 8:18:14 PM</p>

Lessee's Name: Rebecca Szalaj

Vendor Number: _____

Contract # _____

9

 <p>Pitt County Government Greenville, North Carolina www.pittcountync.gov</p> 	
	<p>Parcel: 07320 More Info: 07320 Physical Address: 3521 CEDAR DR Owner Name: GREENVILLE CITY OF Owner Address 1: PO BOX 7207 Owner Address 2: Owner Address 3: City / State / Zip: GREENVILLE NC 27835 NC PIN: 4698450732 Subdivision / Section / Phase: Prior Legal Description: LOT 12 FORESTACRES Block / Lot: Tract: Building Number / Unit: Acres: 0.48 Current Owner Deed/Document: Map Book: 17-37 Deed / Document Date: 05/2007 Deed / Document Sales Price: \$0 Building Type / Use: Number of Buildings: 0 Year Built: Total Living Area: 0 Building Value: \$0 Extra Features Value: \$0 Land Value: \$1,750 Total Current Market Value: \$1,750 Total 2019 Market Value: \$1,500 Municipality: Township: PACTOLUS Fire Service District: STATON HOUSE FIRE SERVICE DISTRICT Census Tract: 800 Neighborhood: 004156 Elementary School: Belvoir ES Middle School: Welcome MS High School: JH Rose HS</p>
<p><small>Disclaimer: This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, taxmaps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.</small></p> <p>Copyright © 2017, Pitt County, North Carolina.</p>	<p>PLEASE NOTE: The parcel information is updated nightly and reflects current property values. Printed: 9/24/2023 8:20:12 PM</p>

Lessee's Name: Rebecca Szalaj

Vendor Number: _____

Contract # _____

 <p>Pitt County Government Greenville, North Carolina www.pittcountync.gov</p> 	
	<p>Parcel: 26456 More Info: 26456 Physical Address: 3501 CEDAR DR Owner Name: GREENVILLE CITY OF OwnerAddress1: PO BOX 7207 OwnerAddress2: OwnerAddress3: City / State / Zip: GREENVILLE NC 27835 NC PIN: 4698358488 Subdivision / Section / Phase: Prior Legal Description: C-1 FOREST ACRES EXT.3 Block / Lot: Tract: Building Number / Unit: Acres: 0.41 Current Owner: 1119 229 Deed/Document: Map Book: D48-469 Deed / Document Date: 05/2007 Deed / Document Sales Price: \$0 Building Type / Use: Number of Buildings: 0 Year Built: Total Living Area: 0 Building Value: \$0 Extra Features Value: \$0 Land Value: \$1,750 Total Current Market Value: \$1,750 Total 2019 Market Value: \$1,500 Municipality: Township: PACTOLUS Fire Service District: STATON HOUSE FIRE SERVICE DISTRICT Census Tract: 800 Neighborhood: 004156 Elementary School: Belvoir ES Middle School: Wellcome MS High School: J H Rose HS</p>
<p>Disclaimer: This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.</p> <p>Copyright © 2017, Pitt County, North Carolina.</p>	<p>PLEASE NOTE: The parcel information is updated nightly and reflects current property values. Printed: 9/24/2023 8:25:08 PM</p>



City of Greenville, North Carolina

Meeting Date: 10/19/2023

Title of Item: Ordinance to annex Kittrell Farms, Lot 1 property involving 12.1804 acres located along the southern right-of-way of Charles Boulevard between Bells Chapel Road and Signature Drive

Explanation: A. SCHEDULE

1. Advertising date: October 7, 2023
2. City Council public hearing date: October 19, 2023
3. Effective date: October 19, 2023

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 12.1804
4. Voting District: 4
5. Township: Winterville
6. Zoning: CG (General Commercial)
7. Existing land use: Vacant
8. Anticipated land use: 164,850 square foot of mini-storage
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

* Source: Census.gov

10. Rural fire tax district: Eastern Pines
11. Greenville fire district: Station 3
12. Present tax value: \$2,071,152
13. Estimated tax value: \$4,100,000

Fiscal Note: Estimated tax value at full development is \$4,100,000

Recommendation: Approve the attached ordinance to annex Kittrell Farms, Lot 1

ATTACHMENTS

- [Ordinance Kittrell Farms, Lot 1 Annexation.pdf](#)
- [Kittrell Farms, Lot 1 ANX Survey.pdf](#)

ORDINANCE NO. 23-
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 19th day of October, 2023, after due notice by publication in The Daily Reflector on the 7th day of October, 2023; 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 “Kittrell Farms, Lot 1”, involving 12.1804 acres prepared by Stroud Engineering P.A.

LOCATION: Situate in Winterville Township, Pitt County, North Carolina, located along the southern right-of-way of Charles Boulevard between Bells Chapel Road and Signature Drive.

GENERAL DESCRIPTION:

Lying and being in Winterville Township, Pitt County, North Carolina, lying south of NC Highway 43 - Charles Boulevard, east of NCSR 1898 Bell’s Chapel Road and west of Signature Drive, and beginning at a point on the southern right-of-way of NC Highway 43 - Charles Boulevard where the western right-of-way of Signature Drive intersects with the southern right-of-way of NC Highway 43 - Charles Boulevard, the point of beginning.

Thence from the point of beginning, leaving the western right-of-way of Signature Drive and following the southern right-of-way of NC Highway 43 – Charles Boulevard N55-41-06W – 204.72’, thence N55-23-26W – 69.88’ to the northeast corner of Lot 9, Kittrell Farms as recorded in Map Book 77, Page 76, thence along the eastern line of Lot 9 S37-04-33W – 319.19’ to the southeast corner of Lot 9, Kittrell Farms, the True Point of Beginning.

Thence from the True Point of Beginning, leaving the boundary of Lot 9 and following a new city limit line through the lands of Lake Kristi Properties, LLC (Deed Book 1587, Page 460) S34-20-39W – 620.51’ to the northern line of EWT 80, LLC as recorded in Deed Book 4176, Page 604 and shown in Map Book 69, Page 137 of the Pitt County Registry, thence along the northern line of EWT 80, LLC N57-25-47W – 476.60’ to a point on the eastern right-of-way of NCSR 1898 Bell’s Chapel Road, thence along the eastern right-of-way of Bell’s Chapel Road S21-12-23W – 101.44’, thence crossing NCSR 1898 Bell’s Chapel Road and following an existing city limit line S75-27-02W – 73.94’ to the western right-of-way of NCSR 1898 Bell’s Chapel Road, thence along the western right-of-way of Bell’s Chapel Road the following calls: N21-12-23E – 520.97’, thence N20-23-37E – 99.20’, thence N18-04-24E – 98.53’, thence N14-37-02E – 98.37’, thence N11-43-48E – 74.84’, thence crossing NCSR Bell’s Chapel Road and following an existing city limit line N79-00-30E – 65.05’ to the eastern right-of-way of NCSR 1898 Bell’s Chapel Road, thence N09-00-16E – 14.54’ to the southwest corner of the Southern District Convocation Of The United Holy Church Of America (Deed Book 1587, Page 460), thence leaving the eastern right-of-way of NCSR 1898 Bell’s Chapel Road and following the southern line of Southern District Convocation Of The United Holy Church Of America S83-03-13E – 442.97’ to a point on the southern right-of-way of NC Highway 43 – Charles Boulevard, thence along the right-of-way of NC Highway 43 – Charles Boulevard S50-28-19E – 83.18’, thence S52-56-35E – 51.50’ to the northwest corner of Lot 9, Kittrell Farms (Deed Book 3648, Page 420 and Map Book 77, Page 76), thence with the Lot 9 boundary the following calls: S37-04-33W – 315.10’, thence S52-55-27E – 182.00’ to the true point of beginning, containing 12.1804 Acres and being a portion of Parcel number 19617 as filed with the Pitt County Tax Assessor’s Office.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G.S. 160A-23, be annexed into Greenville municipal election district four. 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 four.

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 19th day of October, 2023.

ADOPTED this 19th day of October, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

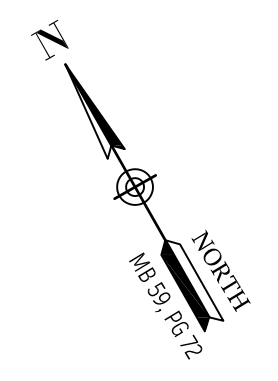
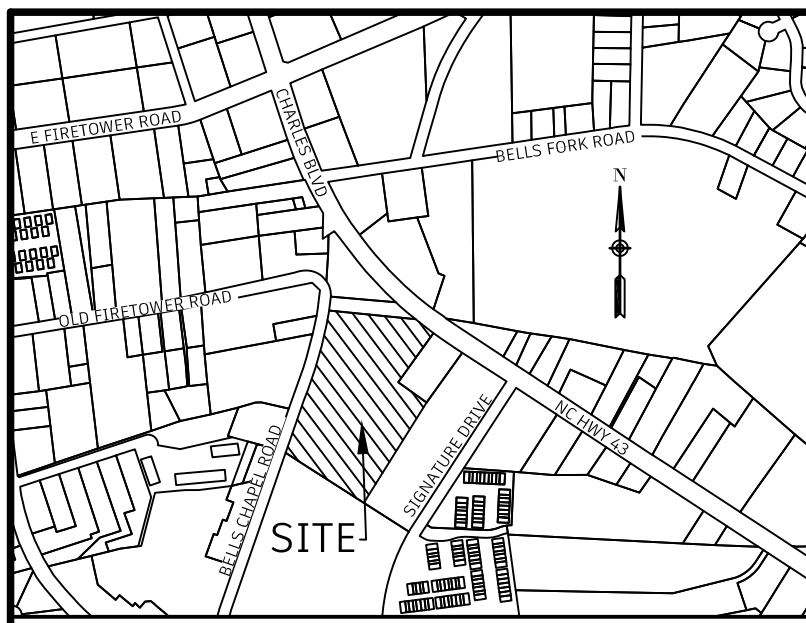
NORTH CAROLINA
PITT COUNTY

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.

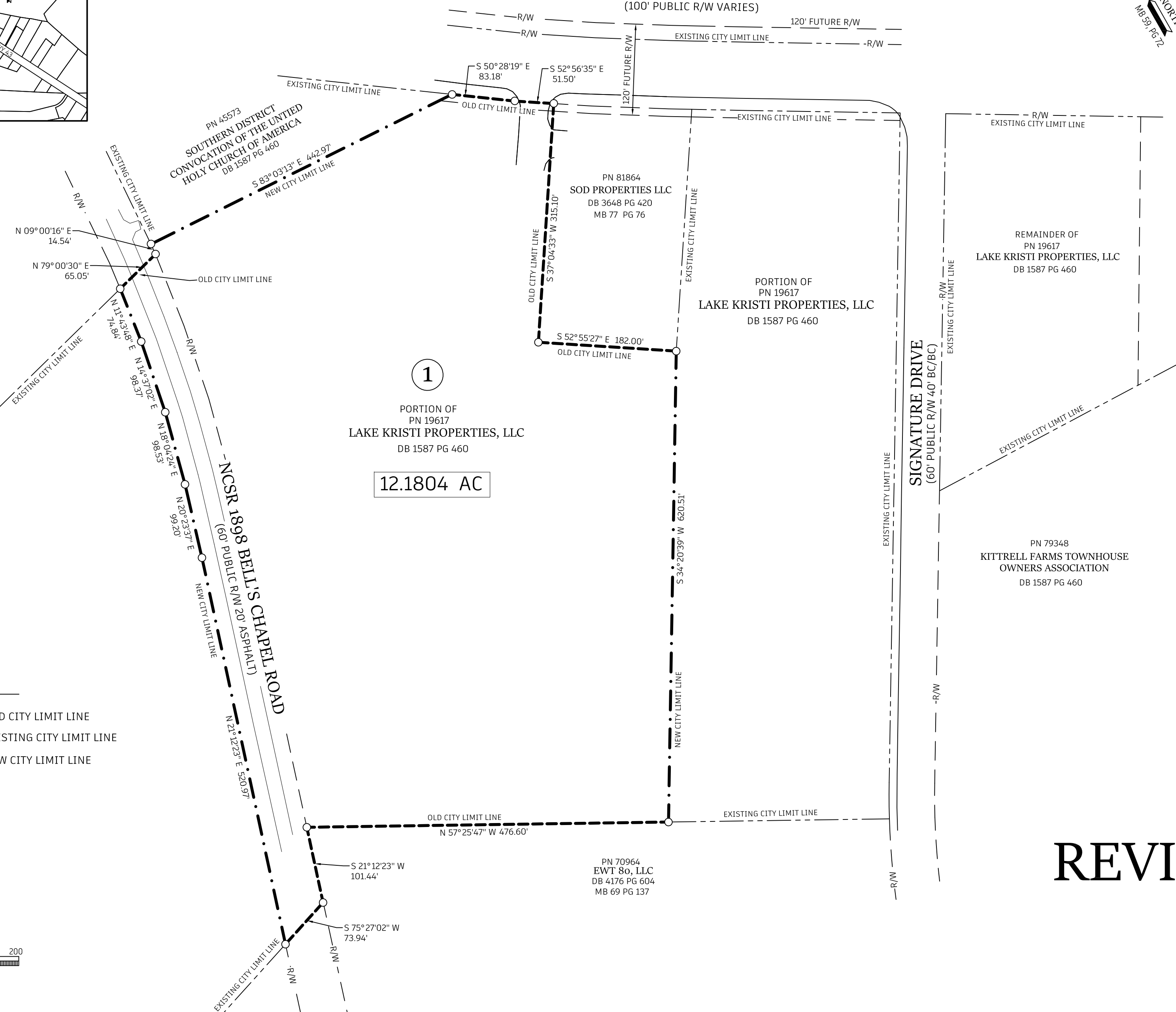
WITNESS my hand and official seal this ____th day of _____, 2023.

Notary Public

My Commission Expires: _____

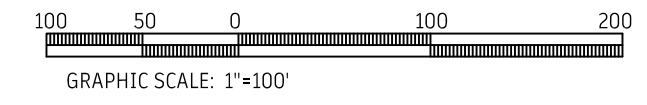


NC HIGHWAY 43 - CHARLES BLVD
(100' PUBLIC R/W VARIES)



LEGEND

- OLD CITY LIMIT LINE
- - - EXISTING CITY LIMIT LINE
- · · NEW CITY LIMIT LINE



THIS MAP IS EXEMPT FROM GS 47-30 REQUIREMENTS PER GS 47-30 (j) WHICH STATES: "THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED".

CERTIFICATION

I, _____, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OR FROM REFERENCES HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES AND ARE PLOTTED FROM INFORMATION FOUND IN DEEDS AND MAPS REFERENCED HEREON.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____

PROFESSIONAL LAND SURVEYOR

REVIEW ONLY

NORTH CAROLINA, _____ COUNTY
I, _____, NOTARY
PUBLIC OF THE COUNTY AND STATE
AFORESAID, CERTIFY THAT _____

_____, A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS THE _____ DAY OF _____.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

KITTRILL FARMS, LOT 1
REFERENCE: DEED BOOK 1587, PAGE 460 OF THE PITT COUNTY REGISTRY

WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

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

SURVEYED:	-	APPROVED:	DTB
DRAWN:	LHJ	DATE:	3/27/23
CHECKED:	DTB	SCALE:	1"=100'

MAP NO.	MAPS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE

DATE _____ ORDINANCE NO. _____ 12.1804 AC AREA



City of Greenville, North Carolina

Meeting Date: 10/19/2023

Title of Item: Ordinance requested by Unshakable Builders, LLC to rezone 12.81 acres located at the current terminus of Tipton Road between Greenfield Boulevard and Easy Street and 200+/- west of North Memorial Drive from R9S (Residential-Single-Family) to OR (Office-Residential [High Density Multi-Family])

Explanation:

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on September 5, 2023.

On-site sign(s) posted on September 5, 2023.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on October 3, 2023.

Public hearing legal advertisement published on October 7, 2023 and October 14, 2023.

Comprehensive Plan:

The Future Land Use and Character Map recommends commercial (C) along the western right-of-way of North Memorial Drive between Easy Street and Greenfield Boulevard transitioning to industrial/logistics (IL) south of Easy Street and residential, low to medium density (LMDR) north of Greenfield Boulevard. Further, potential conservation open space (PCOS) is recommended to indicate potential environmental constraints, a buffer to the adjacent recommended uses and/or city-owned recreational area.

Commercial

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

Intent:

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

Primary uses:

Commercial (small and large format)

Office

Secondary uses:

Institutional/civic

Industrial/Logistics

Area is characterized by warehouses and light manufacturing operations and related 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 highly-visible sites

Primary uses:

Industrial

Light industrial

Research and assembly

Warehousing

Secondary uses:

Office

Commercial

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)

Potential Conservation/Open Space

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

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

Intent:

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

Thoroughfare/Traffic Report Summary (Engineering Department):

Based on possible uses permitted by the requested zoning, the proposed zoning classification could generate 876 trips to and from the site on NC 11 (Memorial Drive), which is a net increase of 537 additional trips per day.

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

History/Background:

In 1969, the property was zoned IU (Unoffensive Industry). In 1976, the property was rezoned from IU to R9. In 2005, the property was rezoned 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:

This property drains to the Parkers Creek Watershed (Tar River Basin). If stormwater rules apply, it would require 10-year detention, nitrogen and phosphorus reduction.

A portion of the property is located in the Special Flood Hazard Area and Floodway. No Jurisdictional Wetlands exist on the property. Jurisdictional streams and riparian buffers do exist on the property.

Surrounding Land Uses and Zoning:

North: CH – Vacant (under common ownership); IU – ECU Transit

South: R9S – Greenfield Terrace Subdivision

East: OR – Five (5) single-family residences on one lot

West: R9S –Greenfield Terrace/Barnes-Ebron-Taft Community Center

Density Estimates:

Under the current zoning, the site could accommodate 36 single-family residences.

Under the proposed zoning, the site could accommodate 130 multi-family units (1, 2 and 3 bedroom units).

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

Fiscal Note:

No cost to the City.

Recommendation:

In staff's opinion the request is not in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Therefore, staff recommends denial.

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

The Planning and Zoning Commission voted to approve (5:1) the request at its September 19, 2023 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 the request is inconsistent with the comprehensive plan and to adopt the staff report which addresses plan consistency and other matters. "

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 Unshakable Builders Rezoning.pdf**](#)
- [**Text Excerpt Unshakable Builders.pdf**](#)
- [**Unshakable Builders, LLC APO Map.pdf**](#)
- [**Unshakable Builders, LLC Rezoning Survey.pdf**](#)
- [**Unshakable Builders Traffic Report.pdf**](#)
- [**List_of_usesR9StoOR.pdf**](#)
- [**Density and Veg Charts.pdf**](#)

ORDINANCE NO. 23-
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 19th day of October, 2023, 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 Primary Service Area;

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

Section 1. That the following described territory is rezoned from R9S (Residential-Single-Family) to OR (Office-Residential).

TO WIT: Unshakable Builders, LLC

LOCATION: Located at the current terminus of Tipton Road between Greenfields Boulevard and Easy Street roughly 200+/- west of North Memorial Drive

DESCRIPTION: Beginning at an existing iron in the south east corner of the property owned by State of NC recorded on MB 53 PG 117 following: Thence, S 74° 15' 35.15" E for a distance of 791.88 feet to a point on a line. Thence, S 14° 13' 55.4" W for a distance of 376.8529 feet to a point on a line. Thence, N 75° 09' 29.0" W for a distance of 114.5044 feet to a point on a line. Thence, N 74° 50' 04.5" W for a distance of 44.7871 feet to a point on a line. Thence, S 14° 50' 28.7" W for a distance of 29.5649 feet to a point on a line. Thence, N 72° 33' 57.0" W for a distance of 1112.8801 feet to a point on a line. Thence, N-85° 33' 00.0" W for a distance of 207.0588 feet to a point on a line. Thence, N 04° 27' 01.0" E for a distance of 50.0000 feet to the beginning of a non-tangential curve, Said curve turning to the right through an angle of 85° 35' 14.6", having a radius of 161.7330 feet, and whose long chord bears N 47° 18' 16.0" E for a distance of 219.7500 feet to a point of intersection with a non-tangential line. Thence, N 17° 29' 53.0" E for a distance of 197.2200 feet to a point on a line. Thence, S 72° 30' 04.0" E for a distance of 561.4300 feet to a point on a line being the point of beginning containing 12.81 acres.

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

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

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

ADOPTED this 19th day of October, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1181120

Excerpt from the draft Planning & Zoning Commission Minutes (09/19/2023)

REQUEST BY UNSHAKABLE BUILDERS, LLC TO REZONE 12.81 ACRES LOCATED AT THE CURRENT TERMINUS OF TIPTON ROAD BETWEEN GREENFIELD BOULEVARD AND EASY STREET AND 200+/- WEST OF NORTH MEMORIAL DRIVE FROM R9S (RESIDENTIAL-SINGLE-FAMILY) TO OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]).

Chantae Gooby, Chief Planner, presented for staff. The Commission originally heard this request in June meeting. There was some neighborhood opposition and the Commission continued the item to allow time for the applicant and neighborhood to have a meeting. It is my understanding that a meeting was held. The rezoning is a portion of a larger piece that goes all the way to Easy Street. However, for this rezoning, this property can only be accessed by Tipton Drive and the entrance to the park. This property will be required to connect to these streets. The survey is showing the entire property, but the portion requested for rezoning is 12.81 acres. The property is located in the Parkers Creek Watershed and will require 10-year detention, nitrogen and phosphorus reduction. A portion of the property is located in the Special Flood Hazard Area and Floodway. There are no jurisdictional wetlands, but there are jurisdictional streams and riparian buffers. This request could generate a net increase of 537 additional trips per day. Greenfield Boulevard and Memorial Drive is a signalized intersection. During the review process, measures to mitigate the traffic will be determined. In 1976, the property was rezoned from IU (Unoffensive Industry) to R9 (Residential). In 2005, the property was rezoned to its current zoning. Under the current zoning, the site could accommodate 36 single-family units. Under the proposed zoning, the site could accommodate 130 multi-family units. Currently, the Future Land Use Plan and Character Map recommends commercial (C) along the western right-of-way of North Memorial Drive between Easy Street and Greenfield Boulevard transitional to industrial/logistics (IL) and south of Easy Street and residential, low to medium density (LMDR) north of Greenfield Boulevard. COS is recommended to indicate potential environmental constraints and to act as a buffer to the neighborhood. The requested zoning is a high density multi-family district. In staff's opinion, the request is in not compliance with the Horizons 2026: Greenville's Community Plan. The Land Use Plan recommends low to medium density to act as a buffer to the existing single-family neighborhood from the industrial to the north. Staff recommends denial.

Chair Faison opened the public hearing.

Marie Peedin, owner of Inner Banks Engineering and Consulting, I am here with Dewitt Newkirk, owner of Unshakable Builders. Mr. Newkirk has met with the neighbors. We are also looking to add a buffer between the industrial use and the residential use as well. From a planning perspective, the progression would be from a low density medium to a higher density to an actual industrial density. This is why we think it would make sense to rezone.

Chair Faison asked will there be any buffer between the existing residential and the OR that is possibly going there?

Ms. Peedin stated the city requires us to buffer per the existing ordinances.

Dewitt Newkirk, owner of Unshakable Builders, I did meet with all of the residents. They had some concerns about the traffic flow coming in and out of Tipton Drive. I explained to them that most of the traffic will be coming from Easy Street.

Mr. Collins stated I thought there was a problem with entering and exiting from Easy Street. I thought that was something that was not going to be possible.

Mr. Newkirk stated they were concerned about the traffic coming in from Tipton Drive.

Ms. Peedin stated this property would have connection to Tipton Drive, as well as in and out on Easy Street. There will, more than likely, be a right-in and out on Memorial Drive as well. It was my understanding that they were concerned about construction traffic coming up Tipton Drive. Dewitt and I discussed we do not have any intention to take construction traffic on Tipton Drive. We would take construction traffic off of Easy Street. There is a plan for a daycare, which is planned to be closer to Tipton Drive. The commercial side would be to the north.

Mr. Peyton stated there was also another concern about flooding but this was not going to be any additional impact.

Ms. Peedin stated per the City of Greenville rules, we cannot add any additional flow. We do not intend to cause any additional problems.

No one spoke in opposition.

Chair Faison closed the public hearing and opened board discussion.

Motion made by Mr. Peyton, seconded by Mr. West, to recommend approval of the proposed amendment, to advise that, although the proposed amendment is not consistent with the comprehensive plan, in this instance it is an appropriate zoning classification, and to adopt the staff report which addresses plan consistency. Vote: 5:1. Motion passed. Voting in favor: Peyton, West, Parker, Collins, and Brock. Voting in opposition: Woodmansee.

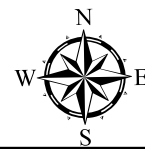
Unshakable Builders, LLC

From: R9S

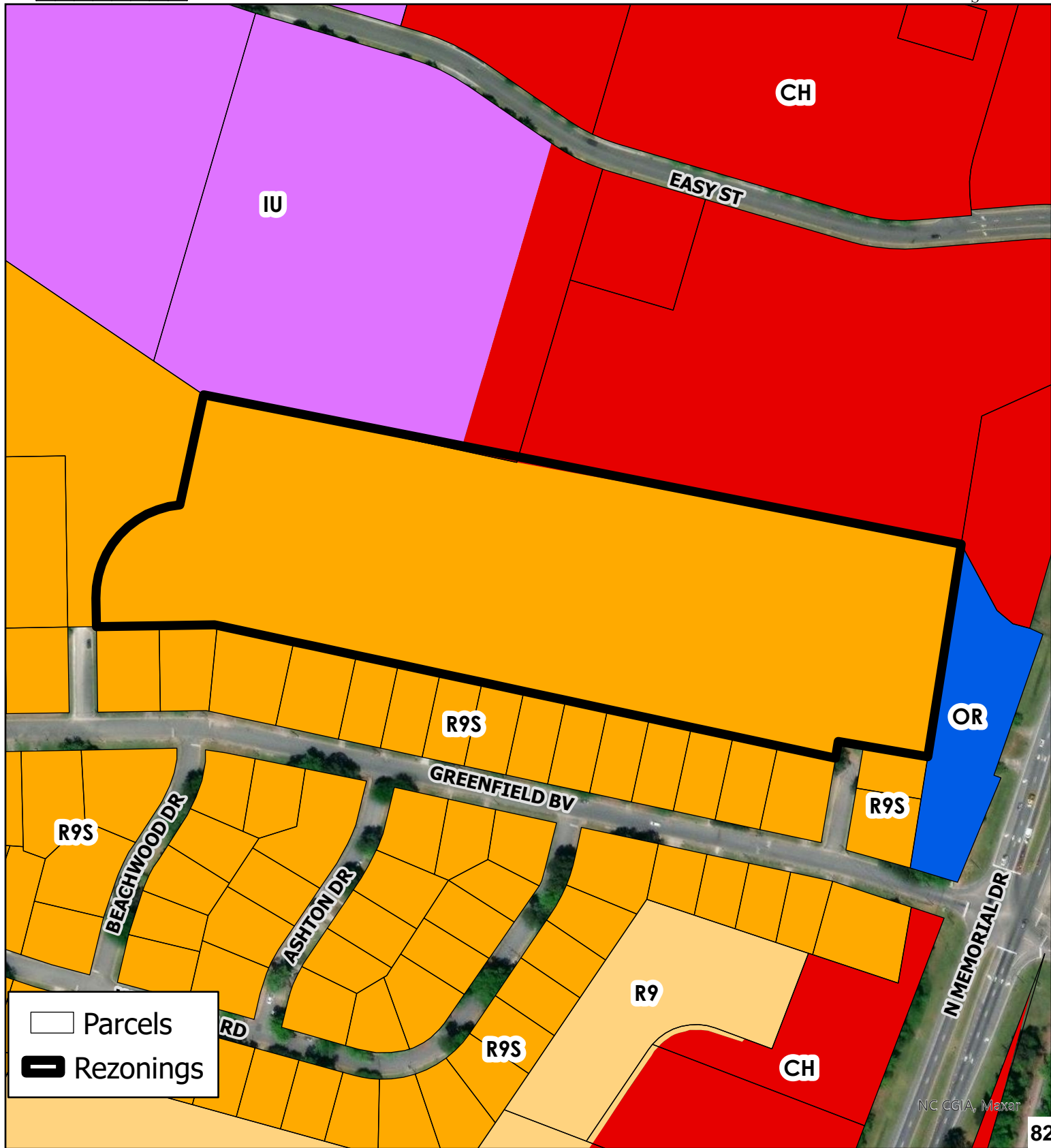
To: OR

Acres: 12.81

September 5, 2023



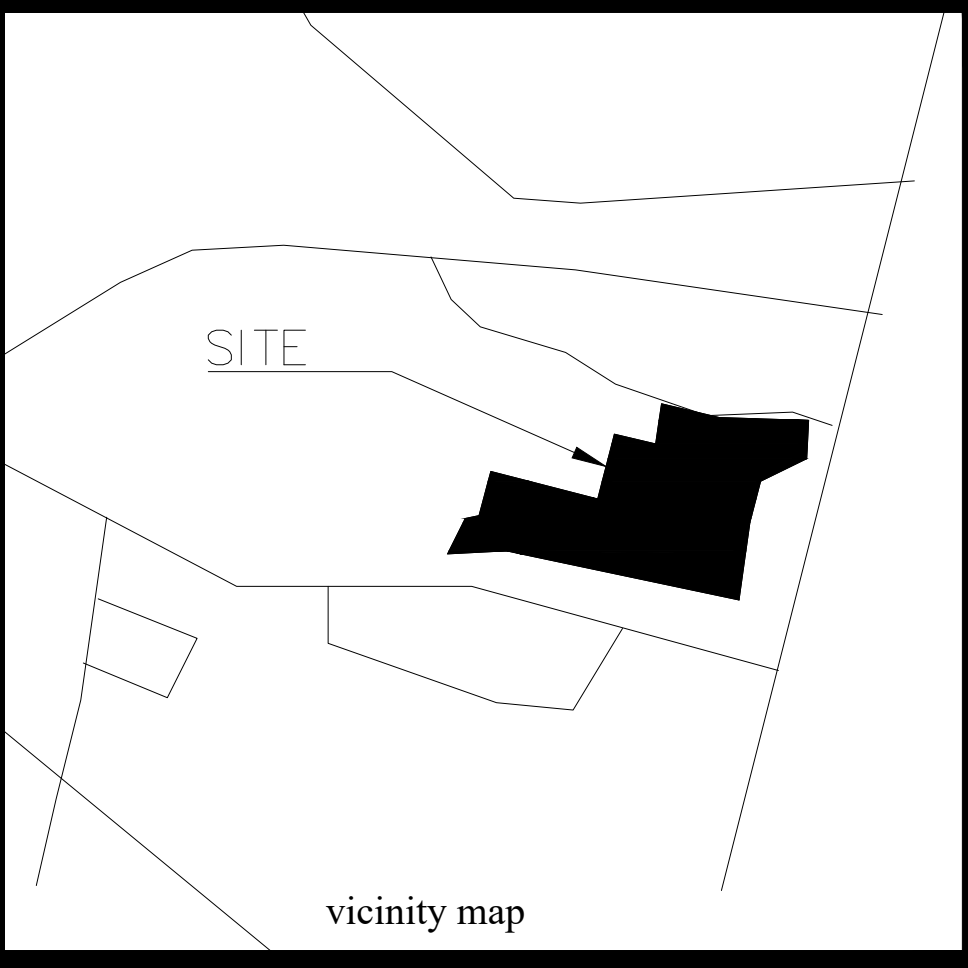
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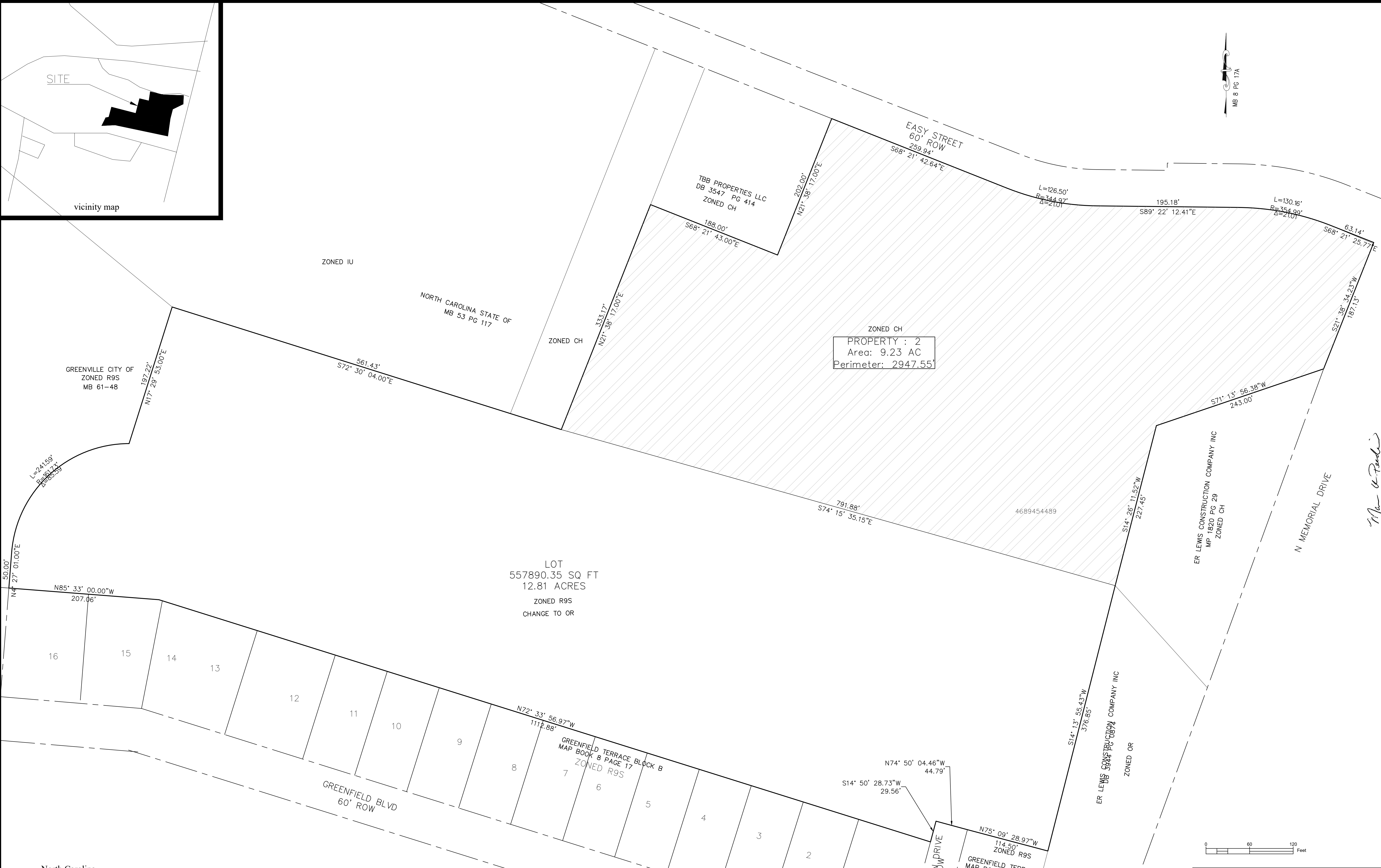
□ Parcels
▬ Rezoning

GROUND BREAKING DEVELOPERS

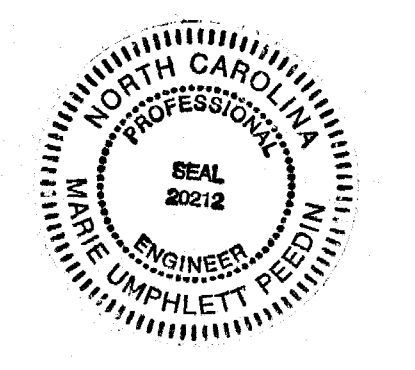
1700 GREENE STREET GREENVILLE, NC 27834



vicinity map



PROPERTY : 2
Area: 9.23 AC
Perimeter: 2947.55'



4/4/23

Date	Description

File No. 22016

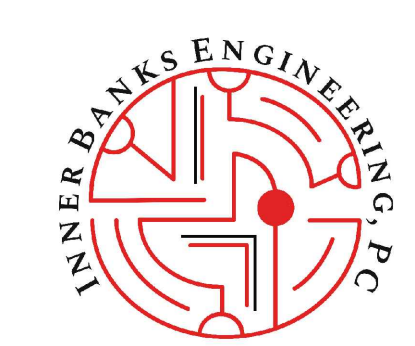
Scale: 1"=60'

Sheet No.

C1



TOTAL AREA IN TRACT: 22.04 ACRE
 PITT COUNTY PARCEL NO.: 47005
 SITE ADDRESS 2215 N MEMORIAL DRIVE GREENVILLE NC
 TAX MAP NO.: 4689454489
 CURRENT ZONING: R9S - 12.81 AC
 CH - NO CHANGE 9.23 AC
 PROPOSED ZONING OR - 12.81 AC
 REFERENCE DB 685 P 432



LICENSE NO. C-4111
 INNER BANKS ENGINEERING, PC
 P. O. BOX 154
 Washington, NC 27889
 252-945-2983
 MUPEEDIN@IBXENGINEERING.COM

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 23-03

Applicant: Unshakable Builders, LLC

Property Information

Current Zoning: R-9S (Residential-Single-Family)

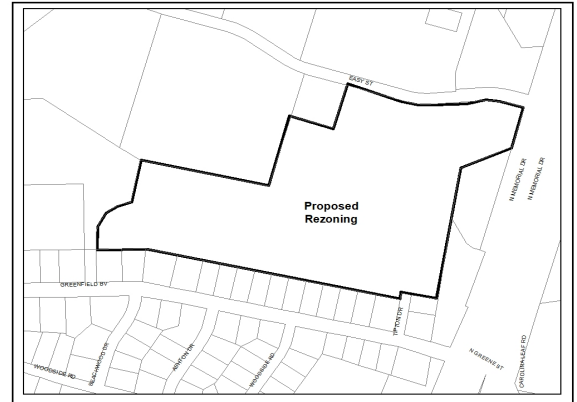
Proposed Zoning: OR (Office-Residential)

Current Acreage: 12.81 acres

Location: NC 11, south of Easy Street

Points of Access: Easy Street

Location Map



Transportation Background Information

1.) NC 11 (Memorial Dr)- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	4-lane divided with grass median	no change
Right of way width (ft)	190	no change
Speed Limit (mph)	55	
Current ADT:	31,500 (*)	
Design ADT:	43,900 vehicles/day (**)	
Controlled Access	yes	
Thoroughfare Plan Status	Major Thoroughfare	
Other Information: There are no sidewalks along NC 11 (Memorial Dr) 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:

Trips generated by proposed use/change

Current Zoning: 339 -vehicle trips/day (*) **Proposed Zoning: 876** -vehicle trips/day (*)

Estimated Net Change: increase of 537 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 NC 11 (Memorial Dr) are as follows:

1.) NC 11 (Memorial Dr) , North of Site (40%)“No build” ADT of 31,500

Estimated ADT with Proposed Zoning (full build) – 31,850
 Estimated ADT with Current Zoning (full build) – 31,636
Net ADT change = 214 (<1% increase)

2.) NC 11 (Memorial Dr) , South of Site (60%)“No build” ADT of 31,500

Estimated ADT with Proposed Zoning (full build) – 32,026

Estimated ADT with Current Zoning (full build) – 31,703**Net ADT change = 323 (1% increase)****Staff Findings/Recommendations**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 876 trips to and from the site on NC 11 (Memorial Dr), which is a net increase of 537 additional trips per day (over current zoning).

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

EXISTING ZONING	
R9S (RESIDENTIAL-SINGLE-FAMILY) - PERMITTED USES	
(1) General	
a.	Accessory use or building
c.	On-premise signs per Article N
(2) Residential	
a.	Single-family dwelling
f.	Residential cluster development per Article M
k.	Family care homes (see also 9-4-103)
q.	Room renting
(3) Home Occupations - None	
(4) Governmental	
b.	City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
g.	Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None	
(8) Services	
o.	Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
c.	Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
R9S (RESIDENTIAL-SINGLE-FAMILY) - SPECIAL USES	
(1) General - None	
(2) Residential - None	
(3) Home Occupations	
a.	Home occupation; not otherwise listed
(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining	
l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
a.	Golf course; 18-hole regulation length (see also section 9-4-103)
a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
c(1).	Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None	
(8) Services	
d.	Cemetery

	g. School; junior and senior high (see also section 9-4-103)
	h. School; elementary (see also section 9-4-103)
	i. School; nursery and kindergarten (see also section 9-4-103)
(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	
OR (OFFICE-RESIDENTIAL) - PERMITTED USES	
(1) General	
a.	Accessory use or building
b.	Internal service facilities
c.	On-premise signs per Article N
f.	Retail sales; incidental
(2) Residential	
b.	Two-family attached dwelling (duplex)
c.	Multi-family development per Article I
k.	Family care homes (see also 9-4-103)
n.	Retirement center or home
o.	Nursing, convalescent or maternity home; major care facility
p.	Boarding or rooming house
q.	Room renting
(3) Home Occupations - None	
(4) Governmental	
b.	City of Greenville municipal government building or use (see also section 9-4-103)
c.	County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
d.	Federal government building or use
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
g.	Private noncommercial recreation; indoor only, not otherwise listed
(7) Office/Financial/Medical	
a.	Office; professional and business, not otherwise listed
b.	Operation/processing center
c.	Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
d.	Bank, savings and loans or other savings or investment institutions
e.	Medical, dental, ophthalmology or similar clinic, not otherwise listed
(8) Services	
c.	Funeral home
e.	Barber or beauty salon
f.	Manicure, pedicure or facial salon

g.	School; junior and senior high (see also section 9-4-103)
h.	School; elementary (see also section 9-4-103)
i.	School; nursery and kindergarten (see also section 9-4-103)
j.	College and other institutions of higher learning
k.	Business or trade school
n.	Auditorium
o.	Church or place of worship (see also section 9-4-103)
p.	Library
q.	Museum
r.	Art gallery
u.	Art studio including art and supply sales
v.	Photography studio including photo and supply sales
w.	Digital broadcast studio (see also section 9-4-103)
x.	Dance studio
y(2)	TV and/or radio broadcast facilities, including receiving and transmission equipment and towers not exceeding 120 feet in height or cellular telephone and wireless communication towers not exceeding 120 feet in height (see also section 9-4-103)
y(4) Distributed Antenna System (See also 9-4-103 (Q))	
bb.	Civic organizations
cc.	Trade or business organizations
jj.	Health services not otherwise listed including not limited to speech, physical and occupational therapy
ss.	Tattooing
tt.	Microblading
(9) Repair - None	
(10) Retail Trade	
s.	Book or card store, news stand
w.	Florist
ee.	Christmas tree sales lot; temporary only (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
a.	Licensed contractor; general electrical, plumbing, mechanical, etc... excluding outside storage
c.	Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
OR (OFFICE-RESIDENTIAL) - SPECIAL USES	
(1) General - None	
(2) Residential	
d.	Land use intensity multi-family (LUI) development rating 50 per Article K
e.	Land use intensity multi-family (LUI) development rating 67 per Article K
i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
m.	Shelter for homeless or abused (see also section 9-4-103)
o(1).	Nursing, convalescent or maternity home; minor care facility
r.	Fraternity or sorority house

(3) Home Occupations - None	
(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment	
c(1).	Tennis club; indoor and outdoor facilities
h.	Commercial recreation; indoor only, not otherwise listed
m(1).	Dining and entertainment establishment (see also section 9-4-103)
(7) Office/Financial/Medical	
f.	Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
l.	Convention center; private
s.	Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
ff.	Mental health, emotional or physical rehabilitation day program facility
ff(1).	Mental health, emotional or physical rehabilitation day program facility
(9) Repair- None	
(10) Retail Trade - None	
h.	Restaurant; conventional
j.	Restaurant and/or dining and entertainment establishment; regulated outdoor activities
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation	
h.	Parking lot or structure; principal use
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories)	
a.	Other activities; personal services not otherwise listed
b.	Other activities; professional services 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: 10/19/2023

Title of Item:

Ordinance requested by North State Steel, Inc. to rezone a total of 13.5267 acres located along the northern and southern rights-of-way of West Gum Road and 450+/- feet east of Old River Road from RA20 (Residential-Agricultural) to IU (Unoffensive Industry)

Explanation:

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on September 5, 2023

On-site sign(s) posted on September 5, 2023

City Council public hearing notice (property owner and adjoining property owner letter) mailed on October 3, 2023.

Public hearing legal advertisement published on October 7, 2023 and October 14, 2023.

Comprehensive Plan:

The Future Land Use and Character Map recommends commercial at the intersection of Belvoir Highway and Old River Road transitioning to industrial/logistics (IL) in the interior.

Commercial

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

Intent:

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

Primary uses:

Commercial (small and large format)

Office

Secondary uses:

Institutional/civic

Industrial/Logistics

Area is characterized by warehouses and light manufacturing operations and related 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 highly-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 the analysis comparing the existing zoning (377 daily trips) and requested zoning, the proposed rezoning could generate approximately 111 trips to and from the site on West Gum Road, which is a net **decrease** of 266 trips per day. Since the traffic analysis for the requested rezoning indicates that the proposal would generate less traffic than the existing zoning, a traffic volume report was not generated.

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

History/Background:

In 1983, the property was zoned to its current zoning.

Existing Land Uses:

Vacant

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

The property drains to the Parker's Creek Watershed (Tar River Basin). If stormwater rules apply, it would require 10-year detention, and nitrogen and phosphorus reduction.

A portion of the property is located in the Special Flood Hazard Area. No Jurisdictional wetlands exist on the property. Jurisdictional streams and riparian buffers may exist on the property.

Surrounding Land Uses and Zoning:

North: IU – Woodlands

South: RA20 - Thirteen (13) mobile home residences and one (1) vacant lot

East: RA20 – Three (3) vacant lots; IU - North State Steel (under common ownership)

West: RA20 – One (1) single-family residence, three (3) vacant lots, one (1) mobile home residence, and woodland

Density Estimates:

Under the current zoning, the site could accommodate 30-35 single-family residences.

Under the proposed zoning, the site could accommodate 65,000+/- square feet of industrial/warehouse space.

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

Fiscal Note:

No cost to the City.

Recommendation:

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

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

public interest, and staff recommends approval of the requested rezoning.

The Planning and Zoning Commission voted unanimously to approve the request at its September 19, 2023 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_North_State_Steel_Rezoning.pdf](#)
- [Excerpt North State Steel.pdf](#)
- [North State Steel APO Map](#)
- [North State Steel, INC. Survey.pdf](#)
- [ListofUsesRA20toIU.pdf](#)
- [Veg Chart.pdf](#)

ORDINANCE NO. 23-
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 19th day of October, 2023, 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 Primary Service Area;

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

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

TO WIT: North State Steel, Inc. (Tract 1)

LOCATION: Located along the northern right-of-way of West Gum Road and 450+/- feet east of Old River Road.

DESCRIPTION: Being those certain tracts or parcels of land or portions thereof lying and being situate in Greenville Township, Pitt County, North Carolina and being bounded on the north by the properties of Gertrude Ebron, heirs, John Henry Davis, Frank & Emma Perkins and NCSR 2255 (Redmond Lane); on the east by the properties of Nomia R. Carmon & Ella R. Dixon, ETAL, Trevathan Family, LLC, Jimmy Allen Blount & Martha Blount Moore; on the south by NCSR 1421 (Gum Road) and the properties of Vernon G. Jordan & Bernadine Jordan-Howard, ETAL, Sheldon G. Jordan and Venson G. Jordan & Della Faye Jordan Dowd, ETAL and on the west by the properties of Joe Terry Jamison Wright & wife Sheanite Nicole Wright, James R. Hopkins, and New Fleming Chapel and being more particularly described as follows:

Commencing at NC Geodetic Survey Monument "Soybean" having NC grid coordinates of N= 211471.154 meters and E= 755809.375 meters; thence N 83°47'51" E 373.71 feet to an existing iron pipe located at the northwest corner of the property of Nomia R. Carmon and Ella R. Dixon, ETAL, known as Parcel 03576 and having NC Grid coordinates of N= 211459.286 meters and E= 755711.473 meters and being the POINT OF BEGINNING; thence from said beginning point so established, along and with the west line of said Carmon & Dixon property S 23°55'53" W 246.77 feet to an existing iron pipe; thence S 87°07'16" E 5.60 feet to an existing iron pipe and S 21°00'16" W 35.65 feet to an existing iron pipe; thence along the current zoning boundary line within the property of North State Steel, Inc. known as Parcel 89349 N 67°23'56" W 100.40 feet to an existing iron pipe and S 22°06'44" W 408.10 feet to an existing iron pipe at the northwest corner of the property of North State Steel, Inc. known as Parcel 12593; thence with the north line of said Parcel 12593 S 67°45'12" E 50.30 feet to an existing iron bar at the northwest corner of the property of Jimmie Allen Blount and Martha Blount Moore known as Parcel 01636; thence with the west line of said Parcel 01636 S 22°08'41" W 294.24 feet a point on the north right of way line of NCSR 1421 (Gum Road); thence with the north right of way line of NCSR 1421 N 66°26'38" W 50.14 feet to an existing iron pipe at the southeast corner of the property of Venson G. Jordan and Bernadine Jordan-Howard, ETAL known as Parcel 89348; thence with the east line of said Parcel 89348 N 22°06'37" E 206.04 feet to an existing iron pipe at the northeast corner of said Parcel 89348; thence with the north line of said Parcel 89348 and the north line of the property of Sheldon G. Jordan known as Parcel 85764 and the north line of the Venson G. Jordan and Della Faye Jordan Dowd property known as Parcel 09877 N 66°08'11" W 432.44 feet to an existing iron pipe on the east line of the property of Joe Terry Jamison Wright and wife Sheanite Nicole Wright known as Parcel 09893; thence with the east line of said Parcel 09893 and the east line of the property of James R. Hopkins known as Parcel 11318 and the east line of the property of New Fleming Chapel known as Parcel 27053 N 39°15'29" E 485.51 feet to an existing iron pipe at the southwest corner of the property of Gertrude Ebron, heirs known as Parcel 06596; thence with the south line of said Parcel 06596 and the south line of the property of John Henry Davis known as Parcel 05771 S 66°42'29" E 55.26 feet to an existing iron bar and S 85°06'57" E 103.95 feet to an existing iron pipe at the southeast corner of said Parcel 05771; thence with the east line of said Parcel 05771 N 43°07'08" E 172.02 feet to an existing iron pipe and N 08°37'52" W 27.63 feet to an existing iron pipe and on the south right of way line of NCSR 2255 (Redmond Lane); thence with said south right of way line of NCSR 2255 S 88°29'50" E 54.10 feet to an existing iron pipe at the northwest corner of the property of Frank & Emma Perkins as described in Deed Book U-27, Page 326 of the Pitt County Registry; thence with said Perkins west line S 21°47'34" W 174.35 feet to an existing iron pipe; thence with the north line of North State Steel, Inc. known as Parcel 89349 S 84°12'26" E 39.14 feet to an existing iron pipe; thence with the north line of the property of North State Steel, Inc. known as Parcel 25263 N 24°30'15" E 185.66 feet to an existing iron pipe on the

south right of way line of NCSR 2255; thence with said south right of way line of NCSR 2255 N 86°32'30" E 51.31 feet to an existing iron pipe and N 88°21'47" E 50.32 feet to the POINT OF BEGINNING containing 5.2364 acres and being all of Parcels 12593, 89570, 25263 and 01755 in addition to portions of parcels 57622 and 89349. All distances in this description are horizontal field distances (US survey foot) and no grid factor has been applied; the combined NC grid factor used for grid coordinate calculations is 0.99990053.

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

TO WIT: North State Steel, Inc. (Tract 2)

LOCATION: Located along the southern right-of-way of West Gum Road and 450+/- feet east of Old River Road.

DESCRIPTION: Being those certain tracts or parcels of land or portions thereof lying and being situate in Greenville Township, Pitt County, North Carolina and being bounded on the north by Sheldon Jordan & NCSR 1421 (Gum Road), on the east by the property of Michael C. Pitts and the property of City of Greenville, on the south by Lots 1-14, Block B, Yarrell Place Subdivision and on the west by the property of Charlotte T. Moore, Trustee of the William Joseph Tripp Family Trust and being more particularly described as follows:

Commencing at NC Geodetic Survey Monument "Soybean" having NC grid coordinates of N= 211471.154 meters and E= 755809.375 meters (NAD 83(2001)); thence S 23°47'06" W 1197.98 feet to a point at the northwest corner of the property of Michael C. Pitts known as Parcel 32032 having NC Grid coordinates of N= 211137.057 meters and E= 755662.125 meters (NAD 83(2001)) and being the POINT OF BEGINNING; thence from said beginning point so established along and with the west and south lines of said Parcel 32032 S 19°19'38" W 231.43 feet and S 65°48'22" E 89.14 feet to a point on the west line of City of Greenville known as Parcel 47447; thence with the west line of said Parcel 47447 S 19°20'09" W 223.86 feet to a point at the northeast corner of Lot 14, Block B of Yarrell Place Subdivision known as Parcel 78655; thence with the north line of Lots 1-14, Block B of said Yarrell Place Subdivision as recorded in Map Book 44, Page 113 of Pitt County Registry the following courses and distances: N 68°55'27" W 247.15 feet, N 65°49'06" W 126.45 feet, N 66°51'09" W 46.17 feet, N 62°08'58" W 49.60 feet, N 59°37'56" W 95.74 feet, N 59°45'40" W 109.96 feet, N 51°43'35" W 131.11 feet and N 58°40'57" W 64.72 feet to a point on the west line of the property of Charlotte T. Moore, Trustee of the William Joseph Tripp Family Trust known as Parcel 22738; thence with the east line of said Parcel 22738 N 19°27'09" E 292.30 feet to a point at the southwest corner of the property of Sheldon Jordan known as Parcel 73235; thence with the south and east lines of said Parcel 73235 S 67°42'58" E 165.30 feet to a point and N 24°00'15" E 104.00 feet to a point on the south right of way line of NCSR 1421 (Gum Road); thence with the south right of way line of NCSR 1421 the following courses and distances: S 64°22'37" E 27.14 feet to a point, S 64°54'07" E 26.55 feet to a point, S 66°06'07" E 103.04 feet, S 65°37'05" E 89.37 feet, S 66°26'38" E 98.90 feet and S 66°15'08" E 251.41 feet to the POINT OF BEGINNING containing 7.9964 acres and being all of Parcels 42771, 50519 and 42772. All distances in this description are horizontal field distances (US survey foot) and no grid factor has been applied; the combined NC grid factor used for grid coordinate calculations is 0.99990053. The boundaries in this description are based on deeds and maps of record and have not been field surveyed by Spruill & Associates Inc.

Section 3. That the following described territory is rezoned from RA20 (Residential-Agricultural) to IU (Unoffensive Industry).

TO WIT: North State Steel, Inc. (Tract 3)

LOCATION: Located along the southern right-of-way of West Gum Road and 1,350+/- feet east of Old River Road.

DESCRIPTION: Being those certain tracts or parcels of land lying and being situate in Greenville Township, Pitt County, North Carolina and being bounded on the north by the southern right of way line of NCSR 1421 (Gum Road), on the east and south by the property of City of Greenville and on the west by the property of Michael C. Pitts and being more particularly described as follows:

Commencing at NC Geodetic Survey Monument "Soybean" having NC grid coordinates of N= 211471.154 meters and E= 755809.375 meters (NAD 83(2001)); thence S 23°47'06"W 1197.98 feet to a point at the northwest corner of the property of Michael C. Pitts known as Parcel 32032 having NC Grid coordinates of N= 211137.057 meters and E= 755662.125 meters (NAD 83(2001)); thence with the south right of way line of NCSR 1421 S 66°15'08" E 89.12 feet to the northwest corner of the property of North State Steel, Inc. known as Parcel 17942 and being the POINT OF BEGINNING; thence from said beginning point so established along and with said south right of way line NCSR 1421 and the north line of the property of North State Steel, Inc. known as Parcel 17942 S 66°15'08" E 49.94 feet to the northwest corner of the property of Trevathan Family, LLC known as Parcel 02626; thence continuing with the south right of way line of NCSR 1421 S 66°15'08" E 49.94 feet to a point at the northwest corner of the property of City of Greenville known as Parcel 47447; thence with the west line of said Parcel 47447 S 19°20'09" W 129.30 feet to an existing iron pipe; thence continuing with the line of Parcel 47447 common with south line of Parcel 02626 N 65°25'05" W 50.00 feet to an existing iron pipe at the common southern corner of Parcels 17942 and 02626; thence continuing with the line of Parcel 47447 common with the south line of Parcel 17942 N 65°25'05" W 50.00 feet to an existing iron pipe on the east line of the aforementioned Parcel 32032; thence with the east line of said Parcel 32032 N 19°20'09" E 127.84 feet to the POINT OF BEGGINNING containing 0.2939 acres and being all of Parcels 17942 & 02626. All distances in this description are horizontal field distances (US survey foot) and no grid factor has been applied; the combined NC grid factor used for grid coordinate calculations is 0.99990053. The boundaries in this description are based on deeds and maps of record and have not been field surveyed by Spruill & Associates Inc.

Section 4. 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 5. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

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

ADOPTED this 19th day of October, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1186405

Excerpt from the draft Planning & Zoning Commission Minutes (09/19/2023)

REQUEST BY NORTH STATE STEEL, INC. TO REZONE A TOTAL OF 13.5267 ACRES LOCATED ALONG NORTHERN AND SOUTHERN RIGHTS-OF-WAY OF WEST GUM ROAD AND 450+/- FEET EAST OF OLD RIVER ROAD FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO IU (UNOFFENSIVE INDUSTRY).

Mr. Chris West stated I have been involved in this project and I would like to recuse myself from this particular item.

Motion made by Mr. Collins, seconded by Mr. Brock, to recuse Mr. Chris West from Item 3. Motion passed unanimously.

Chantae Gooby, Chief Planner, presented for staff. Together, both pieces of property total 13.5 acres. The property is located in the Parker's Creek Watershed, if stormwater rules apply, 10-year detention, nitrogen and phosphorus reduction will be required. A portion of the property is located in the Special Flood Hazard Area (located in the blue) and Floodway. There no jurisdictional wetlands exist on the property but streams and riparian buffers may. This request could generate a net decrease of 266 trips per day. Under the current zoning, the site could accommodate 40 single family homes. Under the proposed zoning, the site could accommodate 6,500 square feet of industrial/warehouse space. The anticipated build-out is within 2 to 3 years. There is already IU (Unoffensive Industry) zoning adjacent to the tract to the north. The Future Land Use and Character Map recommends commercial (C) at the intersection of Belvoir Highway and Redmond Lane and Old River Road transitioning to industrial to the interior. The Future Land Use Plan recommends industrial along Redmond Lane and West Gum Road. In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use Plan and recommends approval.

Steve Spruill, Spruill and Associates, spoke in favor, we will be glad to answer any questions that you may have.

Kari Bell, Vice President of North State Steel, spoke in favor of the application. As we are growing, we will need to have a location to store our materials. This is what this location will be used for.

No one spoke in opposition.

Chair Faison closed the public hearing and opened board discussion.

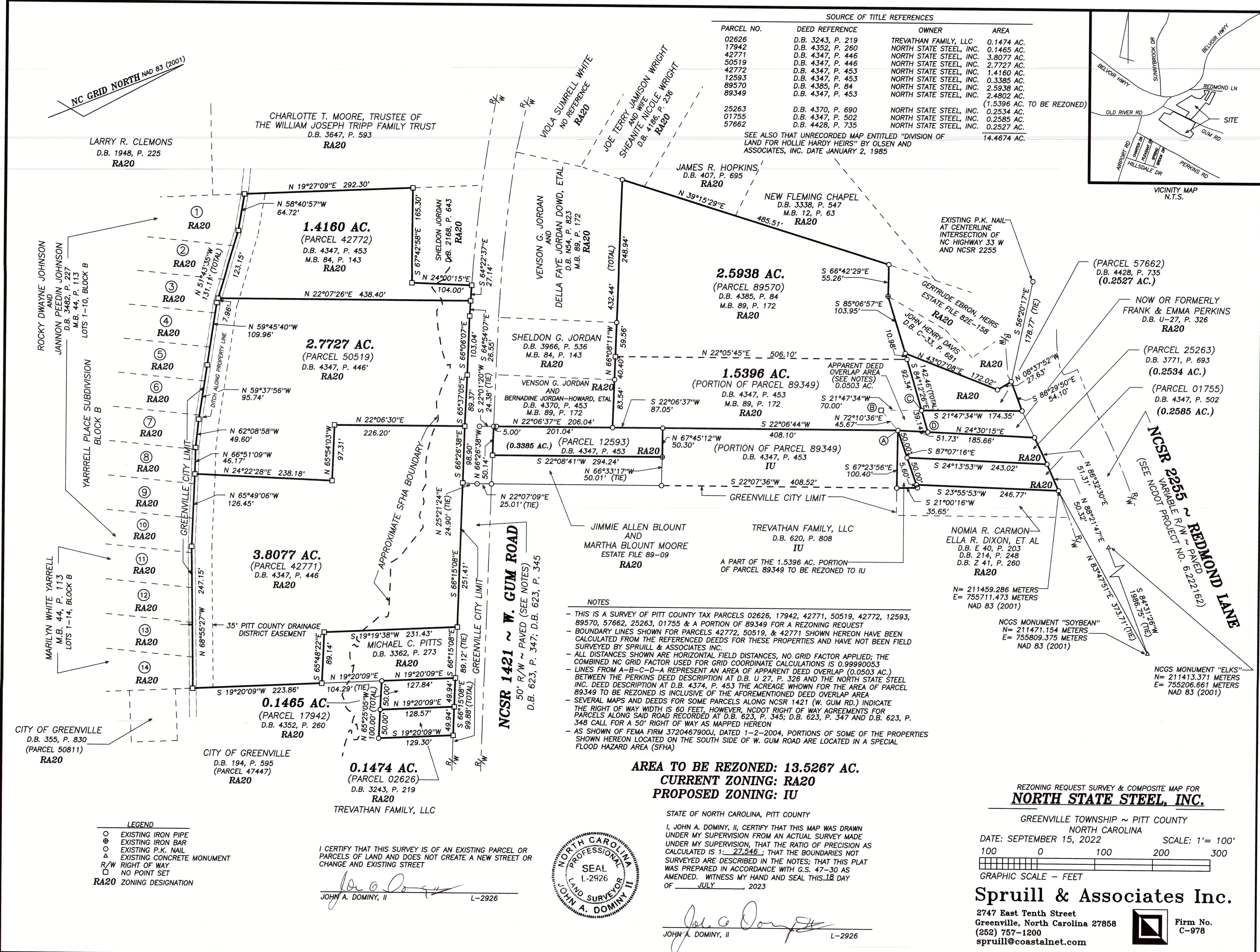
Motion made by Mr. Peyton, seconded by Parker, to recommend approval of the proposed amendment, to advise that it is consistent with the comprehensive plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.

North State Steel, INC.
From: RA20
To: IU
Acres: 13.5267
September 5th, 2023

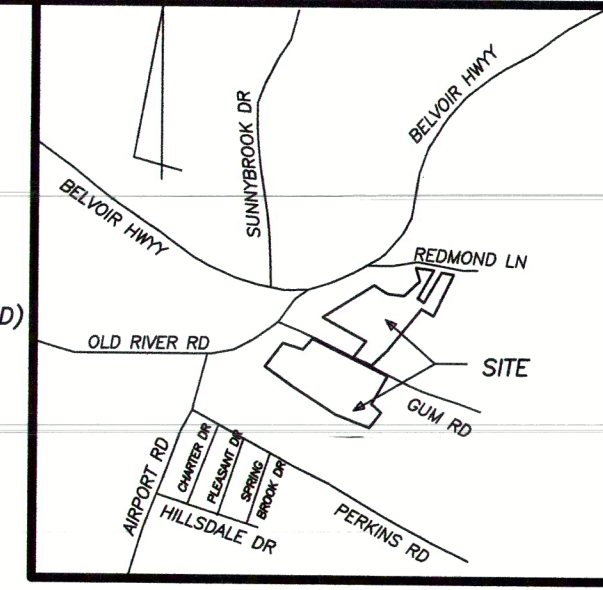


0 0.01 0.03 0.06 Miles





PARCEL NO.	DEED REFERENCE	OWNER	AREA
02626	D.B. 3243, P. 219	TREVATHAN FAMILY, LLC	0.1474 AC.
17942	D.B. 4352, P. 260	NORTH STATE STEEL, INC.	0.1465 AC.
42771	D.B. 4347, P. 446	NORTH STATE STEEL, INC.	3.8077 AC.
50519	D.B. 4347, P. 446	NORTH STATE STEEL, INC.	2.7727 AC.
42772	D.B. 4347, P. 453	NORTH STATE STEEL, INC.	1.4160 AC.
12593	D.B. 4347, P. 453	NORTH STATE STEEL, INC.	0.3385 AC.
89570	D.B. 4385, P. 84	NORTH STATE STEEL, INC.	2.5938 AC.
89349	D.B. 4347, P. 453	NORTH STATE STEEL, INC.	2.4802 AC.
25263	D.B. 4370, P. 690	NORTH STATE STEEL, INC.	1.5396 AC.
01755	D.B. 4347, P. 502	NORTH STATE STEEL, INC.	0.2534 AC.
57662	D.B. 4428, P. 735	NORTH STATE STEEL, INC.	0.2527 AC.
			14.4674 AC.



SEE ALSO THAT UNRECORDED MAP ENTITLED "DIVISION OF LAND FOR HOLLIE HARDY HEIRS" BY OLSEN AND ASSOCIATES, INC. DATE JANUARY 2, 1985

NOTES

- THIS IS A SURVEY OF PITT COUNTY TAX PARCELS 02626, 17942, 42771, 50519, 42772, 12593, 89570, 57662, 25263, 01755 & A PORTION OF 89349 FOR A REZONING REQUEST
- BOUNDARY LINES SHOWN FOR PARCELS 42772, 50519, & 42771 SHOWN HEREON HAVE BEEN CALCULATED FROM THE REFERENCED DEEDS FOR THESE PROPERTIES AND HAVE NOT BEEN FIELD SURVEYED BY SPRUILL & ASSOCIATES INC.
- ALL DISTANCES SHOWN ARE HORIZONTAL FIELD DISTANCES. NO GRID FACTOR APPLIED; THE COMBINED NC GRID FACTOR USED FOR GRID COORDINATE CALCULATIONS IS 0.99990053
- LINES FROM A-B-C-D-A REPRESENT AN AREA OF APPARENT DEED OVERLAP (0.0503 AC.) BETWEEN THE PERKINS DEED DESCRIPTION AT D.B. U 27, P. 326 AND THE NORTH STATE STEEL INC. DEED DESCRIPTION AT D.B. 4374, P. 453 THE ACREAGE WHOWN FOR THE AREA OF PARCEL 89349 TO BE REZONED IS INCLUSIVE OF THE AFOREMENTIONED DEED OVERLAP AREA
- SEVERAL MAPS AND DEEDS FOR SOME PARCELS ALONG NCSR 1421 (W. GUM RD.) INDICATE THE RIGHT OF WAY WIDTH IS 60 FEET, HOWEVER, NCDOT RIGHT OF WAY AGREEMENTS FOR PARCELS ALONG SAID ROAD RECORDED AT D.B. 623, P. 345; D.B. 623, P. 347 AND D.B. 623, P. 348 CALL FOR A 50' RIGHT OF WAY AS MAPPED HEREON
- AS SHOWN OF FEMA FIRM 3720467900J, DATED 1-2-2004, PORTIONS OF SOME OF THE PROPERTIES SHOWN HEREON LOCATED ON THE SOUTH SIDE OF W. GUM ROAD ARE LOCATED IN A SPECIAL FLOOD HAZARD AREA (SFHA)

AREA TO BE REZONED: 13.5267 AC.
CURRENT ZONING: RA20
PROPOSED ZONING: IU

STATE OF NORTH CAROLINA, PITT COUNTY

I, JOHN A. DOMINY, II, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 27,546; THAT THE BOUNDARIES NOT SURVEYED ARE DESCRIBED IN THE NOTES; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 18 DAY OF JULY, 2023



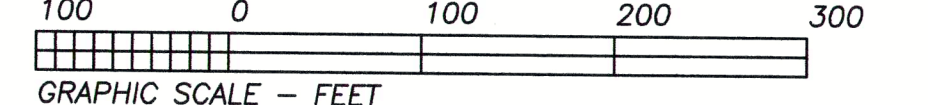
I CERTIFY THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AND EXISTING STREET

JOHN A. DOMINY, II L-2926

REZONING REQUEST SURVEY & COMPOSITE MAP FOR NORTH STATE STEEL, INC.

GREENVILLE TOWNSHIP ~ PITT COUNTY
 NORTH CAROLINA

DATE: SEPTEMBER 15, 2022 SCALE: 1" = 100'



GRAPHIC SCALE - FEET

Spruill & Associates Inc.
 2747 East Tenth Street
 Greenville, North Carolina 27858
 (252) 757-1200
 spruill@coastalnet.com
 Firm No. C-978

- LEGEND**
- EXISTING IRON PIPE
 - ⊙ EXISTING IRON BAR
 - △ EXISTING P.K. NAIL
 - ▲ EXISTING CONCRETE MONUMENT
 - R/W RIGHT OF WAY
 - NO POINT SET
 - RA20 ZONING DESIGNATION

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
	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
(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		
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. Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and 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)
	w. Digital broadcast studio (see also 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
	uu. Modular data processing facility
	vv. Data processing center
(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	
	a. Licensed contractor; general electrical, plumbing, mechanical, etc... excluding outside storage
	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 ot 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

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: 10/19/2023

Title of Item: Ordinance requested by Derek P. Dunn to rezone 0.09 acres located along the eastern right-of-way of Roosevelt Avenue and 130+/- feet south of West 5th Street from R6 (Residential [High Density Multi-Family]) to CDF (Downtown Commercial Fringe)

Explanation: **Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on September 5, 2023.

On-site sign(s) posted on September 5, 2023.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on October 3, 2023.

Public hearing legal advertisement published on October 7, 2023 and October 14, 2023.

Comprehensive Plan:

The Future Land Use and Character Map recommends Mixed Use (MU) for the area bounded by West 5th Street, Vance Street, West 6th Street and Hudson Street then transitioning to Uptown Neighborhood (UN) to the south.

Mixed Use

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

to nearby neighborhoods.

Intent:

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

Primary uses:

Office

Commercial

Multi-family residential

Secondary uses:

Institutional/civic

Uptown Neighborhood

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

Intent:

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

Primary uses:

Single-family residential

Two-family residential

Secondary uses:

Multi-family residential

Commercial (neighborhood scale)

Institutional/civic (neighborhood scale)

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

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

Policy statements include:

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

Thoroughfare/Traffic Report Summary (Engineering Department):

Due to the size of the subject property and the fact that it is undevelopable, a traffic report was not generated.

History/Background:

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

Existing Land Uses:

Vacant

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

The property drains to the Tar River. If stormwater rules apply, it would require 10-year detention, nitrogen and phosphorus reduction.

The property is not located in the Special Flood Hazard Area. No jurisdictional wetlands, streams and riparian buffers exist on the property.

Surrounding Land Uses and Zoning:

North: CDF – One (1) single-family residence (City-Owned)

South: R6 – One (1) vacant lot (City-Owned)

East: CDF – One (1) vacant lot (City-Owned)

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

Density Estimates:

Due to the size of the subject property, it is undevelopable.

Fiscal Note:

No cost to the City.

Recommendation:

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

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

The Planning and Zoning Commission voted unanimously to approve the request at its September 19, 2023 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 Derek P. Dunn Rezoning.pdf**
- Text Excerpt Derek P. Dunn**
- Derek P. Dunn APO Map.pdf**
- Derek P. Dunn Survey**
- ListofUsesR6toCDF.pdf**
- W Gnvile revival map.pdf**
- Density and Veg Chart.pdf**

ORDINANCE NO. 23-
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 19th day of October, 2023, 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 R6 (Residential-[High Density Multi-Family]) to CDF (Downtown Commercial Fringe).

TO WIT: Derek P. Dunn

LOCATION: Located along the eastern right-of-way of Roosevelt Avenue and 130+/- feet south of West 5th Street

DESCRIPTION: Beginning at existing NCGS Monument "Tyson" in the northern right-of-way of 5th Street, with NAD83/2011 grid coordinates of 681,940.42' (northing) and 2,479,521.26' (easting), following a bearing of S68°03'37"W a distance of 738.87 feet to an existing iron pipe, being a common property corner of Derek P. Dunn (parcel #6408, Deed Book 3720 Page 152 and Map Book 8 Page 78), and the City of Greenville (parcel #85507, Deed Book 3800 Page 547 and Map Book 84 Page 76) in the eastern right-of-way of Roosevelt Avenue, also being the POINT AND PLACE OF BEGINNING, thence leaving the eastern right-of-way of Roosevelt Avenue S80°36'23"E a distance of 112.00 feet to a point, also being N80°36'23"W a distance of 3.90 feet of an existing iron pipe recorded in MB 84 PG76, thence, thence S10°33'23"W a distance of 36.00 feet to a point in the western right-of-way of Davis Street, thence leaving the western right-of-way of Davis Street N80°36'23"W a distance of 112.00 feet to a point in the eastern right-of-way of Roosevelt Avenue, thence following the eastern right-of-way of Roosevelt Avenue 10°33'37"E a distance of 36.00 feet to an existing iron pipe, also being the POINT AND PLACE OF BEGINNING, containing 0.09 acres (4,031.12 square feet), more or less, and being the entirety of the lot recorded in Deed Book 3720 Page 150 and Book of Maps 8 Page 78 of the Pitt County Registry.

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

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

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

ADOPTED this 19th day of October, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1186406

Excerpt from the draft Planning & Zoning Commission Minutes (09/19/2023)

REQUEST BY DEREK P. DUNN TO REZONE 0.09 ACRES LOCATED ALONG THE EASTERN RIGHT-OF-WAY OF ROOSEVELT AVENUE AND 130+/- FEET SOUTH OF WEST 5TH STREET FROM R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) TO CDF (DOWNTOWN COMMERCIAL FRINGE).

Chantae Gooby, Chief Planner, presented for staff. This lot is undevelopable as is, but could be recombined with the tracts to the north of south in order to be developable. This property is 0.09 acres. The property is drains towards the Tar River, if stormwater rules apply, 10-year detention, nitrogen and phosphorus reduction will be required. No jurisdictional wetlands, streams or riparian buffers exist on the property. There is the Center City-West Greenville Revitalization Plan which include the subject prop. The plan encompasses the entire area bounded by the dashed pink line. The subject property is specifically locates in Focus Area 6. These are policy statements for Focus Area 6: To improve and revitalize existing neighborhoods; to improve, preserve and develop residential areas; to encourage the rehabilitation of dilapidated units and the development of vacant lots; and encourage the preservation, renovation, code enforcement, and rehabilitation of older housing stock. The property is currently zoned R6, which is a residential zoning district. The request is for CDF, Downtown Commercial Fringe, which allows the same types of residential but does allow commercial uses as well. The Future Land Use and Character Map recommends mixed use along West 5th Street essentially between 5th Street and 6th Street. The mixed use allows for commercial and residential uses. In staff's opinion, the request is in compliance with the Center City-West Greenville Plan, the Horizons 2026: Greenville's Community Plan and the Future Land Use Plan. Staff recommends approval.

Chair Faison opened the public hearing.

Steve Janowski, Rivers and Associates, spoke in favor of application. It's an isolated piece but he is trying to position the piece in order to join the CDF property that is already there.

No one spoke in opposition.

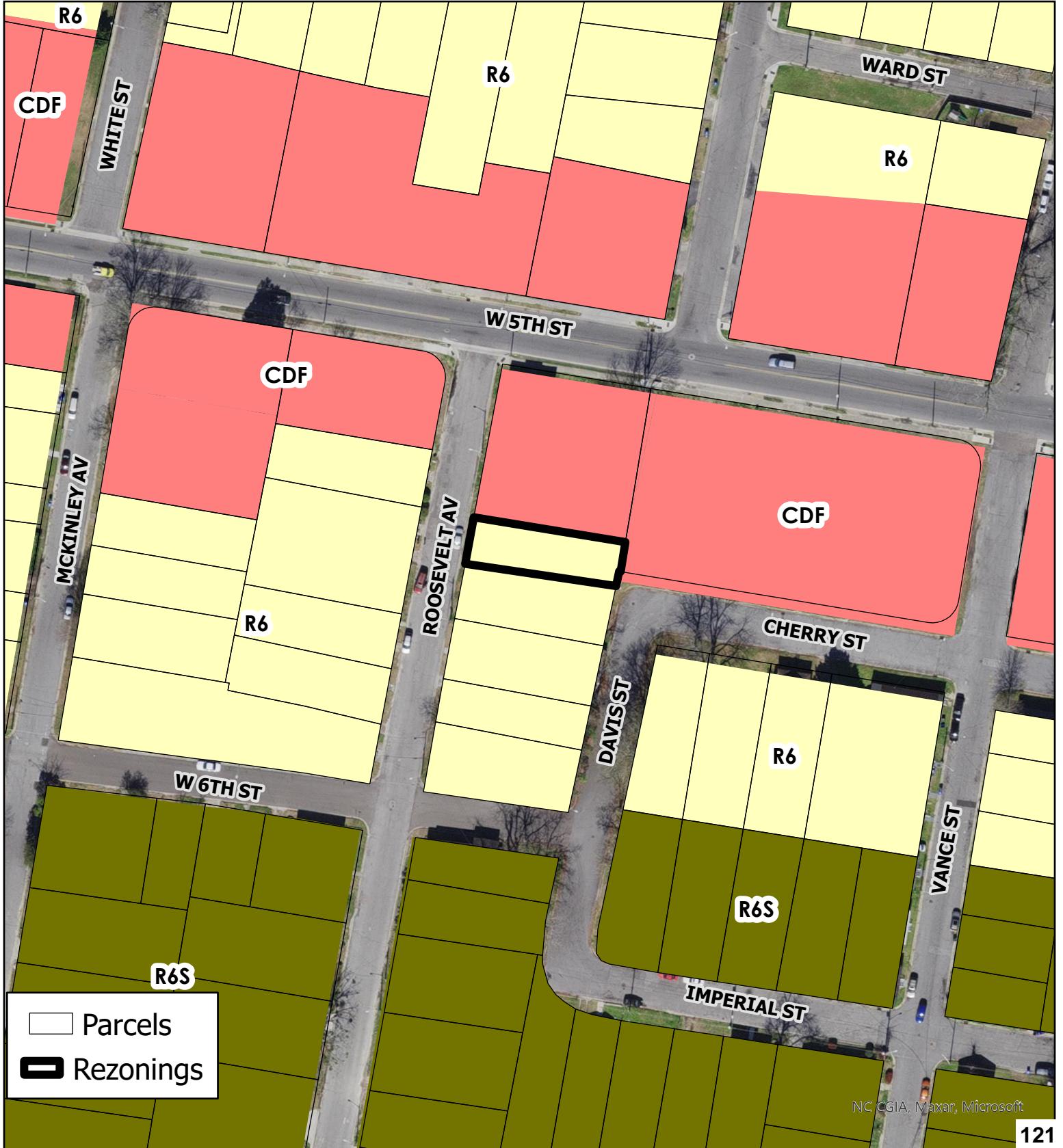
Chair Faison closed the public hearing and opened board discussion.

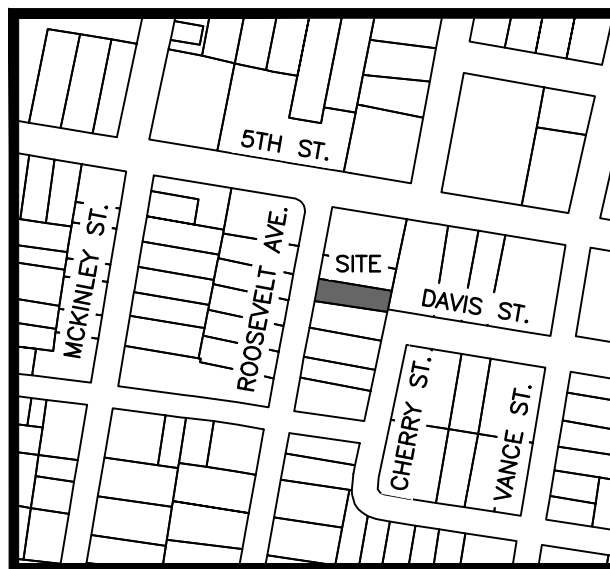
Motion made by Mr. West, seconded by Parker, to recommend approval of the proposed amendment, to advise that it is consistent with the comprehensive plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.

Derek P. Dunn
From: R6
To: CDF
Acres: 0.09
September 5, 2023



0 0.010.01 0.02 Miles





VICINITY MAP
(SCALE: 1"=300')

NCGS "TYSON"
GRID COORDINATES
MAD83/2011 (U.S. FT.)
N: 681,940.42'
E: 2,479,521.26'

N/F
CRUMB CONSTRUCTION, LLC.
D.B. 3937 PG. 300
M.B. 84 PG. 76
PIN# 4688010642
PARCEL# 08754
ZONING: R6

N/F
CITY OF GREENVILLE
D.B. 3800 PG. 547
M.B. 84 PG. 76
PIN# 4688012771
PARCEL# 85507
ZONING: CDF

N/F
CITY OF GREENVILLE
D.B. 2113 PG. 380
M.B. 81 PG. 103
PIN# 4688014657
PARCEL# 85239
ZONING: CDF

N/F
MCKESSON PROPERTIES, LLC.
D.B. 4029 PG. 240
M.B. 85 PG. 84
PIN# 4688011605
PARCEL# 86770
ZONING: R6

N/F
DEREK P. DUNN
D.B. 3720 PG. 150
M.B. 8 PG. 78
PIN# 4688011576
PARCEL# 06408
EXISTING ZONING: R6
PROPOSED ZONING: CDF

N/F
CITY OF GREENVILLE
D.B. 2033 PG. 608
PIN# 4688011573
PARCEL# 1520
ZONING: R6

N/F
COUNCIL W. BURNEY
D.B. 21E PG. 126
PIN# 4688010530
PARCEL# 09536
ZONING: R6

N/F
FREDERICK T. LITTLE
D.B. 3841 PG. 1
PIN# 4688011469
PARCEL# 14414
ZONING: R6

N/F
CITY OF GREENVILLE
M.B. 2 PG. 148
PIN# 4688012462
PARCEL# 14452
ZONING: R6

N/F
CITY OF GREENVILLE
M.B. 2 PG. 148
PIN# 4688013412
PARCEL# 14451
ZONING: R6

NOTES:

1. AREA DETERMINED BY COORDINATES.
2. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS UNLESS OTHERWISE NOTED.
3. NO POINT SET AT ANY CORNER.
4. EXISTING ZONING INFORMATION WAS TAKEN FROM PITT COUNTY OPIS ON 7/21/23. BEARING AND DISTANCES FOR THE SUBJECT PROPERTY ARE SHOWN FOR CLOSURE PURPOSES ONLY.
5. THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA, "ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DETERMINED FROM FIRM MAP NUMBER 3720468800K, PANEL 4688, EFFECTIVE 7/7/2014.
6. THIS MAP WAS PREPARED FOR REZONING PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY OF THE PROPERTIES SHOWN HEREON. THIS MAP IS NOT TO BE USED FOR SALES OR CONVEYANCE.
7. ADJOINING PROPERTY DATA WAS TAKEN FROM THE PITT COUNTY ONLINE PARCEL INFORMATION SYSTEM (OPIS) AND HAS NOT BEEN VERIFIED FOR ACCURACY OR CORRECTNESS.

REZONED AREA:

0.09 AC +/- (4,031.12 S.F. +/-)

REVISIONS

REZONING MAP
FOR
509 ROOSEVELT AVENUE

GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: DEREK P. DUNN
ADDRESS: P.O. BOX 1639
WINTERVILLE, NORTH CAROLINA 28590



SURVEYED
N/A
DRAWN
JWA
CHECKED
JWA
APPROVED
PM
DATE
7/31/2023
SCALE
1" = 20'

LEGEND

- BOUNDARY/REZONING LINE
- - - ADJOINER LINE
- - - RIGHT-OF-WAY
- - - TIE LINE
- - - BACK OF CURB
- EIP ○ EXISTING IRON PIPE
- NPF ○ NO POINT FOUND

ABBREVIATIONS

- PIN PARCEL IDENTIFICATION NUMBER
- REID REAL ESTATE IDENTIFICATION
- N/F NOW OR FORMERLY
- D.B. DEED BOOK
- P.B. PLAT BOOK
- M.B. MAP BOOK
- P.G. PAGE
- R/W RIGHT-OF-WAY
- (M) MEASURED
- (R) RECORDED
- S.F. SQUARE FEET
- AC. ACRES
- NPF NO POINT FOUND

REFERENCES:

- D.B. 3720 PG. 150
- M.B. 8 PG. 78
- D.B. 2033 PG. 608
- D.B. 3800 PG. 547
- M.B. 84 PG. 76
- D.B. 2113 PG. 380
- M.B. 81 PG. 103



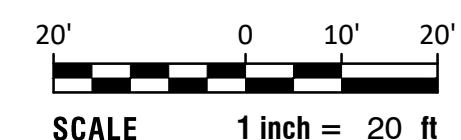
CERTIFICATION

NORTH CAROLINA PITT COUNTY

I, JAMES W. ATKINSON III, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM DEED DESCRIPTIONS RECORDED IN DEED BOOK REFERENCES AS NOTED AND DOES NOT REPRESENT A BOUNDARY SURVEY; THAT THE RATIO OF PRECISION IS 1:10,000; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND AND REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(1)(d) AS TO THE FOLLOWING; THAT THIS SURVEY IS OF ANOTHER CATEGORY; REZONING MAP; WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 31ST DAY OF JULY, 2023.

SIGNED: **James W. Atkinson III**
PROFESSIONAL LAND SURVEYOR

LICENSE NUMBER L-5359



PLAT NORTH
(M.B. 67 PG 142)

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

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

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

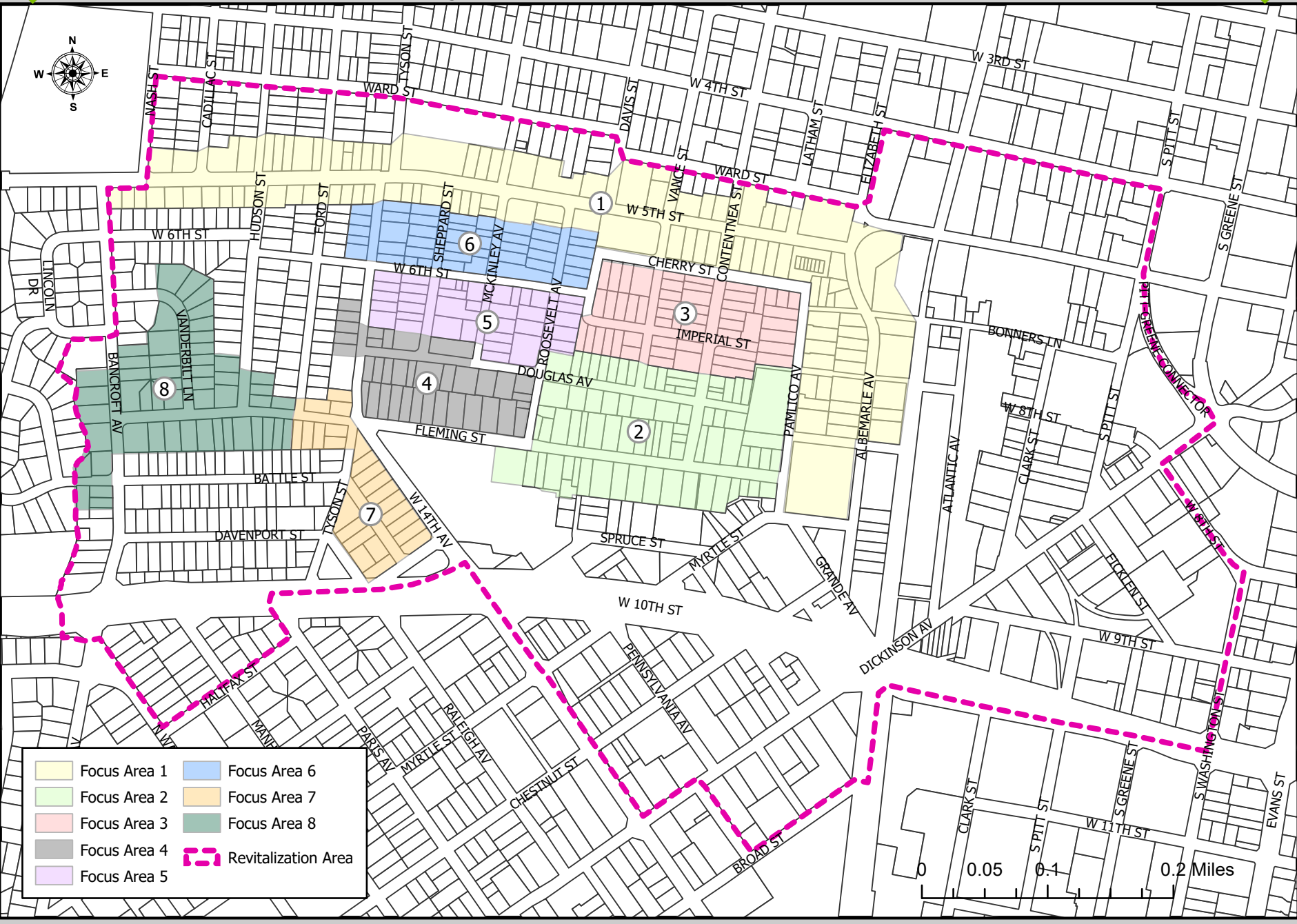
	g. Jewelry, watch, eyewear or other personal item repair
(10) Retail Trade	
	a. Miscellaneous retail sales; non-durable goods, not otherwise listed
	d. Pharmacy
	e. Convenience store (see also gasoline sales)
	f. Office and school supply, equipment sales
	g. Fish market; excluding processing or packing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

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

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

West Greenville Revitalization Area

Original: June 9, 2005 Revised: October 10, 2019



	Focus Area 1		Focus Area 6
	Focus Area 2		Focus Area 7
	Focus Area 3		Focus Area 8
	Focus Area 4		Revitalization Area
	Focus Area 5		



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: 10/19/2023

Title of Item:

Ordinance requested by Agrivest, LLC to rezone 5.158 acres located along the southern right-of-way of Old Fire Tower Road and 200+/- feet west of Hungate Drive from RA20 (Residential-Agricultural) to OR (Office Residential [High Density Multi-Family])

Explanation:

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on September 5, 2023.

On-site sign(s) posted on September 5, 2023.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on October 3, 2023.

Public hearing legal advertisement published on October 7, 2023 and October 14, 2023.

Comprehensive Plan:

The Future Land Use and Character Map recommends office/institutional (OI) at the southwestern corner of the intersection of Old Fire Tower Road and County Home Road transitioning to residential, low to medium density (LMDR) towards the south.

Office/Institutional

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

connections to surrounding development.

Intent:

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

Primary uses:

Office

Institutional/civic

Thoroughfare/Traffic Report Summary (Engineering Department):

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 404 trips to and from the site on County Home Road, which is a net increase of 310 additional trips.

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

History/Background:

In 1989, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) as part of a large-scale ETJ extension and was zoned to its current zoning.

Existing Land Uses:

Woodland

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 drains to the Fork Swamp Watershed (Neuse River Basin). If stormwater rules apply, it would require 25-year detention and nitrogen reduction.

The property is not located in the Special Flood Hazard Area. No jurisdiction wetlands, streams and riparian buffers exist on the property.

Surrounding Land Uses and Zoning:

North: RA20 – One (1) mobile-home residence

South: R6 – Rosemont Apartments

East: IU – Hungate's Commercial Park

West: RA20 – Two (2) single-family residences

Density Estimates:

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

Under the proposed zoning, the site could accommodate 60 multi-family units.

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

Additional Staff Comments:

The subject property is located in an area of RA20-zoned properties that are roughly bounded by properties that allow for high density multi-family development. While this general area is recommended for office/institutional use on the Future Land Use and Character Map, the demand and/or need for office uses is generally low. The requested zoning allows for office and/or multi-family development. In this instance, the requested zoning is in general compliance with the Future Land Use and Character Map.

Fiscal Note:

No cost to the City.

Recommendation:

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

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

The Planning and Zoning Commission voted unanimously to approve the request at its September 19, 2023 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 Agrivest, LLC Rezoning.pdf**
- Text Excerpt Agrivest, LLC**
- Agrivest, LLC APO Map.pdf**
- Agrivest, LLC rezoning survey.pdf**
- Agrivest LLC Traffic Report.pdf**
- ListofUsesRA20toOR.pdf**
- Density and Veg Charts.pdf**

ORDINANCE NO. 23-
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 19th day of October, 2023, 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 OR (Office Residential [High Density Multi-Family]).

TO WIT: Agrivest, LLC

LOCATION: Located along the southern right-of-way of Old Fire Tower Road and 200+/- feet west of Hungate Drive

DESCRIPTION: Beginning at a point on the southern right-of-way of NCSR 2235 (Old Fire Tower Road). Said point being located S 81°03'45" W 190.00' as measured along the southern right-of-way of NCSR 2235 (Old Fire Tower Road) from a point where the southern right-of-way of NCSR 2235 (Old Fire Tower Road) intersects the western right-of-way of Hungate Drive. From the above described beginning, so located, running thence as follows:

Leaving the southern right-of-way of NCSR 2235 (Old Fire Tower Road) S 10°55'54" E 158.00', thence S 11°54'23" E 206.00', thence S 19°10'35" E 555.00' to the northern right-of-way of Rosemont Drive, thence with and beyond the southern right-of-way of Rosemont Drive S 66°30'58" W 260.29', thence, N 15°19'54" W 981.27' to the southern right-of-way of NCSR 2235 (Old Fire Tower Road), thence with the southern right-of-way of NCSR 2235 (Old Fire Tower Road) N 81°03'45" E 246.40' to the point of beginning containing 5.158 acres.

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

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

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

ADOPTED this 19th day of October, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1186409

Excerpt from the draft Planning & Zoning Commission Minutes (09/19/2023)

REQUEST BY AGRIVEST, LLC TO REZONE 5.158 ACRES LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF OLD FIRE TOWER ROAD AND 200+/- FEET WEST OF HUNGATE DRIVE FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO OR (OFFICE RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]).

Chantae Gooby, Chief Planner, presented for staff. The property is located in the Fork Swamp Watershed, if stormwater rules apply, 25-year detention, nitrogen and phosphorus reduction will be required. The property is not Special Flood Hazard Area. No jurisdictional wetlands, streams or riparian buffers exist on the property. This request could generate a net decrease of 266 trips per day. There are several parcels that are zoned RA20, Residential–Agricultural, but are somewhat surrounded by OR, Office-Residential zoning. OR zoning allows for multi-family and office. These RA20 lots are more than likely going to eventually be rezoned to OR. Under the current zoning, the site could accommodate 10 single-family homes. Under the proposed zoning, the site could accommodate 60 multi-family units. The anticipated build-out is within 2 to 3 years. Since COVID, the demand for office zoning has dropped significantly. The most likely future zoning will be OR zoning. While the Future Land Use Plan recommends Office zoning, the surrounding zoning in this area is OR. This district does allow for office development, and multi-family. In staff’s opinion, in this instance, the rezoning is in compliance and meets the intent to provide a buffer between the commercial along Fire Tower Road and Windsor Subdivision. The request is in compliance with the Horizons 2026: Greenville’s Community Plan and the Future Land Use Plan. Staff recommends approval. Staff recommends approval.

Chair Faison opened the public hearing.

Mike Baldwin, Baldwin Design Consultants, spoke in favor of application. The comprehensive plan does show an office type use but I don’t think it will ever come to fruition.

No one spoke in opposition.

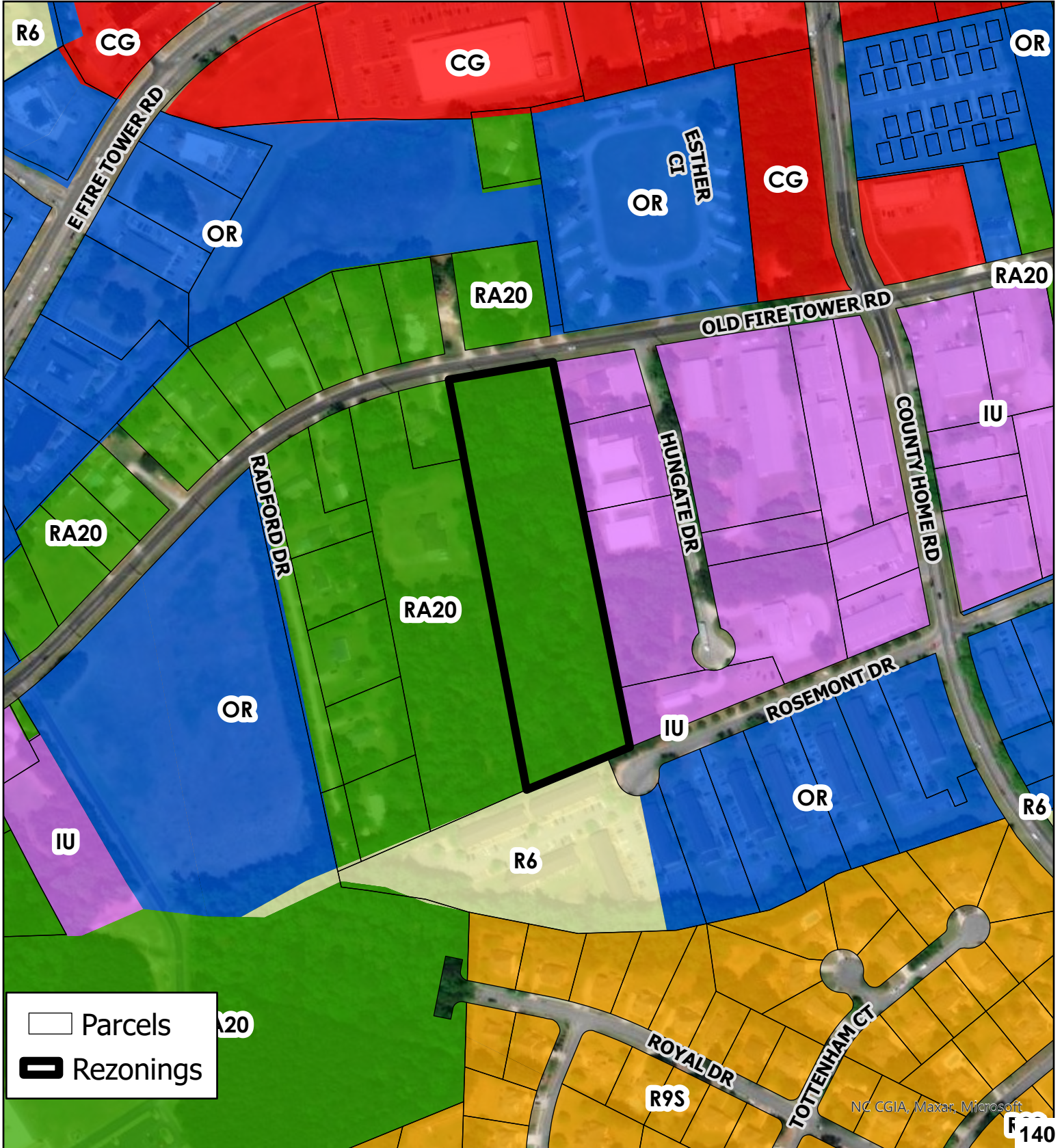
Chair Faison closed the public hearing and opened board discussion.

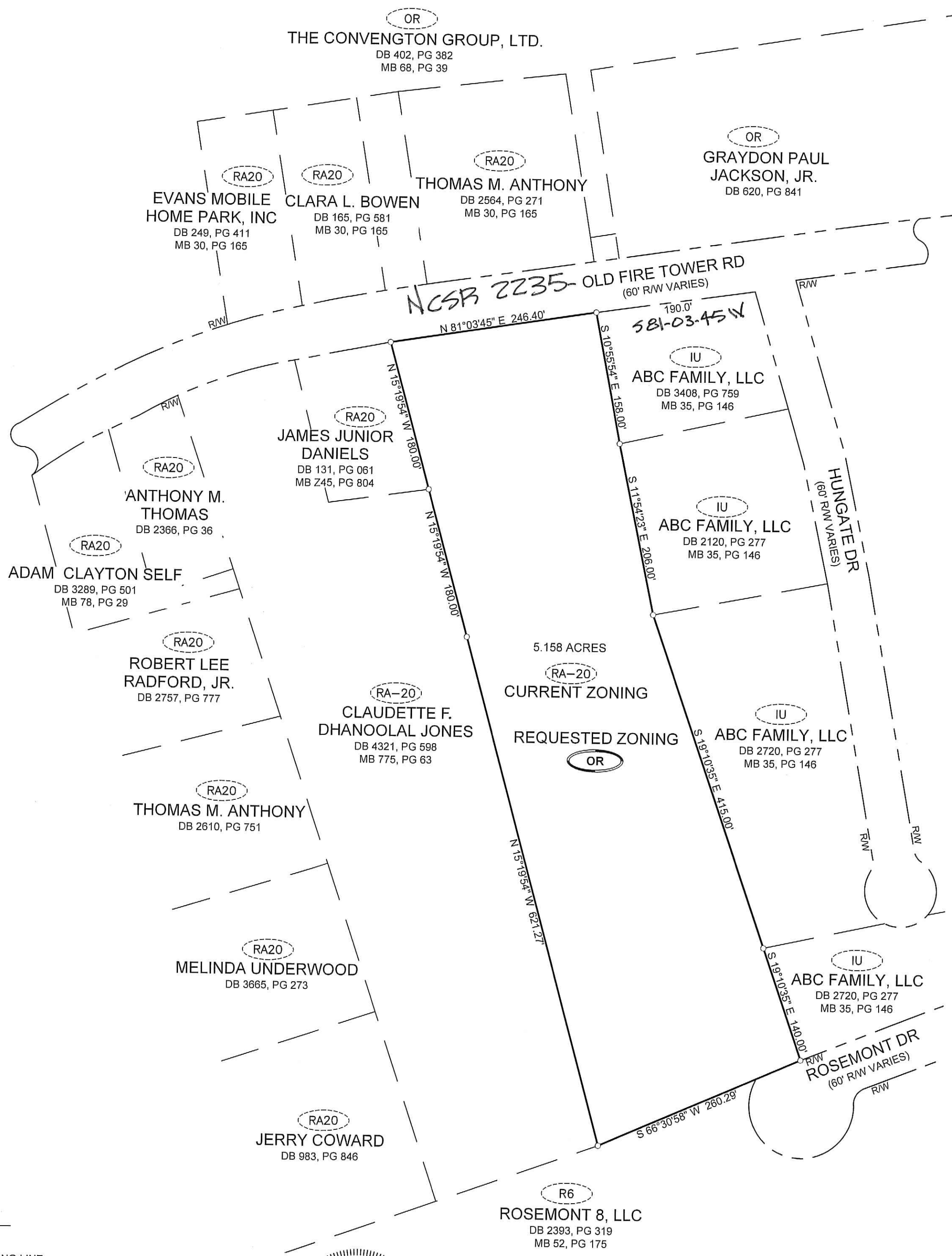
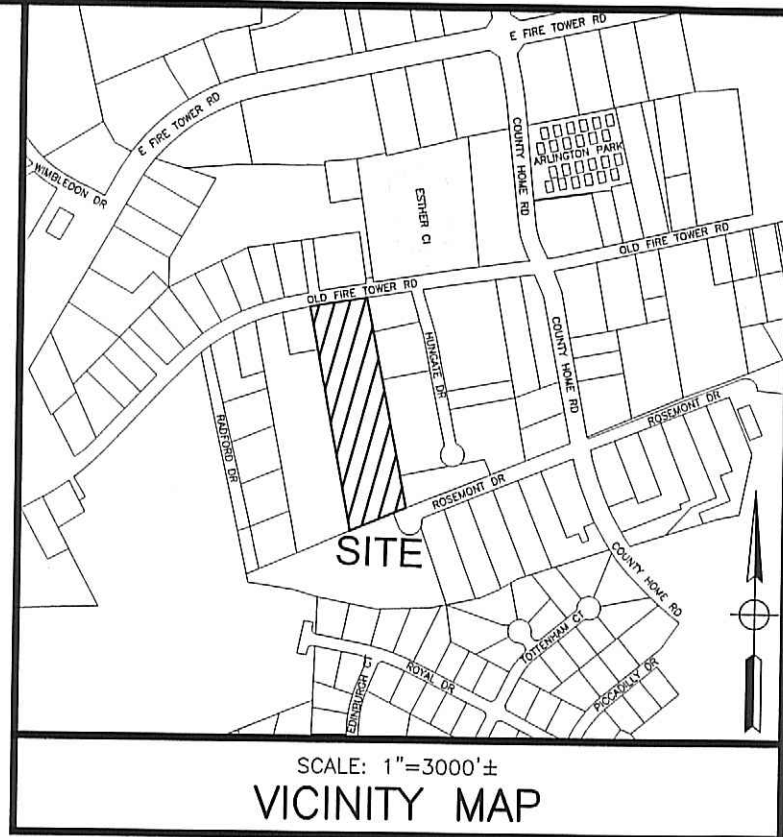
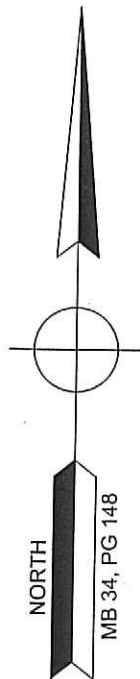
Motion made by Mr. Woodmansee, seconded by Parker, to recommend approval of the proposed amendment, to advise that it is consistent with the comprehensive plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.

Agrivest, LLC
From: RA20
To: OR
Acres: 5.158
September 5, 2023

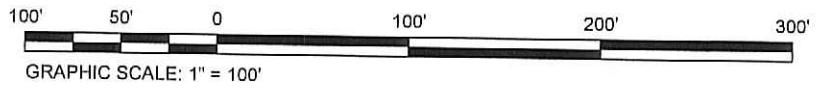
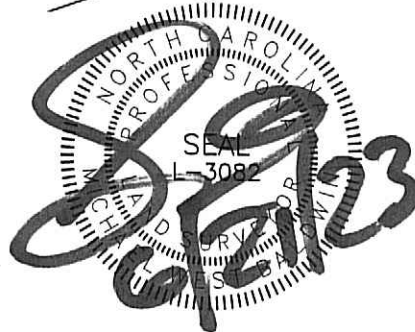


0 0.02 0.04 0.07 Miles






LEGEND
 R/W = RIGHT-OF-WAY
 B/B = BACK TO BACK
 MBL = MINIMUM BUILDING LINE
 EIP = EXISTING IRON PIPE
 PROP = PROPOSED
 CONC = CONCRETE
 EX = EXISTING
 TYP = TYPICAL



SHEET 1 OF 1
 REZONING MAP
 TAX PARCEL #9879

AGRIVEST, LLC	
REFERENCE: DEED BOOK 4410, PAGE 448 OF THE PITT COUNTY REGISTER OF DEEDS WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.	
OWNER:	AGRIVEST, LLC
ADDRESS:	PO BOX 123 GREENVILLE, NC 27835
PHONE:	(252) 756-3500
	DESIGNED: MWB DRAWN: MTR CHECKED: MWB
	APPROVED: MWB DATE: 06/21/2023 SCALE: 1" = 100'

CLOSURE CHECK BOUNDARY	
CHECKED: MTR	DATE: 06/21/2023

Y:\DRAWINGS\23-010 AGRIVEST LLC\SHEETS\23-010 AGRIVEST LLC.dwg Tue, Aug 15, 2023 8:43am MRIVERA

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 23-07

Applicant: Agrivest, LLC

Property Information

Current Zoning: RA20 (Residential-Agricultural)

Proposed Zoning: OR (Office Residential)

Current Acreage: 5.158 acres

Location: Old Fire Tower Rd, west of County Home Rd

Points of Access: County Home Rd via Old Fire Tower Rd

Location Map



Transportation Background Information

1.) County Home Rd- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	2-lane - paved shoulder	no change
Right of way width (ft)	80	no change
Speed Limit (mph)	45	
Current ADT:	15,600 (*)	
Design ADT:	13,300 vehicles/day (**)	
Controlled Access	no	
Thoroughfare Plan Status	Minor Thoroughfare	
Other Information: There are no sidewalks along County Home Rd that service this property.		

Notes: (*) 2021 NCDOT count adjusted for a 2% annual growth rate
 (**) Traffic volume based an operating Level of Service D for existing geometric conditions
 ADT – Average Daily Traffic volume

Transportation Improvement Program Status:

Trips generated by proposed use/change

Current Zoning: 94 -vehicle trips/day (*) **Proposed Zoning: 404** -vehicle trips/day (*)

Estimated Net Change: increase of 310 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 County Home Rd are as follows:

1.) County Home Rd , North of Site (70%): “No build” ADT of 15,600

Estimated ADT with Proposed Zoning (full build) – 15,883
 Estimated ADT with Current Zoning (full build) – 15,666
Net ADT change = 217 (1% increase)

2.) County Home Rd , South of Site (30%): “No build” ADT of 15,600

Estimated ADT with Proposed Zoning (full build) – 15,721

Estimated ADT with Current Zoning (full build) – 15,628**Net ADT change =** 93 (<1% increase)**Staff Findings/Recommendations**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 404 trips to and from the site on County Home Rd, which is a net increase of 310 additional trips per day (over current zoning).

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

EXISTING USES	
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
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
(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		
OR (OFFICE-RESIDENTIAL) - PERMITTED USES		
(1) General		
	a.	Accessory use or building
	b.	Internal service facilities
	c.	On-premise signs per Article N
	f.	Retail sales; incidental
(2) Residential		
	b.	Two-family attached dwelling (duplex)
	c.	Multi-family development per Article I
	k.	Family care homes (see also 9-4-103)
	n.	Retirement center or home
	o.	Nursing, convalescent or maternity home; major care facility
	p.	Boarding or rooming house
	q.	Room renting
(3) Home Occupations - None		
(4) Governmental		
	b.	City of Greenville municipal government building or use (see also section 9-4-103)
	c.	County or state government building or use not otherwise listed; excluding outside storage and major or minor repair

d.	Federal government building or use
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
g.	Private noncommercial recreation; indoor only, not otherwise listed
(7) Office/Financial/Medical	
a.	Office; professional and business, not otherwise listed
b.	Operation/processing center
c.	Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
d.	Bank, savings and loans or other savings or investment institutions
e.	Medical, dental, ophthalmology or similar clinic, not otherwise listed
(8) Services	
c.	Funeral home
e.	Barber or beauty salon
f.	Manicure, pedicure or facial salon
g.	School; junior and senior high (see also section 9-4-103)
h.	School; elementary (see also section 9-4-103)
i.	School; nursery and kindergarten (see also section 9-4-103)
j.	College and other institutions of higher learning
k.	Business or trade school
n.	Auditorium
o.	Church or place of worship (see also section 9-4-103)
p.	Library
q.	Museum
r.	Art gallery
u.	Art studio including art and supply sales
v.	Photography studio including photo and supply sales
w.	Digital broadcast studio (see also section 9-4-103)
x.	Dance studio
y(2)	TV and/or radio broadcast facilities, including receiving and transmission equipment and towers not exceeding 120 feet in height or cellular telephone and wireless communication towers not exceeding 120 feet in height (see also section 9-4-103)
y(4) Distributed Antenna System (See also 9-4-103 (Q))	
bb.	Civic organizations
cc.	Trade or business organizations
jj.	Health services not otherwise listed including not limited to speech, physical and occupational therapy
ss.	Tattooing
tt.	Microblading
(9) Repair - None	
(10) Retail Trade	
s.	Book or card store, news stand
w.	Florist
ee.	Christmas tree sales lot; temporary only (see also section 9-4-103)

(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
a.	Licensed contractor; general electrical, plumbing, mechanical, etc... excluding outside storage
c.	Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
OR (OFFICE-RESIDENTIAL) - SPECIAL USES	
(1) General - None	
(2) Residential	
d.	Land use intensity multi-family (LUI) development rating 50 per Article K
e.	Land use intensity multi-family (LUI) development rating 67 per Article K
i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
m.	Shelter for homeless or abused (see also section 9-4-103)
o(1).	Nursing, convalescent or maternity home; minor care facility
r.	Fraternity or sorority house
(3) Home Occupations - None	
(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment	
c(1).	Tennis club; indoor and outdoor facilities
h.	Commercial recreation; indoor only, not otherwise listed
(7) Office/Financial/Medical	
f.	Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
l.	Convention center; private
s.	Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
ff.	Mental health, emotional or physical rehabilitation day program facility
ff(1).	Mental health, emotional or physical rehabilitation day program facility
(9) Repair- None	
(10) Retail Trade - None	
h.	Restaurant; conventional
j.	Restaurant and/or dining and entertainment establishment; regulated outdoor activities
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation	
h.	Parking lot or structure; principal use
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories)	

a.	Other activities; personal services not otherwise listed
b.	Other activities; professional services 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: 10/19/2023

Title of Item:

Ordinance requested by Rennsport Motorwerks, LLC to amend Title 9, Chapter 4, Section 86 (G) Fraternity or sorority by adding the following language: (5) In addition to the above requirements, in the specific area where properties have frontage along East Fifth Street between Maple Street and Brownlea Drive, the structure shall have no less than 3,500 square feet of mechanically-conditioned space and not be located within a 500-foot radius of a place of worship as measured from property line to property line.

Explanation:

This is a request to allow a "Fraternity or Sorority" with a special use permit in the specific area where properties have frontage along East Fifth Street between Maple Street and Brownlea Drive, the structure shall have no less than 3,500 square feet of mechanically-conditioned space and not be located within a 500-foot radius of a place of worship as measured from property line to property line.

Currently, this use is allowed as a special use in the following zoning districts: R6 (Residential [High Density Multi-family]), R6A (Residential [Medium Density Multi-family]), OR (Office-Residential [High Density Multi-family]), and CDF (Downtown Commercial Fringe). These districts allow a variety of uses and are not predominantly single-family zoning districts.

Below are the existing standards and the text in red indicates the proposed changes.

Section 9-4-22 Definition:

Fraternity or sorority house. A dwelling and associated grounds occupied by and maintained for college or university students who are affiliated with a social, honorary or professional organization recognized by a college or university or within which the functions of such an organization are conducted.

Section 9-4-86 Listed Uses; Specific Criteria

(G) Fraternity or sorority.

- (1) The minimum lot size shall be 20,000 square feet.
- (2) The gross floor area of the structure or structures shall be no less than 250 square feet per resident.
- (3) The total amount of land devoted to structures and parking shall not

exceed 70% of the total lot area.

(4) No part of any principal structure or accessory shall be located within 15 feet of any property line or street right-of-way for new construction and conversions.

(5) In addition to the above requirements, in the specific area where properties have frontage along East Fifth Street between Maple Street and Brownlea Drive, the structure shall have no less than 3,500 square feet of mechanically-conditioned space and not be located within a 500-foot radius of a place of worship as measured from property line to property line.

The table below is a representation of some of the uses that are allowed in the zoning districts relative to this request.

USE	Single-family	Duplex	Multi-family	Frat/Sorority
R6	P	P	P	S
R6A	P	P	P	S
OR		P	P	S
CDF	P	P	P	S

P: Permitted

S: Special Use

If blank, the use is not allowed at all.

Comprehensive Plan:

Horizons 2026: Greenville's Community Plan was adopted in 2016. As part of the plan, there were several neighborhood small area plans that were recognized and incorporated in the plan. Specifically, there were neighborhood plans for Tar River/University area, College Court/Coghill, and Oak Grove Subdivisions.

In February 2004, City Council established the Task Force on Preservation of Neighborhoods and Housing. Later that year, the task force delivered its findings, recommendations and strategies to Council. One of the strategies was to "Identify neighborhoods that are predominantly single-family in character, but are zoned in a manner that would permit intrusion of duplex or multi-family uses. Rezone such neighborhoods to prohibit further intrusion".

In 2005 and 2006, the City initiated several rezonings of predominantly single-family in character, but were zoned in a manner that would permit intrusion of duplex or multi-family. Some of these neighborhoods were Tar River/University area, College Court/Coghill, Oakdale and Red Oak. The purpose of these rezonings was to maintain the single-family character of these neighborhoods. These neighborhoods, or portions, were specifically zoned to R9S.

Additional Staff Comments:

At the time of this report, with the exception of parcel 24835 (Wilkerson Funeral

Home and Crematory), the remaining properties are zoned R9S (single-family). Parcel 24835 is zoned OR (Office-Multi-family). While there are some uses in the eligible area that are not single-family dwellings, the intent of the single-family rezonings in 2005 and 2006 was to prohibit further multi-family type development and preserve the single-family character.

Recommendation: In staff's opinion, the proposed amendment is not in compliance with the Horizons 2026: Greenville's Community Plan, Chapter 5 Creating Complete Neighborhoods,

Action 5.5 Develop Neighborhood Reinvestment Strategy. Establish strategies that build off of the Task Force on Neighborhoods and Housing report in order to strengthen neighborhoods, maintain high quality housing and enhance existing neighborhoods. Strategies may also address relations between private sector providers of off-campus housing, ECU housing services, and surrounding neighborhoods.

Therefore, staff recommends denial.

The Planning and Zoning Commission voted unanimously to deny the request at its September 19, 2023 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 5 Creating Complete Neighborhoods, *Action 5.5 Develop Neighborhood Reinvestment Strategy. Establish strategies that build off of the Task Force on Neighborhoods and Housing report in order to strengthen neighborhoods, maintain high quality housing and enhance existing neighborhoods. Strategies may also address relations between private sector providers of off-campus housing, ECU housing services, and surrounding neighborhoods.*"

ATTACHMENTS

- [Ordinance for fraternity and sorority.pdf](#)
- [Excerpt_Item9_P&ZMeeting_09192023_Rennsport.pdf](#)

- Email sent to P&Z.pdf**
- Eligible Area.pdf**

ORDINANCE NO. 23-
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 19th day of October, 2023, 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 although the adoption of the ordinance involving the text amendment is inconsistent with Horizons 2026: Greenville's Community Plan, and other officially adopted plans, in this instance, the adoption of the ordinance involving the text amendment is reasonable due to allowing a fraternity or sorority to be located in the area described in Section 1 with the issuance of a special use permit is appropriate and reasonable due to its proximity to East Carolina University and the described area consists of a relatively small section (0.5+/- mile) along East 5th Street.

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

Section 1. That Title 9, Chapter 4, Section 86(G) is hereby amended by adding the following:

(5) In addition to the above requirements, in the specific area where properties have frontage along East Fifth Street between Maple Street and Brownlea Drive, the structure shall have no less than 3,500 square feet of mechanically-conditioned space and not be located within a 500-foot radius of a place of worship as measured from property line to property line.

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

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

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

ADOPTED this 19th day of October, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

Doc. # 1186692

Excerpt from the draft Planning & Zoning Commission Minutes (09/19/2023)

REQUEST BY RENNSPORT MOTORWERKS, LLC TO AMEND TITLE 9, CHAPTER 4, SECTION 86 (G) FRATERNITY OR SORORITY BY ADDING THE FOLLOWING LANGUAGE: (5) IN ADDITION TO THE ABOVE REQUIREMENTS, IN THE SPECIFIC AREA WHERE PROPERTIES HAVE FRONTAGE ALONG EAST FIFTH STREET BETWEEN MAPLE STREET AND BROWNLEA DRIVE, THE STRUCTURE SHALL HAVE NO LESS THAN 3,500 SQUARE FEET OF MECHANICALLY-CONDITIONED SPACE AND NOT BE LOCATED WITHIN A 500-FOOT RADIUS OF A PLACE OF WORSHIP AS MEASURED FROM PROPERTY LINE TO PROPERTY LINE.

Chantae Gooby, Chief Planner, presented for staff. The city considers fraternities and sororities as the same use: Greek housing. The amendment is to add an area where Greek housing could locate. This is the definition and it also requires a special use permit: *Fraternity or sorority house. A dwelling and associated grounds occupied by and maintained for college or university students who are affiliated with a social, honorary or professional organization recognized by a college or university or within which the functions of such an organization are conducted.* These are the current standards: minimum lot size is 20,000 square feet or roughly 0.5 acre; at least 250 square feet per person. No more than 70% of the lot can be used for the house and parking, 15 foot setback on the sides and rear. Each resident must have a parking space. The amendment is adding the section of East 5th Street between Maple Street and Brownlea Drive. The current standards will still apply. For properties on East 5th Street, the structure must have at least 3,500 square feet and can't be located within 500 feet of a place of worship. In 2005, the City established the Task Force on Preservation of Neighborhoods and Housing. The purpose was to explore the link between rental houses and neighborhood livability. One of the specific strategies from this Task Force was number 6: "Identify neighborhoods that are predominantly single-family in character, but are zoned in a manner that would permit intrusion of duplex or multi-family uses. Rezone such neighborhoods to prohibit further intrusion". In 2005 and 2006, the City rezoned several neighborhoods that had zoning that allowed for duplexes and multi-family and were rezoned to single-family only districts. The Tar River neighborhood is one of those areas. In the table of uses each use is assigned a Land Use Classification number, which is a measure of the intensity of each use such as, traffic, noise, and expected number of people. The scale runs from 1-5 with 5 being the most intensive. Single-family homes are considered a 1, multi-family and Greek houses are considered a 2, which means multi-family homes and Greek houses are considered more intensive. In staff's opinion, this amendment is not in compliance with the strategies in the Task Force on Preservation of Neighborhoods and Housing Report and the Horizons 2026: Greenville's Community Plan, specifically Action 5.5: *Action 5.5 Develop Neighborhood Reinvestment Strategy. Establish strategies that build of the Task Force on Neighborhoods and Housing report in order to strengthen neighborhoods, maintain high quality housing and enhance existing neighborhoods. Strategies may also address relations between private sector providers of campus housing, ECU housing services, and surrounding neighborhoods.* Staff recommends denial.

Chair Faison opened the public hearing.

Attorney Jeremy King, Rennsport Motorwerks, LLC, spoke in favor of request. This is a text amendment. We are asking that this be an allowable use with a special use permit. We're not talking about a departing from the great character of this neighborhood. There really are only four eligible parcels in this one, and they're also located specifically where the Greek houses already are. We're just asking that we be allowed in this area, according to all those other rules, plus we're adding some additional rules - which is 500 feet from a church and also the 3,500 square foot minimum size. We're not asking for anything revolutionary here, it's just that this being allowed use under the special use permit in this district.

Chair Faison stated so it seems like you are asking for a text amendment and it's going to also add restrictions to what already exists.

Attorney King stated you are correct. It is more restricted for this district to alleviate any possible concerns.

Mr. Brock asked what is the closest Greek housing to this area?

Attorney King stated it's about a block away, at 5th and Elm Street.

Mr. Peyton asked are you able to comment on your specific plans?

Attorney King stated I actually don't know the answer. I know that there has been a national sorority that reached out but I do not know the specifics.

Maury York, resident, spoke in opposition of the request. I live at 2001 East 5th Street. I'm the President of the Tar River University Neighborhood Association. I'm speaking against this proposal on behalf of members of the board. My wife and I are longtime residents. We object to this proposal since we live in the section of East 5th Street relevant to this text amendment. The portion of 5th Street affected by this proposal is part of a single-family neighborhood and a majority of the residents on that portion of 5th Street are owner-occupied. Neighborhood preservation and enhancement of areas is a focus in the [Horizons 2026: Greenville's Community Plan](#). Tonight's proposal, if approved, would radically change the residential character of East 5th Street and thus be inconsistent with the Horizons plan. Many of our neighbors made a conscious decision to purchase a home in this diverse single-family neighborhood where they could live in community with East Carolina University and its students. Our neighborhood and other older neighborhoods were designed for single-family homes, not for large numbers of multi-family structures, which often lead to serious problems for neighbors, including noise, dangerous increases in traffic. There could be parking of multiple cars on properties that were designed for only one or two vehicles. They also place a costly strain on aging infrastructure. Our neighborhood has many owner occupants who have lived here for decades. They deserve to live in a peaceful and safe environment just like everyone else in Greenville. The proposed zoning change would indeed be a detriment to the neighbors who call East 5th Street home because it would potentially allow for the location of more than a few Greek houses, with many residents along a small section of East 5th Street. The increase in noise from events would disturb the peace of residence and the increase in traffic in the area would adversely affect the safety of motorists and pedestrians on a major thoroughfare. Finally, and this is important, the proposal would be potentially dangerous to students who might come to live in these large houses. Fire is a real concern in such situations. The houses in the neighborhood are very close to one another, and a fire in one house could easily spread to others. It would be much better for the City and East Carolina University to cooperate plan fully. In an effort to locate Greek houses in an area of the city that is not a single family neighborhood. For these reasons, it would be wrong for the City to officially sanction new Greek houses on East 5th Street simply to accede to the wishes of a developer and potential landlord. I'm asking you not only to oppose this proposal, but also to make a concerted effort, along with the City Council, to do all you can to protect our neighborhood and others in this city. I would like to ask all of those in attendance who are opposed to this proposal to please stand. *Approximately 25 people stood.*

Will Corbett, resident, spoke in opposition of the request. For over 45 years, my wife and I have lived on the corner of 5th and Elm Street, right in the middle of this stretch of 5th Street. The petitioner doesn't even live in our neighborhood. We raised our family here. It is a pedestrian-friendly neighborhood. To rezone a six-block stretch in the middle of our neighborhood to accommodate a Greek houses, how would you like it if the new property owner who doesn't even live in your neighborhood, came into your neighborhood and petition to have six blocks rezoned? In conclusion, a fraternity located in the middle of our neighborhood could cause disruption to the peace and quiet we enjoy every night. In addition, most likely it would decrease the value of our homes, a situation that none of us would want. Please consider this request as you would if a person that doesn't live in your neighborhood came in and petitioned to have a six block section of your neighborhood rezoned.

Elizabeth Craig, resident, spoke in opposition of the request. I live at 1908 East 6th Street, which is just one street over from this proposed area. I have lived in this neighborhood for over 30 years and love the quiet and the peace and the sense of community. This is a really bad idea and it's not in the interest of the community and the citizens of Greenville. We want a town where people want to have, safe and clean neighborhoods. There are several problems. Several years ago, a house one door down from me became an unapproved fraternity and they had big parties. They would put their Greek letters in the yard, so they made it clear that they were a fraternity. There were huge parties with students parking in their driveways or parking on the street blocking our driveways. There was consistently cars coming and going and there was yelling in the street late at night. The party goers treated our backyards as part of Party Central. They left behind beer cans and trash for us to pick up the next day. Police were called because they continued to play loud music long after 11:00 PM. I could say more but I will just stop there.

Jennifer McKinnon, resident, spoke in opposition of the request. I live at the corner of Elm and 5th Street. I have live there with my husband and my 10 year old son for 10 years now. I'm opposed to the text amendment. First, because I think it underlines the balance between homeowners and renters and the activity that goes on in the neighborhood, which attracted me to the neighborhood in the first place. I do like some of that movement and excitement but it interferes with the expectations of the neighborhood for me as a homeowner. Its not just the house itself, but it's the environment around the house that actually creates an additional problem. To me, it seems like it's a favoritism towards, you know, the landowner who has purchased this house. I'm not against capitalism. In fact, I'm for it. I want to maintain that. The crossing guards has been hit by traffic within that area. I also think it sets a precedent for others who want to make these text amendments for special use areas and zone areas.

Dennis Chestnut, resident, spoke in opposition of the request. I live at 1801 East 5th Street and I have lived here since 1983. I purchased a house that had been in an estate for 10 years. I've spent thousands of dollars in trying to maintain that corner. This proposal is disingenuous. I was approached over 10 years ago to sell my property to a supposed sorority or fraternity. For all the problems that we've heard here that go along with fraternity and the traffic, I often cannot get out of my driveway. The cups, I don't care what the event is, whether it's just another day out of school or what. The lawns are covered with beer cans, cups and all. We are big town, trying to be a big city without a coherent identification. We keep switching and jumping and coming up with divisive kinds of measures. Parking and drinking are the two major issues that we have spent a lot of our time. Yet we want to come in and tear up our neighborhood that is coherent. I planned to move to Greensboro after my retirement but i decided I'm going to say right where i am and be happy and try to make it although I know that putting a fraternity or sorority down that stretch is not good for Greenville at all.

Ann Hamze, resident, spoke in opposition of the request. I have some idea of what it's like to live with an unofficial fraternity in my neighborhood. Groups of young men have big parties. Naked party goers on the roof looking into our yards, trash, and urination along the street. I just want to give credit to the city for continually looking back at the Horizon plan. I think it's a wonderful document.

Bill Raine, resident, spoke in opposition of the request. My wife and I live at 601 South Elm Street and have lived there for 37 years. It's been a wonderful neighborhood for the most part, but there are students that have lived around us that have been very problematic mostly guys living in a house together. We've had to call the police at 3AM for mostly noise issues, sometimes fire issues. There's a lot of garbage issues, parking on lawn issues, and this is the kind of thing we don't need to promote with additional proposals like this.

Andrew Morehead, resident, spoke in opposition of the request. I live at 409 South Harding Street. This neighborhood has been zoned single-family to help stabilize it. The neighborhood was damaged by the efforts to spot zone years ago and at that time we pointed out the issues such as reduced property values and increased crime. So any effort to increase density, in this neighborhood is only going to result in further degradation. Part

of that issue the sorority fraternity particularly is it's almost a permanent conversion because of the kind of interior work that's required to turn it into a Greek housing. It decreases the property value tax.

Chair Faison closed the public hearing and opened board discussion.

Motion made by Mr. Woodmansee, seconded by Mr. Collins, to recommend denial of the proposed amendment, to advise that it is inconsistent with the comprehensive plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.

Information presented to the Planning and
Zoning Commission at the 9/19/2023 meeting

Chantae Gooby

From: Les Everett
Sent: Monday, September 18, 2023 8:18 AM
To: Chantae Gooby
Subject: FW: [External] 9/16 Meeting item

(yi)

Les Everett
Assistant Director of Planning and Development Services
City of Greenville, NC
leverett@greenvillenc.gov
www.greenvillenc.gov
252-329-4513



* Please note that any and all correspondence to and from this email address is subject to North Carolina Public Records Law and may be disclosed to third parties.

From: Brewer, Kori <BREWERK@ecu.edu>
Sent: Sunday, September 17, 2023 1:18 PM
To: Thomas Barnett <TBarnett@greenvillenc.gov>; Les Everett <leverett@GREENVILLENC.GOV>
Subject: [External] 9/16 Meeting item

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

Mr. Barnett and Mr. Everett,

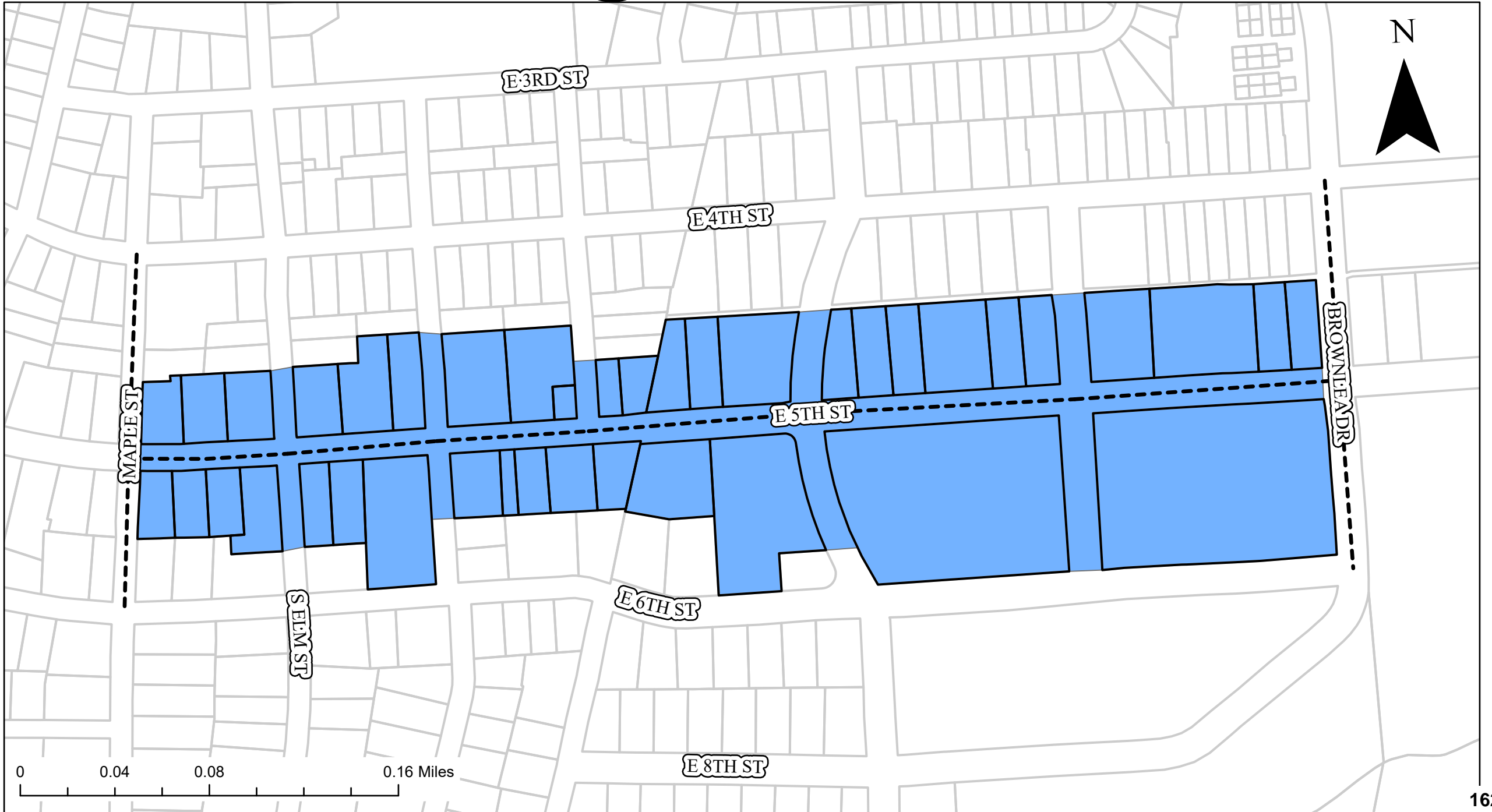
I am a long-term resident of the TRUNA neighborhood and want to express my opposition to the request to be discussed as item 9 at this week's upcoming planning meeting (details below). I feel that this request is simply an example of spot zoning which would only destabilize our residential neighborhood that has worked hard to encourage and maintain owner-occupied/single-family properties for many years. While TRUNA leadership will be at the meeting to express similar concerns, I am not able to attend but want to add my voice to those opposed to this request.

Thank you for your time and consideration of this input.

Respectfully,
Dr. Kori Brewer

“Request by Rennsport Motorwerks, LLC to amend Title 9, Chapter 4, Section 86 (G) Fraternity or sorority by adding the following language: (5) In addition to the above requirements, in the specific area where properties have frontage along East Fifth Street between Maple Street and Brownlea Drive, the structure shall have no less than 3,500

Eligible Area





City of Greenville, North Carolina

Meeting Date: 10/19/2023

Title of Item: Ordinance requested by Track West Partners to amend Title 9, Chapter 4, Appendix A: Table of Uses of the City Code to add use code (8) Services pp. Automobile Wash as a permitted use in the Medical-General Commercial (MCG) and the Medical-Heavy Commercial (MCH) zoning districts

Explanation: This is a request to allow an "Automobile Wash" as a permitted use in the MCG (Medical-General Commercial) and MCH (Medical-Heavy Commercial) zoning districts. This use is specifically for a stand-alone car wash. Currently, this use is allowed as permitted use in the following zoning districts: CDF (Downtown Commercial Fringe), CG (General Commercial) and CH (Heavy Commercial) zoning districts. These districts allow for a variety of commercial uses, convenience store, fast food restaurants, and retail.

The purpose of the MCG District is to provide for the sale of convenience goods, for provision of personal services, and for other frequent needs of the trade area within the medical district community in a planned shopping center environment. In addition, it is the purpose of this section to require that development sites of less than four acres be developed in conjunction with larger development sites in such a way that sites of less than four acres are served by internal traffic circulation in conjunction with the larger development site.

The purpose of the MCH District is to accommodate commercial developments that will best service the motoring public, as well as uses that will generate large traffic volumes in a development atmosphere that shall encourage compact, convenient shopping.

Both of these zoning districts are intended to provide commercial services in and around the Medical Area.

Fiscal Note: No cost to the City

Recommendation: In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with the Horizons 2026: Greenville's Community Plan, Chapter 4, Growing the Economic Hub, *Goal 4.3 A Stable & Resilient Economy. Policy 4.3.1 Modernize and Diversify Local Economy. Support the growth of a variety of employment opportunities and businesses that diversify Greenville's economy and provide workers with a range of skill sets and training. Encourage business*

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

Therefore, staff recommends approval.

The Planning and Zoning Commission voted unanimously to approve the request at its September 19, 2023 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 Track West.pdf](#)
- [Table of Uses](#)
- [Excerpt_Race Trac.pdf](#)

ORDINANCE NO. 23-____
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 19th day of October, 2023, 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 OF GREENVILLE, NORTH CAROLINA, DOES HEREBY ORDAIN:

Section 1. That Title 9, Chapter 4, Appendix A Table of Uses, of the City Code is hereby amended by allowing use code (8)(pp.) Automobile wash as a permitted use in the MCG (Medical-General Commercial) and the MCH (Medical-Heavy Commercial) zoning districts.

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

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

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

ADOPTED this 19th day of October, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

Doc. # 1186634

(8) Services.

	USE	LUC#	RA20	R15S	R3S	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	
pp.	Automobile wash	4													P		P						P	P		P					

Excerpt from the draft Planning & Zoning Commission Minutes (09/19/2023)

REQUEST BY RACETRAC PETROLEUM, INC. TO AMEND THE FUTURE LAND USE AND CHARACTER MAP FOR 3.405 ACRES FROM OFFICE/INSTITUTIONAL (OI) TO COMMERCIAL (C) FOR THE PROPERTY LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION OF NORTH MEMORIAL BOULEVARD AND INDEPENDENCE BOULEVARD.

Chantae Gooby, Chief Planner, presented for staff. Staff relies on the Future Land Use Plan for determining if a rezoning is appropriate. This request could generate a net increase of 2,570 trips per day. About 60% of the trips would be to the north or left, and 40% to the south to the right. Due to the number of trips, a traffic impact analysis will be required. This intersection is not signalized. Currently the property is zoned RA20, Residential–Agricultural. The Future Land Use and Character Map recommends office along this section of Memorial Drive. The demand for office zoning is very low. The request is to change the plan from office to commercial. Under commercial the property could yield a convenience store. When the Horizons was last updated in 2016, a committee was established. There were the 8 guiding principles the committee used with looking at Future Land Use Plan. In staff’s opinion, the request for commercial in this area is in keeping with #8. “Sustainable development practices”. Staff recommends approval.

Chair Faison opened the public hearing.

Tommy Pease, Project Manager of RaceTrac Petroleum, spoke in favor of the application. We feel as if the proposed amendment still meets the intent of the comprehensive planning committee’s Future Land Use Plan. Given the density of North Memorial Drive and the proximity to Martin Luther King Highway, we feel this is an appropriate use. We have an open dialogue with NCDOT.

No one spoke in opposition.

Chair Faison closed the public hearing and opened board discussion.

Motion made by Mr. Peyton, seconded by Parker, to recommend approval of the amendment. Motion passed unanimously.



City of Greenville, North Carolina

Meeting Date: 10/19/2023

Title of Item: Ordinance requested by RaceTrac Petroleum, Inc. to amend the Future Land Use and Character Map for 3.405 acres from Office/Institutional (OI) to Commercial (C) for the property located at the southwestern corner of the intersection of North Memorial Boulevard and Independence Boulevard

Explanation: **Comprehensive Plan:**

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 and Character Map recommends Office/Institutional (OI) on the western right-of-way of North Memorial Drive between Briley Road and Martin Luther King, Jr. Highway transitioning to Industrial/Logistics (IL) in the interior. Further, PCOS is shown along Parker's Creek and a manmade pond (most likely a "borrow pit" for a road construction project) where sand was mined.

Current Land Use Category:

Office/Institutional

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

Intent:

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

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

Primary uses:

Office

Institutional/civic

Proposed Land Use Category:

Commercial

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

Intent:

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

Primary uses:

Commercial (small and large format)

Office

Secondary uses:

Institutional/civic

Current Conditions:

Currently, the property is vacant and is zoned Residential-Agricultural (RA-20).

Thoroughfare/Traffic Report Summary (Engineering Department):

Based on possible uses permitted by the requested land use, the proposed land use classification could generate 2,651 trips to and from the site on Memorial Drive, which is a net increase of 2,570 additional trips per day.

During the review process, measures to mitigate the traffic will be determined. A Traffic Impact Analysis (TIA) will be required.

Surrounding Land Uses and Zoning:

North: R6MH – Colonial Village Duplexes

South: RA20 - Vacant (Under same ownership as subject properties)

East: RA20 - Thermo Fisher

West: RA20 – West Wood Mobile Home Community

Density:

Under the current category, the site could accommodate 7,500+/- square feet of office space.

Under the proposed category, the site could accommodate one convenience store with gasoline sales.

The anticipated build-out is within 1-2 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". The requested commercial character still meets the intent of the plan. Staff is of the opinion that this request promotes sustainable development practices and promotes the desired urban form. In staff's opinion, the proposed Future Land Use and Character Map amendment fulfills the principles that guided the Comprehensive Plan Committee (CPC) and promotes the desired urban form. Therefore, staff recommends approval.

ATTACHMENTS

- [Ordinance RaceTrac Petroluem Inc FLUPM.pdf](#)
- [Excerpt_Race Trac.pdf](#)
- [RaceTrac Petroleum, Inc APO Map.pdf](#)
- [RaceTrac Petroleum, Inc Traffic Report.pdf](#)

ORDINANCE NO. 23-
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 19th day of October, 2023, 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 office/institutional (OI) to commercial (C) for 3.405 acres located at the southwestern corner of the intersection of North Memorial Boulevard and Independence Boulevard.

GENERAL DESCRIPTION: ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND LYING AND BEING SITUATE IN PITT COUNTY, STATE OF NORTH CAROLINA CONTAINING 3.405 ACRES WITH THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN OLD CONCRETE MONUMENT (DISTURBED) LOCATED AT THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY OF INDEPENDENCE BOULEVARD AND THE WESTERN RIGHT OF WAY OF NORTH MEMORIAL DRIVE; THENCE RUNNING ALONG SAID RIGHT OF WAY OF NORTH MEMORIAL DRIVE S12°22'155"W 520.61' TO A POINT; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING S81°16'06"W 177.94' TO A POINT IN A DITCH; THENCE RUNNING ALONG SAID DITCH, AS THE LINE, THE FOLLOWING 12 CALLS: N08°05'41"W 91.50 TO A POINT; THENCE N04°42'13"E 15.52' TO A POINT; THENCE N29°04'16"E 11.25' TO A POINT; THENCE N01°46'37"E 9.57' TO A POINT; THENCE N02°32'37"W 25.88' TO A POINT; THENCE N12°54'12"W 71.83' TO A POINT; THENCE N18°32'08"W 50.54' TO A

POINT; THENCE N04°59'28"W 72.27' TO A POINT; THENCE N01°19'24"E 52.59' TO A POINT; THENCE N03°15'11"W 48.86' TO A POINT; THENCE N01°23'16"W 133.18' TO A POINT; THENCE N00°52'45"W 33.26' TO A POINT LOCATED ON THE SOUTHERN RIGHT OF WAY OF INDEPENDENCE BOULEVARD; THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY S77°48'48"E 310.59' TO THE POINT OF BEGINNING.

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 19th day of October, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

Excerpt from the draft Planning & Zoning Commission Minutes (09/19/2023)

REQUEST BY RACETRAC PETROLEUM, INC. TO AMEND THE FUTURE LAND USE AND CHARACTER MAP FOR 3.405 ACRES FROM OFFICE/INSTITUTIONAL (OI) TO COMMERCIAL (C) FOR THE PROPERTY LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION OF NORTH MEMORIAL BOULEVARD AND INDEPENDENCE BOULEVARD.

Chantae Gooby, Chief Planner, presented for staff. Staff relies on the Future Land Use Plan for determining if a rezoning is appropriate. This request could generate a net increase of 2,570 trips per day. About 60% of the trips would be to the north or left, and 40% to the south to the right. Due to the number of trips, a traffic impact analysis will be required. This intersection is not signalized. Currently the property is zoned RA20, Residential–Agricultural. The Future Land Use and Character Map recommends office along this section of Memorial Drive. The demand for office zoning is very low. The request is to change the plan from office to commercial. Under commercial the property could yield a convenience store. When the Horizons was last updated in 2016, a committee was established. There were the 8 guiding principles the committee used with looking at Future Land Use Plan. In staff’s opinion, the request for commercial in this area is in keeping with #8. “Sustainable development practices”. Staff recommends approval.

Chair Faison opened the public hearing.

Tommy Pease, Project Manager of RaceTrac Petroleum, spoke in favor of the application. We feel as if the proposed amendment still meets the intent of the comprehensive planning committee’s Future Land Use Plan. Given the density of North Memorial Drive and the proximity to Martin Luther King Highway, we feel this is an appropriate use. We have an open dialogue with NCDOT.

No one spoke in opposition.

Chair Faison closed the public hearing and opened board discussion.

Motion made by Mr. Peyton, seconded by Parker, to recommend approval of the amendment. Motion passed unanimously.

RaceTrac Petroleum, Inc.

From: OI

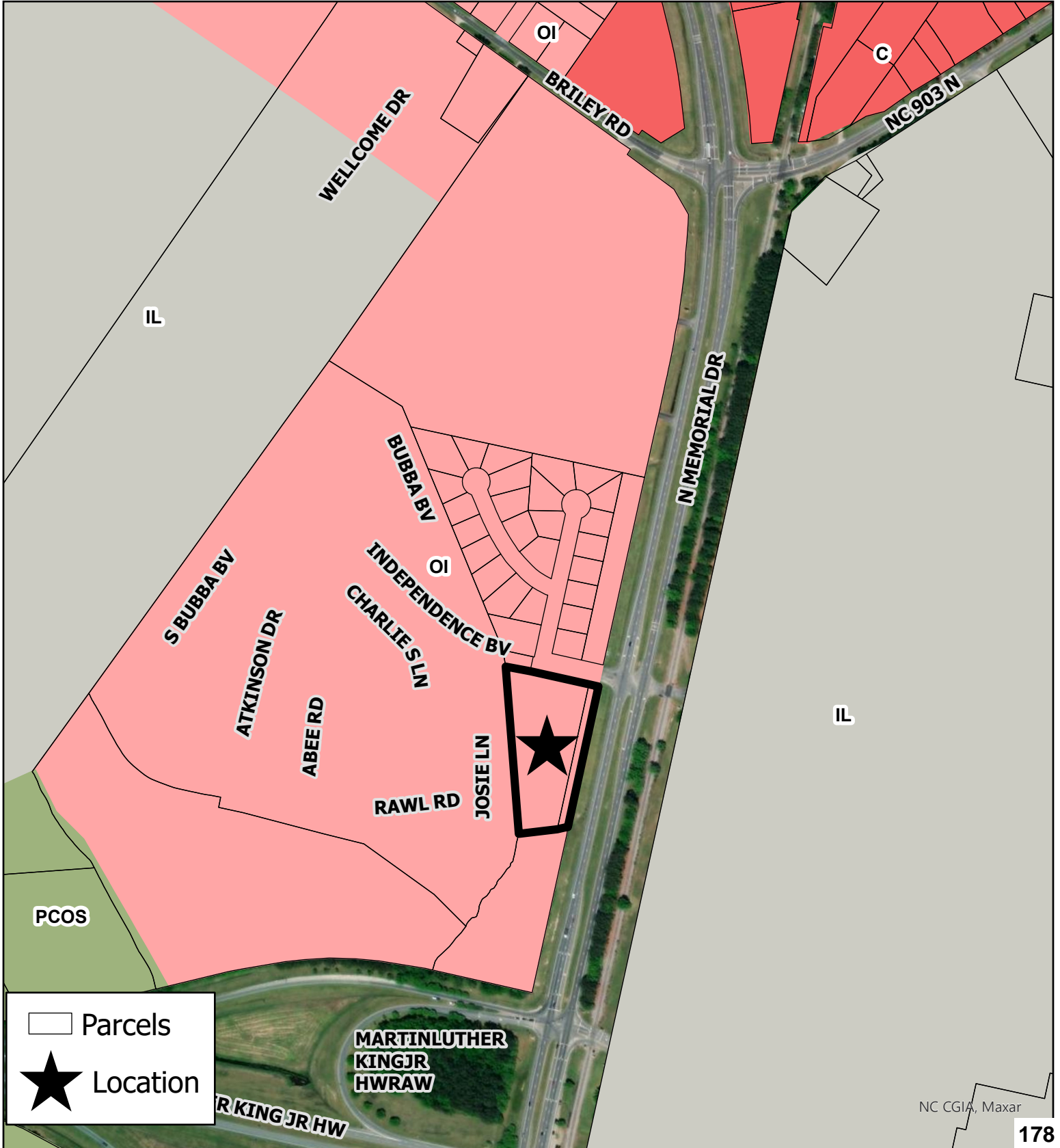
To: C

Acres: 3.405

September 5, 2023



0 0.03 0.06 0.12 Miles



LAND USE AMENDMENT THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 23-02

Applicant: RaceTrack Petroleum, Inc.

Property Information

Current Land Use: Office and Institutional (OI)

Proposed Land Use: Commercial (C)

Current Acreage: 3.405 acres

Location: Memorial Dr, north of US 264 Bypass

Points of Access: Memorial Drive

Location Map



Transportation Background Information

1.) Memorial Dr- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	4-lane divided with grass median	no change
Right of way width (ft)	190	no change
Speed Limit (mph)	55	
Current ADT:	19,100 (*)	
Design ADT:	43,900 vehicles/day (**)	
Controlled Access	Yes	
Thoroughfare Plan Status	Major Thoroughfare	
Other Information: There are no sidewalks along Memorial Dr that service this property.		

Notes: (*) 2020 NCDOT count adjusted for a 2% annual growth rate
 (**) Traffic volume based an operating Level of Service D for existing geometric conditions
 ADT – Average Daily Traffic volume

Transportation Improvement Program Status:

Trips generated by proposed use/change

Current Land Use: 81 -vehicle trips/day (*) **Proposed Land Use:** 2,651 -vehicle trips/day (*)

Estimated Net Change: increase of 2570 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 land use.)

Impact on Existing Roads

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

1.) Memorial Dr , North of Site (60%): “No build” ADT of 19,100

Estimated ADT with Proposed Land Use (full build) – 20,691

Estimated ADT with Current Land Use (full build) – 19,149

Net ADT change = 1,542 (8% increase)

2.) Memorial Dr , South of Site (40%): “No build” ADT of 19,100

Estimated ADT with Proposed Land Use (full build) – 20,160

Estimated ADT with Current Land Use (full build) – 19,132**Net ADT change = 1,028 (5% increase)****Staff Findings/Recommendations**

Based on possible uses permitted by the requested land use, the proposed land use classification could generate 2651 trips to and from the site on Memorial Dr, which is a net increase of 2570 additional trips per day (over current land use).

During the review process, measures to mitigate the traffic will be determined. A Traffic Impact Analysis (TIA) will be required.