



Agenda

Greenville City Council

April 8, 2024

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 - Mayor Pro Tem Monica Daniels**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. Public Comment Period**

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

VII. Consent Agenda

- 1. Approval of Minutes
- 2. Resolution Authorizing an Application to the Federal Transit Administration for a Federal Grant for FY 2024 Low- or No-Emission Notice of Funding Opportunity

3. Contract with Cherry Bekaert, LLP for Auditing Services for Fiscal Year 2023-2024

VIII. New Business

4. Little League Softball World Series Agreement Extension
5. Resolution Authorizing Submission of an Inflation Reduction Act Environmental and Climate Justice Community Change Grants Grant Application to the United States Environmental Protection Agency and Authorization to Execute an Agreement Upon Award
6. First reading of an ordinance to repeal and replace Chapter 9 of Title 9 Stormwater Management and Control Ordinance
7. Discussion on Data Processing Center and Modular Data Processing Facility Standards
8. Budget Ordinance Amendment #9 to the 2023-2024 City of Greenville Budget (Ordinance #23-046), the Capital Projects Funds (Ordinance #17-024), Special Revenue Grant Fund (Ordinance #11-003), Occupancy Tax Fund (Ordinance #11-003), and the Engineering Capital Projects Fund (Ordinance #20-019)

IX. Review of April 11, 2024 City Council Agenda

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Adjournment



City of Greenville,
North Carolina

Meeting Date: 04/08/2024

Title of Item: Approval of Minutes

Explanation: Minutes are attached for review and approval for the following meetings:

- March 11, 2024, Workshop

Fiscal Note: No direct fiscal impact.

Recommendation: Review and approve the minutes from the March 11th workshop.

ATTACHMENTS

[March 2024 Workshop.pdf](#)

OFFICIAL MINUTES
CITY COUNCIL WORKSHOP MEETING
CITY OF GREENVILLE, NORTH CAROLINA
MARCH 11, 2024, 4:00 PM



I. Call Meeting To Order

The Mayor and City Council held its regularly scheduled workshop on March 11, 2024 in Conference Room 337 inside of City Hall located at 200 West Fifth Street. Mayor Connelly called the workshop to order at 4:11 p.m.

II. Roll Call

Present: Mayor P.J. Connelly, Mayor Pro Tem Monica Daniels, Council Member Tonya Foreman, Council Member Marion Blackburn, Council Member Matthew Scully, Council Member Les Robinson (arrived at 4:12 p.m.), Council Member Portia Willis

Absent: None

III. Approval of Agenda

Mayor Pro Tem Daniels made a motion to approve the agenda as presented. Council Member Willis seconded the motion and it passed unanimously 5:0. Council Member Robinson arrived at 4:12 p.m.

IV. New Business

1.. Discussion of Data Processing Center and Modular Data Processing Facility Standards

Chief Planner Chantae Gooby provided the standards for a modular data processing and data processing center and outlined the information found by examining other communities in the state with regulations specific to cryptocurrency and/or data centers.

Greenville's Current Standards:

- Not specific to cryptomining
- Specific to data centers
- 2,500 ft. separation from schools and single-family homes
- Sound study at the discretion of the Planning & Development Services Director
- Modular allowed with a 100 ft. minimum setback with a minimum of 35 acres

Summary of Standards for Modular Data Processing Facilities and Data Processing Centers:

- The standards in North Carolina and beyond varied by location as to:
 - Zoning districts that allow the use
 - Required vegetative screening
 - Specific sound mitigation standards
 - Allowance for modular data centers

Evaluation of the Standards in other Jurisdictions:



- Most of the jurisdictions are in the rural sparsely populated counties and located mainly in the western part of the state
- Most do not have a comprehensive plan and/or zoning regulations
- City lack of services, e.g., fire department capacity
- Only impact the county's jurisdiction and not local municipalities, i.e., their corporate limits and extraterritorial jurisdictions
- Data mining activities by private citizens for private use are still permissible

Chief Planner Gooby noted that sound concerns would be enforced by the Pitt County Sheriff's Department because the area would be in the extraterritorial jurisdiction (ETJ). She stated that if the standards are repealed, that does not mean the use is banned in the city. She stated that all of the conditions would be gone and applicants would go before the City's Board of Adjustment (BOA) for a Special Use Permit (SUP). She stated that the City Council has four choices:

- Keep current standards
- Modify current standards
- Repeal current standards
- Ban the use

She stated that staff does not recommend an outright ban of the use because it could be subject to a legal challenge.

After a discussion, the City Council asked that staff bring the item back to a City Council meeting in April to discuss modifying the standards and potentially putting a moratorium of the use in place while working on those standards.

2.. Presentation by City Staff for Enhancement to the Greenville Convention Center Courtyard

This item was not presented due to time limitations.

3.. Fire Protection System Inspection Report Management System Agreement

This item was not presented due to time limitations.

V. Adjournment

Mayor Connelly called for a motion to adjourn. Council Member Scully made a motion to adjourn. Mayor Pro Tem Daniels seconded the motion and it passed unanimously 6:0.

Mayor Connelly adjourned the meeting at 6:02 p.m.





City of Greenville, North Carolina

Meeting Date: 04/08/2024

Title of Item: Resolution Authorizing an Application to the Federal Transit Administration for a Federal Grant for FY 2024 Low- or No-Emission Notice of Funding Opportunity

Explanation: Since the 2021 Bipartisan Infrastructure Law, the Federal Transit Administration (FTA) has made \$4.5 billion available in competitive grants for investments in American-made transit buses and supporting infrastructure. The goal of this law is to provide public transportation funding to support transit agencies in buying buses, transitioning to low- or no-emission buses, and modernizing bus facilities.

Attached for City Council consideration is a resolution authorizing the filing and execution of a federal grant application for the FY 2024 Low- or No- Emission Notice of Funding Opportunity (NOFO) designated for the City of Greenville to assist with the purchase of two electric buses and associated infrastructure of the Greenville Area Transit (GREAT) system. The grant funding supports transit systems that are open to the public in areas with populations between 50,000 and 200,000.

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

Fiscal Note: The anticipated cost of the pilot project is \$3.181 million for two 40-foot battery-electric buses and an additional cost (See Chart Below) for the initial plug-in charging infrastructure. The Federal share accounts for 85% of the Electric Bus, 80% of workforce development, and 90% of the charging infrastructure. The total City share would be \$448,525 with \$360,000 proposed to come from the Vehicle Replacement Fund.

| Funding Source | Electric Bus | Plug-In Charging | Workforce Development ** | Generator and Mobile Charging |
|----------------|--------------|------------------|--------------------------|-------------------------------|
| Federal | \$ 2,040,000 | \$ 225,000 | \$ 130,125 | \$ 337,500 |
| City | \$ 360,000 | \$ 25,000 | \$ 26,025 | \$ 37,500 |

Recommendation: Adopt the attached resolution approving the grant request and authorizing the filing and execution of the application for these federal funds.

ATTACHMENTS

RESOLUTION - FTA -NOFO FY 2024 DM#1192387.pdf

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION TO THE
FEDERAL TRANSIT ADMINISTRATION FOR A FEDERAL GRANT
FOR FY 2024 LOW- OR NO- EMISSION NOTICE OF FUNDING OPPORTUNITY (NOFO).

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

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

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

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

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

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

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

5. That the City Manager is authorized to execute grant and cooperative agreements with the Federal Transit Administration and the North Carolina Department of Transportation on behalf of the City of Greenville.
6. That the City Manager is authorized to execute a grant to purchase two electric buses that utilize a plug-in charging system and associated infrastructure. The two electric-powered buses will be replacing two of the oldest diesel-powered buses. All current Transit maintenance and fueling infrastructure is located at the Public Works Operational facility at 1500 Beatty Street.

ADOPTED this the 8th day of April, 2024.

P.J. Connelly, Mayor

Attest:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 04/08/2024

Title of Item: Contract with Cherry Bekaert, LLP for Auditing Services for Fiscal Year 2023-2024

Explanation: This is the City's contract for audit services with Cherry Bekaert for fiscal year 2023-2024. It is the first year of a five-year contract. The annual contract attached describes the auditing services for the Fiscal Year Ending June 30, 2024. The proposed fees for auditing services for the fiscal year ending June 30, 2024 total \$104,000.

Fiscal Note: In accordance with the firm's proposal, the cost of the audit for the Fiscal Year Ending June 30, 2024 will be \$104,000. Funds for this contract are available in the Financial Services Department's budget.

Recommendation: Approve the auditing contract with Cherry Bekaert, LLP for the fiscal year ending June 30, 2024.

ATTACHMENTS

- [City of Greenville 06-30-24 Contract - unsigned.pdf](#)
- [City of Greenville 6-30-24 Audit Eng Ltr - unsigned.pdf](#)

| | |
|-----|--|
| The | Governing Board |
| of | Primary Government Unit |
| and | Discretely Presented Component Unit (DPCU) (if applicable) |

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

| | |
|-----|-----------------|
| and | Auditor Name |
| | Auditor Address |

Hereinafter referred to as Auditor

| | | |
|-----|--------------------|-------------------------------------|
| for | Fiscal Year Ending | Date Audit Will Be Submitted to LGC |
|-----|--------------------|-------------------------------------|

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.
- All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.
28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:
- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
 - b) the status of the prior year audit findings;
 - c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
 - d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.
29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitted-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name: **Title and Unit / Company:** **Email Address:**

OR Not Applicable *(Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

| | |
|--|-----------|
| Primary Government Unit | |
| Audit Fee (financial and compliance if applicable) | \$ |
| Fee per Major Program (if not included above) | \$ |
| Additional Fees Not Included Above (if applicable): | |
| Financial Statement Preparation (incl. notes and RSI) | \$ |
| All Other Non-Attest Services | \$ |
| TOTAL AMOUNT NOT TO EXCEED | \$ |

| | |
|--|-----------|
| Discretely Presented Component Unit | |
| Audit Fee (financial and compliance if applicable) | \$ |
| Fee per Major Program (if not included above) | \$ |
| Additional Fees Not Included Above (if applicable): | |
| Financial Statement Preparation (incl. notes and RSI) | \$ |
| All Other Non-Attest Services | \$ |
| TOTAL AMOUNT NOT TO EXCEED | \$ |

SIGNATURE PAGE

AUDIT FIRM

| | |
|--|-------------------------------|
| Audit Firm* | |
| Authorized Firm Representative (typed or printed)* | Signature* <i>April Adams</i> |
| Date* | Email Address* |

GOVERNMENTAL UNIT

| | |
|--|----------------|
| Governmental Unit* | |
| Date Governing Board Approved Audit Contract* (Enter date in box to right) | |
| Mayor/Chairperson (typed or printed)* | Signature* |
| Date | Email Address* |

| | |
|--|---------------|
| Chair of Audit Committee (typed or printed, or "NA") | Signature |
| Date | Email Address |

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

| | |
|---|----------------|
| Sum Obligated by This Transaction: | \$ |
| Primary Governmental Unit Finance Officer* (typed or printed) | Signature* |
| Date of Pre-Audit Certificate* | Email Address* |

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

| | |
|--|----------------|
| DPCU* | |
| Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right) | |
| DPCU Chairperson (typed or printed)* | Signature* |
| Date* | Email Address* |

| | |
|--|---------------|
| Chair of Audit Committee (typed or printed, or "NA") | Signature |
| Date | Email Address |

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

| | |
|--|----------------|
| Sum Obligated by this Transaction: | \$ |
| DPCU Finance Officer (typed or printed)* | Signature* |
| Date of Pre-Audit Certificate* | Email Address* |

Remember to print this form, and obtain all required signatures prior to submission.

March 22, 2024

VIA EMAIL:

jjoyner@greenvillenc.gov

Mr. Jacob Joyner, Director of Financial Services
City of Greenville, North Carolina
PO Box 7207
Greenville, North Carolina 27835-7207

Dear Mr. Joyner:

This engagement letter between City of Greenville, North Carolina (hereafter referred to as the “City” or “you” or “your” or “management”) and Cherry Bekaert LLP (the “Firm” or “Cherry Bekaert” or “we” or “us” or “our”) sets forth the nature and scope of the services we will provide, the City’s required involvement and assistance in support of our services, the related fee arrangements, and other Terms and Conditions, which are attached hereto and incorporated by reference, designed to facilitate the performance of our professional services and to achieve the mutually agreed-upon objectives of the City.

Summary of services

We will provide the following services to the City as of and for the year ended June 30, 2024:

Audit and attestation services

1. We will audit the basic financial statements of the City as of and for the year ended June 30, 2024 including the governmental activities, the business type activities, each major fund and the aggregate remaining fund information, including the disclosures.
2. We will audit the supplementary information identified in the table of contents of the Annual Comprehensive Financial Report, such as the combining and individual fund statements and schedules. As part of our engagement, we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America
3. We will audit the schedule of expenditures of federal and State awards. As part of our engagement we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.
4. We will apply limited procedures to the required supplementary information as listed in the table of contents (e.g., pension plan information or City’s management’s discussion and analysis (MD&A)), which will consist of inquiries of City’s management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the financial statements.

5. We will read the introductory section and statistical section accompanying the financial statements and consider whether a material inconsistency exists between the other information and the basic financial statements. In addition, we will remain alert for indications that a material inconsistency exists between the other information and knowledge obtained in the audit, or if such information contains a material misstatement of fact or is otherwise misleading. If based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Nonattest accounting and other services

We will provide the following additional services:

1. Complete the appropriate sections of and sign the Data Collection Form.

Your expectations

As part of our planning process, we have discussed with you your expectations of Cherry Bekaert, changes that occurred during the year, your views on risks facing you, any relationship issues with Cherry Bekaert, and specific engagement arrangements and timing. Our services plan, which includes our audit plan, is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or exceed the City's expectations. Our services plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance. Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The City recognizes that our professional standards require that we be independent from the City in our audit of the City's financial statements and our accompanying report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with the City and the City should not expect that we will act only with due regard to the City's interest in the performance of this audit, and the City should not impose on us special confidence that we will conduct this audit with only the City's interest in mind. Because of our obligation to be independent of the City, no fiduciary relationship will be created by this engagement or audit of the City's financial statements.

The engagement will be led by April Adams, who will be responsible for assuring the overall quality, value, and timeliness of the services provided to you.

Audit and attestation services

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the provisions of Uniform Guidance; the Single Audit Act Amendments of 1996; State Single Audit Implementation Act and OMB *Guidance for Grants and Agreements* (2 CFR 200). The objective of our audit is to obtain reasonable assurance about whether the City's basic financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion(s) about whether the City's basic financial statements are presented fairly, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the Summary of Services section when considered in relation to the basic financial statements taken as a whole. Reasonable assurance is a high level of

assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements in conformity with the basis of accounting noted above. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of applicable laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”) and the State Single Audit Implementation Act.

Auditor’s responsibilities for the audit of the financial statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures as deemed necessary to enable us to express such an opinion about whether the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (“GAAP”). We will also:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Obtain an understanding of the City and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion(s). The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstance, but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Nonattest accounting and other services

In connection with any of the audit, accounting, or other services noted below, we will provide a copy of all schedules or other support for you to maintain as part of your books and records supporting your basic financial statements. You agree to take responsibility for all documents provided by Cherry Bekaert and will retain copies based on your needs and document retention policies. By providing these documents to you, you confirm that Cherry Bekaert is not responsible for hosting your records or maintaining custody of your records or data and that Cherry Bekaert is not providing business continuity or disaster recovery services. You confirm you are responsible for maintaining internal controls over your books and records including business continuity and disaster recovery alternatives. In addition, any documents provided to Cherry Bekaert by the City in connection with these services will be considered to be copies and will not be retained by Cherry Bekaert after completion of the accounting and other services. You are expected to retain anything you upload to a Cherry Bekaert portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

The accounting and other services described in this section are nonaudit services, which do not constitute audit services under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming City's management responsibilities.

In conjunction with providing these accounting and other services, we may use third party software or templates created by Cherry Bekaert for use on third party software. Management expressly agrees that the City has obtained no rights to use such software or templates and that Cherry Bekaert's use of the City's data in those applications is not deemed to be hosting, maintaining custody, providing business continuity, or disaster recovery services.

Accounting services

We will advise City's management about the application of appropriate accounting principles, and may propose adjusting journal entries to the City's financial statements. The City's management is responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the City's financial statements. If, while reviewing the journal entries, the City's management determines that a journal entry is inappropriate, it will be the City's management's responsibility to contact us to correct it.

Data collection form

We will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the City; however, it is

the City's management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal and State awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the designated federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

City's management responsibilities related to accounting and other services

For all nonattest services we perform in connection with the engagement, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, retain relevant copies supporting your books and records, and accept overall responsibility for the results of the services.

Prior to the release of the report, the City's management will need to sign a representation letter acknowledging its responsibility for the results of these services, and acknowledging receipt of all appropriate copies.

City's management responsibilities related to the audit

The City's management is responsible for (1) designing, implementing, and maintaining internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that the City's management and financial information is reliable and properly reported. The City's management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationship in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

The City's management is responsible for making all financial records and related information available to us, including additional information that is requested for purposes of the audit (including information from outside of the general and subsidiary ledgers), and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) the City's management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or other. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we report. Additionally, as required by the Uniform Guidance, it is the City's management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

The City's management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and State awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance, (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance, (3) the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes), and (4) the City has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP, (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes), and (4) you have disclosed

to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The City's management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. The City's management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the *Audit and attestation services* section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing City's management views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

The City's management agrees to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and State awards and disclosures, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and disclosures, and that you have reviewed and approved the financial statements, schedule of expenditures of federal and State awards, and disclosures prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

The City's management is responsible for disclosing to us all documents that comprise the annual report and preparation of the annual report. You agree you will provide us with the final version of all documents comprising the annual report prior to the date of the auditor's report so that required audit procedures can be completed prior to the issuance of the auditor's report. If obtaining the final version of these documents is not possible prior to the date of the auditor's report, then the documents will be provided as soon as practicable, and the City will not issue the annual report prior to providing them to the us and allowing sufficient time to apply required audit procedures. If the documents comprising the annual report are provided after the date of the auditor's report and we concluded that there is a material inconsistency or misstatement then we will take appropriate actions which may include communicating the matter to those charged with governance or obtaining legal advice.

Reporting

Our report will be addressed to Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the result of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also issue written reports upon completion of our Single Audit. The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the result of that testing,

and not to provide an opinion on the effectiveness of the City’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Fees

The estimated fees contemplate only the services described in the Summary of Services section of this letter. You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees which will be at our standard billing rates noted in the table below. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Standard Bill Rates

| Skill Level | Bill Rate |
|----------------------|-----------|
| Partner | \$ 550 |
| Director | \$ 485 |
| Senior Manager | \$ 470 |
| Manager | \$ 355 |
| Senior Accountant | \$ 310 |
| Staff Accountant | \$ 230 |
| Intern | \$ 100 |
| Paraprofessional | \$ 190 |
| Audit Service Center | \$ 115 |
| Administrative | \$ 150 |

The following summarizes the fees for the services described above:

| Description of services | Estimated fee |
|--|------------------|
| Audit services | |
| Audit of the financial statements and two single audit major programs* | \$104,000 |
| Accounting services | |
| Completion of Data Collection Form | Included above |
| Total | <u>\$104,000</u> |

*Each major single audit program above the two major programs included will be charged at \$6,000 per program

The fees will be billed periodically. Invoices are due on presentation. A service charge will be added to past due accounts equal to 1½% per month (18% annually) on the previous month's balance less payments received during the month, with a minimum charge of \$2.00 per month.

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. No change, modification, addition, or amendment to this letter shall be valid unless in writing and signed by all parties. The parties agree that this letter may be electronically signed and that the electronic signatures will be deemed to have the same force and effect as handwritten signatures.

If you have any questions, please call April Adams at (919) 632-5878.

Sincerely,

CHERRY BEKAERT LLP

Cherry Bekaert LLP

ATTACHMENT – Engagement Letter Terms and Conditions

CITY OF GREENVILLE, NORTH CAROLINA

ACCEPTED BY: _____

TITLE: _____ DATE: _____

Cherry Bekaert LLP

Engagement Letter Terms and Conditions

The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

Limitations of the audit report

Should the City wish to include or incorporate by reference these financial statements and our report thereon into *any* other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards (“GAAS”) to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the City will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

Limitations of the audit process

In conducting the audit, we will perform tests of the accounting records and such other procedures as we consider necessary in the circumstances to provide a reasonable basis for our opinion on the financial statements. We also will assess the accounting principles used and significant estimates made by the City’s management, as well as evaluate the overall financial statement presentation.

Our audit will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with GAAS are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the City) on the financial statements.

Similarly, in performing our audit we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our audit provides no assurance that illegal acts generally will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our audit unless clearly inconsequential. In the event that we have to consult with the City’s counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the City. You agree that the City will cooperate fully with any procedures we deem necessary to perform with respect to these matters.

We will issue a written report upon completion of our audit of the City’s financial statements. If, for any reason, we are unable to complete the audit, or are unable to form, or have not formed an opinion on the financial statements, we may decline to express an opinion or

decline to issue a report as a result of the engagement. We will notify the appropriate party within your organization of our decision and discuss the reasons supporting our position.

Audit procedures – general

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve professional judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by the City's management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by the City's management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits, nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of the City's management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, funding sources, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and State awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit procedures – internal controls

Our audit will include obtaining an understanding of the City and its environment, including internal controls relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion(s). The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may

involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control, including cybersecurity, and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to the City's management and those charged with governance internal control related matters that are required to be communicated under American Institute of Certified Public Accountants ("AICPA") professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit procedures - compliance

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws and regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Nonattest services (if applicable)

All nonattest services to be provided in the attached engagement letter (if applicable) shall be provided pursuant to the AICPA Code of Professional Conduct. The AICPA Code of Professional Conduct requires that we establish objectives of the engagement and the services to be performed, which are described under nonattest services in the attached letter.

You agree that the City's designated individual will assume all the City's management responsibilities for the nonattest services we provide; oversee the services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. In order to ensure we provide such services in compliance with all professional standards, the designated individual is responsible for:

- Making all financial records and related information available to us
- Ensuring that all material information is disclosed to us
- Granting unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence
- Identifying and ensuring that such nonattest complies with the laws and regulations

The accuracy and appropriateness of such nonattest services shall be limited by the accuracy and sufficiency of the information provided by the City's designated individual. In the course of providing such nonattest services, we may provide professional advice and guidance based on knowledge of accounting, tax and other compliance, and of the facts and circumstances as provided by the City's designated individual. Such advice and guidance shall be limited as permitted under the AICPA Code of Professional Conduct.

Communications

At the conclusion of the audit engagement, we may provide the City's management and those charged with governance a letter stating any significant deficiencies or material weaknesses which may have been identified by us during the audit and our recommendations designed to help the City make improvements in its internal control structure and operations related to the identified matters discovered in the financial statement audit. As part of this engagement, we will ensure that certain additional matters are communicated to the appropriate members of the City. Such matters include (1) our responsibilities under GAAS, (2) the initial selection of and changes in significant accounting policies and their application, (3) our independence with respect to the City, (4) the process used by City's management in formulating particularly sensitive accounting estimates and the basis for our conclusion regarding the reasonableness of those estimates, (5) audit adjustments, if any, that could, in our judgment, either individually or in the aggregate be significant to the financial statements or our report, (6) any disagreements with the City's management concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements, (7) our views about matters that were the subject of the City's management's consultation with other accountants about auditing and accounting matters, (8) major issues that were discussed with the City's management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards, and (9) serious difficulties that we encountered in dealing with the City's management related to the performance of the audit.

Other matters

Access to working papers

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails for a period of 12 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you

prior to making them available to requesting parties. Any parties seeking voluntary access to our working papers must agree to sign our standard access letter.

We may be requested to make certain documentation available to regulators, governmental agencies (e.g., SEC, PCAOB, HUD, DOL, etc.), or their representatives (“Regulators”) pursuant to law or regulations. If requested, access to the documentation will be provided to the Regulators. The Regulators may intend to distribute to others, including other governmental agencies, our working papers and related documentation without our knowledge or express permission. You hereby acknowledge and authorize us to allow Regulators access to and copies of documentation as requested. In addition, our Firm, as well as all other major accounting firms, participates in a “peer review” program covering our audit and accounting practices as required by the AICPA. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for the City may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

Electronic transmittals

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. As an alternative, we recommend using our Client Portal (“Portal”) to transmit documents. Portal allows the City, us, and other involved entities to upload and download documents in a secure location. You agree to the use of email, Portal, and other electronic methods to transmit and receive information, including confidential information, between the Firm, the City, and other third party providers utilized by either party in connection with the engagement.

Use of third party providers and alternative practice structure

Cherry Bekaert LLP and Cherry Bekaert Advisory LLC (an associated, but not affiliated entity) are parties to an administrative services agreement (“ASA”). Cherry Bekaert LLP and Cherry Bekaert Advisory LLC are operating in an arrangement commonly described as an “alternative practice structure”. Pursuant to the ASA, Cherry Bekaert LLP leases professional and administrative staff, both of which are employed by Cherry Bekaert Advisory LLC, to support Cherry Bekaert LLP’s performance under this engagement letter. As a result, Cherry Bekaert LLP will share your confidential information with Cherry Bekaert Advisory LLC so that the leased employees are able to support Cherry Bekaert LLP’s performance under this engagement letter. These leased employees are under the direct control and supervision of Cherry Bekaert LLP, which is solely responsible for the professional performance of the services under this engagement letter. The leased employees are subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information, and Cherry Bekaert LLP and Cherry Bekaert Advisory LLC have contractual agreements requiring confidential treatment of all client information.

To the extent Cherry Bekaert Advisory LLC will provide tax, advisory, and/or consulting services to you, Cherry Bekaert LLP will provide Cherry Bekaert Advisory LLC with access to your accounting, financial, and other records that Cherry Bekaert LLP maintains to enable Cherry Bekaert Advisory LLC to provide those services to you.

In addition to the structure noted above, in the normal course of business, we may on occasion use the services of an independent contractor or a temporary or loaned employee, all of whom may be considered a third party service provider. On these occasions, we remain responsible for the adequate oversight of all services performed by the third party service provider and for ensuring that all services are performed with professional competence and due professional care. We will adequately plan and supervise the services provided by the third party service provider; obtain sufficient relevant data to support the work product; and review compliance with technical standards applicable to the professional services rendered. We will enter into a contractual agreement with the third party service provider to maintain the confidentiality of information and be reasonably assured that the third party service provider has appropriate procedures in place to prevent the unauthorized release of confidential information to others.

Subpoenas

In the event we are requested or authorized by the City, or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

Dispute resolution provision

This Dispute Resolution Provision sets forth the dispute resolution process and procedures applicable to any dispute or claim arising out of or relating to this engagement letter or the services provided hereunder, or any other audit or attest services provided by or on behalf of the Firm or any of its subcontractors or agents to the City or at its request ("Disputes"), and shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

Mediation

All Disputes shall be first submitted to nonbinding confidential mediation by written notice to the parties, and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR"), at the written request of a party, shall designate a mediator.

Arbitration procedures

If a Dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the Dispute shall be settled by binding arbitration to be held at a mutually agreeable location. The arbitration shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the "Rules"). The arbitration shall be conducted before a panel of three arbitrators. Each of the City and the Firm shall designate one arbitrator in accordance with the "screened" appointment procedure provided in the Rules, and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter and to abide by the terms of the Rules. Except with respect to the interpretation and enforcement of

these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the laws of the Commonwealth of Virginia (without giving effect to its choice of law principles) in connection with the Dispute. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Any discovery shall be conducted in accordance with the Rules. The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

Costs

Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

Waiver of trial by jury

In the event the parties are unable to successfully arbitrate any dispute, controversy, or claim, the parties agree to WAIVE TRIAL BY JURY and agree that the court will hear any matter without a jury.

Independent contractor

Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency, or fiduciary relationship.

No third party beneficiaries

The parties do not intend to benefit any third party by entering into this agreement, and nothing contained in this agreement confers any right or benefit upon any person or entity who or which is not a signatory of this agreement.

Terms and conditions supporting fees

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from the City's personnel, timely delivery of requested audit schedules and supporting information, timely communication of all significant accounting and financial reporting matters, the assumption that unexpected circumstances will not be encountered during the audit, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden City requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed-upon dates can result in expensive downtime for our professionals. Any last minute schedule changes that result in downtime for our professionals could result in additional fees. Our estimated fees do not include assistance in bookkeeping or other accounting services not previously described. If, for any reason, the City is unable to provide such schedules, information, and assistance, the Firm and the City will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees contemplate that the City will provide adequate documentation of its systems and controls related to significant transaction cycles and audit areas.

In providing our services, we will consult with the City with respect to matters of accounting, financial reporting, or other significant business issues as permitted by professional standards. Accordingly, time necessary to affect a reasonable amount of such consultation is

reflected in our fees. However, should a matter require research, consultation, or audit work beyond that amount, the Firm and the City will agree to an appropriate revision in our fee.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the City at this time. Unless otherwise indicated, estimated fees do not include any time related to the application of new auditing or accounting standards that impact the City for the first time. If new auditing or accounting standards are issued subsequent to the date of this letter and are effective for the period under audit, we will estimate the impact of any such standard on the nature, timing, and extent of our planned audit procedures and will communicate with the City concerning the scope of the additional procedures and the estimated fees.

The City agrees to pay all costs of collection (including reasonable attorneys' fees) that the Firm may incur in connection with the collection of unpaid invoices. In the event of nonpayment of any invoice rendered by us, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this engagement letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid. If we elect to terminate our services for nonpayment, the City will be obligated to compensate us for all time expended and reimburse us for all expenses through the date of termination.

This engagement letter sets forth the entire understanding between the City and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether written or oral. Any subsequent changes to the terms of this letter, other than additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions.



City of Greenville, North Carolina

Meeting Date: 04/08/2024

Title of Item: Little League Softball World Series Agreement Extension

Explanation: The City of Greenville has been home to the Little League Softball World Series (LLSWS) since 2020, with the first tournament being held in August 2021. The tournament is held in partnership with Little League Baseball, Incorporated, Greenville Little League, and Greenville-Pitt County Sports Commission. Elm Street Park's Stallings Stadium is host to all LLSWS games, which are televised on the ESPN family of networks.

The attached agreement extends the initial Letter of Understanding an additional two years and outlines the responsibilities of hosting the LLSWS in Greenville, NC, for each partnering organization. Responsibilities of the City include maintaining all City-owned facilities; providing staff, volunteers, security and logistical support during the event; providing \$25,000 per year to the Greenville-Pitt County Sports Commission to support and market the LLSWS; and providing transportation for players and umpires during the LLSWS. The agreement extension is through December 2027.

The 2024 LLSWS will be the 50th Anniversary of the event and include 12 teams, eight from the United States and four international teams. The event will begin with an opening ceremony held at the Town Common on August 3rd, with games being played August 4th - 11th. Over 400 City staff, volunteers, and vendors will help support the event and welcome all the Little League Softball players and their families to Greenville.

Fiscal Note: The funding amount for the City remains the same at \$25,000 annually.

Recommendation: Authorize City staff to sign agreement extension with Little League International, Greenville Little Leagues, and Greenville-Pitt County Sports Commission to continue hosting the Little League Softball World Series in Greenville, NC, through December 2027.

ATTACHMENTS

[LLSWS Greenville Agreement 2024 CLEAN.docx](#)

Agreement

This Agreement is made the ____ day of _____, 2024 by and between Little League Baseball, Incorporated (“LLB”), 539 US Highway 15, Williamsport, PA 17701; Greenville Little League, 1055 S. Elm Street, Greenville, NC 27858; Greenville-Pitt County Sports Commission, 417 Cotanche Street, Suite 100, Greenville, NC 27858; and City of Greenville, 200 West Fifth Street, Greenville, NC 27858.

1. **Purpose.** The parties agree to continue the coordination of resources for preparation and execution of the Little League Softball World Series (“LLSWS”) to be held in Greenville, NC. Greenville Little League and the City of Greenville will host the LLSWS each year of the term of this agreement.
2. **Term.** This agreement shall commence upon the date of execution of this agreement by all parties and shall supersede any prior agreements or letters of understanding entered into between the parties. This agreement shall terminate on December 31, 2027, unless otherwise extended by the parties. Any party may opt-out of this Agreement after completion of the 2025 LLSWS by giving written notice to all other parties by December 1st of the year prior to the next LLSWS (December 1, 2025, for the 2026 LLSWS, December 1, 2026, for the 2027 LLSWS). An opt-out by any party will terminate the entire agreement between all parties unless a written agreement is entered into between the remaining parties.

3. **Responsibilities of each party:**

A. City of Greenville

- i. Maintain and ensure all facilities under the control of the City of Greenville that will be utilized for the LLSWS are free of hazards when access is granted each year.
- ii. Repair or properly address any facility hazards identified within a reasonable time during the LLSWS.
- iii. City of Greenville, Tournament Host Site Chairman and LLB Tournament Director will conduct a walk-through on the following properties no later than two weeks prior to the first game of the LLSWS to determine any hazards that need to be repaired or addressed prior to the first game of the LLSWS:
 - a. Drew Steele Center
 - b. Elm Street Park and Center
 - c. Evans Park
 - d. Other facilities as needed.
- iv. Provide support staff and volunteers prior to and during the LLSWS to address the following:

- a. Evaluate and assess Elm Street Park, Elm Street Center, and Drew Steele Center facilities and infrastructure to ensure all aspects are presentable and in good working order.
- b. Schedule and fix any necessary aspects or areas that need to be addressed to be presentable and in good working order prior to player arrival for the LLSWS.
- c. Maintain facilities in a presentable and safe manner throughout the duration of the LLSWS, including but not limited to trash removal, restroom upkeep, and lighting system.
- d. Provide on-call staff to address issues throughout the LLSWS.
- e. Facilities should be returned to the City of Greenville in presentable and good working order upon completion and clean-up of the LLSWS.
- v. Provide \$25,000 per year to Greenville-Pitt County Sports Commission to support and market the LLSWS.
- vi. Provide two vehicles for team transport (approximate capacity 26 people) and a city transit bus (approximate capacity 30 people) with insured drivers, for use prior to and throughout the duration of the LLSWS for Little League players, coaches, managers, interpreters, umpires and volunteers, and coordinated for tournament aspects including transportation to/from games, practices, and other official tournament events. The City of Greenville and LLB will agree upon a transportation schedule at least 30 days prior to the start of the event.
- vii. Allow usage of Elm Street Park by LLB, ESPN, and LLB's partners 2 weeks prior to and throughout the LLSWS.
- viii. Allow Greenville Little League to strip the infield turf at Elm Street Park and convert to LLB softball specifications after baseball regular season and tournament play have concluded.
- ix. Provide access to the Drew Steele Center the week of the LLSWS to LLB, its partners and sponsors to include the following:
 - a. A mutually acceptable location for tournament athletic trainers.
 - b. A location suitable for the City's Emergency Operations Center as it relates to the tournament.
- x. Provide access to the Elm Street Center at least two months prior to the LLSWS and for the duration and cleanup of the LLSWS to LLB, its partners and sponsors.
 - a. A mutually acceptable location for the receipt of shipments on behalf of LLB, its partners and sponsors.
 - b. A mutually acceptable location for shipping containers at Elm Street Park for Greenville Little League and LLSWS.
- xi. Provide access to Marvin's Mini Mart two months prior to the LLSWS and for the duration of and cleanup of the LLSWS to LLB, its partners and sponsors.
- xii. Provide LLB complete access to Elm Street Park/Center and Drew Steele Center parking for the LLSWS operations staff and attendees.
- xiii. Provide access to Evans Park (2 softball fields), J.H. Rose High School and other facilities as practice facilities two weeks prior to and throughout the duration of the LLSWS.
 - a. The pitching plates at Evans Park will be set at 40 feet.

- xiv. Provide one (1) EMS unit at Elm Street Park for the duration of the LLSWS that will be available 1 hour prior to the first game until 30 minutes after the last game.
- xv. Provide appropriate security and police on site for the duration of the tournament including parking lots and traffic management, to include at a minimum:
 - a. Two (2) uniformed police officers
 - b. Other police officers or ambassadors with radios who can assist with answering questions, parking, etc. as determined by the City.
 - c. A traffic advisory to the local public 14 days prior to the event and throughout the duration of the LLSWS.
- xvi. Coordinate with Greenville Little League and LLB to facilitate improvements to Elm Street Park/Center as mutually agreed upon by all parties.
- xvii. Support the logistical planning, permitting and implementation needs of LLB for implementation of Fan Zone activities at Elm Street Park, consistent with past practice.

B. Greenville-Pitt County Sports Commission:

- i. Provide \$35,000 of support per year to the LLSWS Committee to market and support the event.
- ii. Coordinate with the Greenville Convention and Visitors Bureau (“CVB”) to organize and hold the following number of rooms at the lowest cost possible:
 - a. Umpires – minimum of 12 rooms at the Hampton Inn
 - b. LL Staff and VIP – minimum of 10 rooms at the Hilton Greenville
 - c. ESPN – room numbers established by ESPN at the Hilton Greenville
 - d. Overflow Property – number of rooms to be determined.
- iii. Convene a Host Committee to coordinate local events, activities, and arrangements and serve as a point of contact.
- iv. Provide group activity options for teams, individuals, and umpires including schedules, cost, transportation possibilities, etc.
- v. Coordinate with Greenville Little League and LLB to secure additional meeting and/or event space including the Greenville Convention Center, East Carolina University, area hotels, etc.
- vi. Work with LLB and Greenville Little League to provide access to CM Eppes Middle School, Korean Mission of Immanuel Baptist Church, Immanuel Baptist Church, First Presbyterian Church, (with the exception of church evening and Sunday service), and ECU football stadium parking for the LLSWS operations and attendee parking.

C. Greenville Little League:

- i. Make necessary payment for the removal of infield turf prior to the LLSWS and replacement of turf at the conclusion of the LLSWS.

- ii. Receive all necessary shipments for the LLSWS, arrange appropriate secure storage and manage the tracking of items as directed by LLB.
- iii. Make payments for additional tournament operation expenses by securing local monetary donations, in-kind donations, and/or tournament-generated revenues (including but not limited to souvenir sales, food truck royalties, etc.) in accordance with and following all exclusive rights, governed by LLB Marketing and Sponsorship Guidelines, which may vary from year to year.
- iv. Secure and contract athletic training services for participants as needed.
- v. Assist with developing a local group of volunteers (committee staff and workers) for tournament preparation and operations. The local committee shall include, but not be limited to, the following positions:
 - a. Tournament Host Site Chairman, Treasurer, Sponsorship/Marketing and Souvenir Sales.
 - b. Support Volunteer staff as needed.
 - c. Any funds raised by the committee in support of the LLSWS will remain with LLB upon the termination of this Agreement.
- vi. Wear tournament-appropriate apparel provided by LLB during the event when operating in an official capacity.
- vii. Provide point(s) of contact and accommodations for on-site activation by LLB Partners (as secured by LLB or Major League Baseball) which may include:
 - a. Provide volunteer oversight and on-site assistance for uniform, apparel, equipment, and footwear distribution as requested by LLB and its Partners. Manage tracking of all items received and assist with tracking items distributed for post-event recap.
 - b. Provide appropriate exhibit space, power/internet (if available), shipping location, and other accommodations for fan engagement at the facility for LLB Partners.
 - c. Hang signage in the outfield of televised fields, exclusively for LLB or its Partners in accordance with LLB guidelines. Store signage after the event for future use.
 - d. Provide opportunity for on-site food concession sales or distribution by LLB Partners, if available, which may be subject to a non-commissionable agreement. Assist with securing local food permits, if applicable.
- viii. Provide a secure location and volunteer assistance for souvenir sales throughout the event. Work with LLB to coordinate product offering and point-of-sale technology to be used for on-site sales. LLB will direct pricing of souvenir product. Work with LLB to coordinate a contract-printer, if needed for souvenir apparel. Provide financial tracking and record-keeping of all sales in coordination with LLB. Implement any special promotions that may assist with souvenir sales, in conjunction with LLB.
- ix. Provide a point of contact to be trained on managing and upkeep of the event website and social media, including visitor information, schedules, scores and statistics, news, and information. Follow guidelines provided by LLB for content posting.
- x. Assist LLB with the collection of all required documents for players, managers, coaches, umpires and volunteers.

- xi. Assist with media relations on-site during the event following guidelines from LLB, provide assistance to LLB videographers/photographers, broadcast partner, and media members to coordinate interviews and on-site filming as needed.
- xii. Provide appropriate staff to track game statistics using LLB partner scoring technology (e.g. GameChanger).
- xiii. Coordinate with the City of Greenville and LLB to facilitate improvements to Elm Street Park/Center as mutually agreed upon by all parties.

D. LLB:

- i. Provide Little League staff to support tournament preparations, operations, fan engagement, and execution of the LLSWS.
- ii. Make payment for housing expenses for all players, coaches, managers, interpreters, and umpires.
- iii. Make payment for the transportation of teams (including players, coaches, managers, and interpreters) to/from the LLSWS, excluding transportation during the tournament.
- iv. Provide \$25,000 of support to the LLSWS Committee and operations and for recognition of LLB Official Partners.
- v. Provide technology for the collection of all required forms including form release waivers, medical forms, training information, and other required information for all players, managers, coaches, umpires, and volunteers.
- vi. Secure an official event photographer and price parameters on required photographs, in coordination with Greenville Little League; include such usage rights and copyright ownership to LLB as directed by LLB.
- vii. Create and print the Official Event Program including relevant information about Greenville and the community. Secure a local printer to print team “inserts” to the Official Event Program that includes all team information.
- viii. Coordinate with LLB Partners to provide tournament, operational support, and fan engagement activities including, but not limited to:
 - a. Player uniforms including but not limited to the uniform jersey, pants, socks, visor/hat, cleats and jacket; equipment if provided including helmets, bats, backpacks, catcher’s gear, etc.
 - b. Manager/coach attire including polo, hat and footwear.
 - c. LLB approved softballs for games and team practice and warm-up.
 - d. On-site fan engagement activities (as determined by LLB and its Partners)
 - e. Appropriate quantities of apparel for volunteers to wear during the event when operating in an official capacity.
- ix. Coordinate with Greenville Tournament Committee for transportation for team arrivals and departures from Greenville.
- x. Permit a “Host Team” for the winner of the Little League (10-12 Year-Old) North Carolina Little League Softball tournament. The second-place team is permitted to travel to and participate in the Little League (10-12 Year-Old) Southeast Region Softball Tournament.

- xi. Provide comprehensive media, marketing, sponsorship, and sales requirements for tournament operations.
 - xii. Provide printed materials, technology assistance, website, and collateral for the event, signage, and other event materials as needed.
 - xiii. Coordinate with the City of Greenville and Greenville Little League to facilitate improvements to Elm Street Park/Center as mutually agreed upon by all parties. LLB is committed to discussing additional financial support on capital projects.
4. The Parties agree to support the promotion of the event, and any ancillary events for the LLSWS, with appropriate marketing and information sharing in the community, which may include LLSWS Opening Ceremonies, Athletes Unlimited Pro Games at East Carolina University, Official Sponsor Fan Zone, and other events that may be implemented during the Term of this Agreement.
5. **Indemnification.** To the maximum extent allowed by law, each party shall indemnify, defend, and save and hold the other parties harmless and each of their officers, directors, employees and representatives from each and every type of liability, cost, damages and/or expense (including reasonable outside attorneys' fees) arising out of any of the following: (a) any negligence or willful misconduct by the indemnifying party (including its parents, subsidiaries, affiliates, and each of their employees, agents and contractors) in connection with or related to this Agreement; (b) any violation of any law or governmental rule or regulation by the indemnifying party (including its parents, subsidiaries, affiliates, and each of their employees, agents and contractors) in connection with or related to this Agreement; or (c) any breach of this Agreement by the indemnifying party (including its parents, subsidiaries, affiliates, and each of their employees, agents and contractors).
6. **Insurance.** Each party shall maintain a policy of comprehensive general liability insurance, including public liability, bodily injury, sexual molestation and property damage, written by a company licensed to do business in the state of North Carolina, covering the uses contemplated by this agreement with combined single limits of no less than one million dollars per occurrence and two million dollars aggregate. Each party shall name all other parties as additional insureds for the use purposes of this agreement. Where applicable by law, each party shall maintain Worker's Compensation Insurance to meet the requirements of the Workmen's Compensation Laws of North Carolina.
7. **Background checks.** All volunteers, vendors and employees of any of the parties present at the LLSWS or any events associated with the LLSWS must successfully complete LLB's background check process prior to being granted access to the LLSWS or any events associated with the LLWSW. LLB has the right to deny access to any individual at the LLSWS solely at LLB's discretion based upon the results of their background check.

8. **Assignment.** This Agreement shall not be assigned by any party without the written consent of all other parties.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without reference to any conflict or choice of laws provision which would operate to make the internal laws of any jurisdiction applicable.
10. **Dispute Resolution.** In the event of any dispute arising out of or relating to this Lease, 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 prior to exercising their rights under law.
11. **Force Majeure.** The Parties shall be excused from the performance of any of each Party's obligations hereunder when such performance has been delayed, hindered or prevented by any cause or caused beyond such Party's reasonable control, which shall include, without limitation, labor disputes, riots, civil commotion or insurrection, war or war-like operations, invasion, rebellion, military or usurped power, sabotage, pandemic, epidemic, governmental restrictions (including restrictions on public gatherings), regulations or controls, court order and the acts of superior governmental authorities, inability to obtain any materials or services, fire or other casualties, natural disasters or acts of God or sudden failure of subsurface structures.

Signed and agreed to:

Little League Baseball, Incorporated
 Name: Patrick Wilson
 Title: Senior Vice President, Operations

 (Date)

 (Signature)

City of Greenville
 Name: Michael Cowin
 Title: City Manager, City of Greenville

 (Date)

 (Signature)

Greenville Little League
 Name: Brian Weingartz
 Title: League President

 (Date)

 (Signature)

Greenville-Pitt County Sports Comm.
 Name: Andrew Schmidt
 Title: Executive Director

 (Date)

 (Signature)

APPROVED AS TO FORM:

BY:

Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

Date:

Jacob Joyner, Director of Financial Services

Account Number

Project Code (if applicable)



City of Greenville, North Carolina

Meeting Date: 04/08/2024

Title of Item: Resolution Authorizing Submission of an Inflation Reduction Act Environmental and Climate Justice Community Change Grants Grant Application to the United States Environmental Protection Agency and Authorization to Execute an Agreement Upon Award

Explanation: EPA's new [Environmental and Climate Justice](#) Community Change Grants program (Community Change Grants) has announced a Notice of Funding Opportunity for approximately \$2 billion dollars in [Inflation Reduction Act](#) (IRA) funds in environmental and climate justice activities to benefit disadvantaged communities through projects that reduce pollution, increase community climate resilience, and build community capacity to address environmental and climate justice challenges. These place-based investments will be focused on community-driven initiatives to be responsive to community and stakeholder input. They are designed to deliver on the transformative potential of the IRA for communities most adversely and disproportionately impacted by climate change, legacy pollution, and historical disinvestments.

The Community Change Grants project will leverage partnerships among the City of Greenville and local community-based nonprofit organizations to provide an Emergency Operation and Distribution Center in north Greenville that will also provide office space and facilities for the City of Greenville Engineering Department. The facilities are proposed to use the latest in green technologies to be energy efficient, resilient to climate change, and reduce stormwater pollution and flooding while providing needed emergency facilities on the north side of the river during major flooding events.

Grant applications will be reviewed on a rolling basis as stated in the Notice of Funding Opportunity. Applicants selected for award will be notified as soon as possible after the evaluation and selection process is complete. The deadline for final submission of an application is November 21, 2024.

Fiscal Note: This Community Change Grants project is expected to cost approximately \$10-20 million. The grant program does not require a local match.

Recommendation: Adopt the attached resolution authorizing the filing/execution of the application and execution of grant agreement upon award for the Inflation Reduction Act Environmental and Climate Justice Community Change Grants Program.

ATTACHMENTS

[Resolution_Authorizing_Community Change Grant_Application.pdf](#)

RESOLUTION NO. 24-_____

RESOLUTION AUTHORIZING THE SUBMISSION OF AN INFLATION REDUCTION ACT ENVIRONMENTAL AND CLIMATE JUSTICE COMMUNITY CHANGE GRANTS APPLICATION TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND AUTHORIZATION TO EXECUTE AN AGREEMENT UPON AWARD

WHEREAS, on February 12, 2024, the United States Environmental Protection Agency (EPA) issued an amended notice of funding opportunity to solicit applications for the Environmental and Climate Justice Community Change Grants Program;

WHEREAS, approximately \$2 billion dollars in Inflation Reduction Act (IRA) funds will be awarded for environmental and climate justice activities to benefit disadvantaged communities through projects that reduce pollution, increase community climate resilience, and build community capacity to address environmental and climate justice challenges. These place-based investments will be focused on community-driven initiatives to be responsive to community and stakeholder input. They are designed to deliver on the transformative potential of the IRA for communities most adversely and disproportionately impacted by climate change, legacy pollution, and historical disinvestments.

WHEREAS, Grant applications will be reviewed on a rolling basis as stated in the Notice of Funding Opportunity. The deadline for final submission of an application is November 21, 2024.

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

1. That the City Manager is authorized to execute and file an application on behalf of the City of Greenville with the U.S. Environmental Protection Agency Environmental and Climate Justice Community Change Grants program to provide funding for an Emergency Operation and Distribution Center in north Greenville that will also provide office space and facilities for the City of Greenville Engineering Department.
2. That the City Manager is authorized to execute and file the Assurances and any other documents with the U.S. Environmental Protection Agency that may be required in connection with the intent of this Resolution.
3. That the City Manager, upon award, is authorized to execute grant and cooperative agreements on behalf of the City of Greenville, for the fulfillment of the transactions contemplated by this Resolution and set forth and execute affirmative minority business policies in connection with the projects.

ADOPTED this the 8th day of April, 2024.

P.J. Connelly, Mayor

CERTIFICATION

The undersigned duly qualified City Clerk, acting on behalf of the City of Greenville, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Greenville City Council on the 8th day of April, 2024.

Valerie Shiuwegar, City Clerk

Date

SEAL



City of Greenville, North Carolina

Meeting Date: 04/08/2024

Title of Item: First reading of an ordinance to repeal and replace Chapter 9 of Title 9 Stormwater Management and Control Ordinance

Explanation: The City of Greenville currently implements its Stormwater Management and Control Ordinance (Stormwater Management Ordinance) in order to comply with required state and federal rules and permits as well as local flood reduction initiatives. In April 2020, the North Carolina Environmental Management Commission adopted updates to the Tar-Pamlico and Neuse Nutrient Strategy rules. These updates were part of a legislatively mandated rules review procedure. The updates to the rules resulted in several changes that will have significant impact to the City of Greenville and other local governments implementing the rules. The City of Greenville is also newly named as a municipality required to implement the Neuse Nutrient rules in addition to the Tar-Pamlico Nutrient rules.

These changes require the City to amend its Stormwater Management Ordinance and programs. The changes affect how nutrients are calculated and mitigated, when stormwater control measures are required, built-upon area limitations for new development, and annual reporting requirements. This process also provides opportunity to review local stormwater requirements that could be considered for amendment. Some of these options include modifications to the local detention requirements, creation of a City-owned nutrient offset bank, offering fee-in-lieu options, and more.

In an effort to address the mandated changes as well as some of the optional modifications noted above, City Council appointed a stakeholder committee of engineers, developers, environmental professionals, and others in December of 2020. The role of the Stormwater Regulatory Committee (SRC) was to assist staff in reviewing the City's current stormwater management program and ordinances and to provide recommendations for a sustainable program.

The SRC has met 12 times over a year to explore and consider all of the impacts these changes will have on the community and develop procedures for compliance moving forward. The committee members and staff contributed many additional hours beyond the meetings to review ordinance language, investigate options, and develop recommendations for a sustainable and equitable stormwater program that best serves the entire community. A summary of these recommendations is attached as well as a letter of support signed by each member of the committee (Attachment A).

The attached ordinance (Attachment B) has been reviewed and approved by the NC Department of Environmental Quality (NCDEQ) and the NC Environmental Management Commission. The repeal and replacement of the entirety of Part II, Title 9, Chapter 9 of City Code is necessary to adequately ensure uniform compliance with applicable law and program updates. The ordinance must be adopted by City Council and effective no later than July 1st, 2024.

Pursuant to the provisions of G.S. 160D-601, a notice of the public hearing has been published in The Daily Reflector once a week for two successive calendar weeks not less than 10 days nor more than 25 days before the date scheduled for the hearing.

The proposed ordinance includes criminal sanctions. N.C. Gen. Stat. § 160A-175(b) provides: "Notwithstanding G.S. 160A-75, no ordinance specifying a criminal penalty may be enacted at the meeting in which it is first introduced." Staff provided an overview of the ordinance at the February 5, 2024 City Council workshop. This will be a first reading and preliminary vote on the ordinance. The item will be brought back at the April 11, 2024 City Council meeting for a second reading, public hearing, and adoption by City Council.

Fiscal Note: No funding required.

Recommendation: As required by the above referenced North Carolina General Statute, Council will take a preliminary vote on the proposed ordinance. Council will then consider the item again at its April 11, 2024, for a second reading and adoption.

ATTACHMENTS

[Ordinance to Repeal and Replace Part II Title 9 Chapter 9 of the Code of Ordinances City of Greenville.pdf](#)

ORDINANCE NO. 24-_____

AN ORDINANCE TO REPEAL AND REPLACE PART II, TITLE 9, CHAPTER 9 OF THE
CODE OF ORDINANCES, CITY OF GREENVILLE

WHEREAS, the City Council of the City Greenville desires to revise Part II, Title 9, Chapter 9 of the Code of Ordinances, City of Greenville to conform to applicable North Carolina law, including but not limited to Article 14, Section 5 of the Constitution of North Carolina; North Carolina General Statutes Chapter 143-214.7 and rules promulgated by the Environmental Management Commission thereunder; Chapter 143-215.6A; Chapter 153A-454; and Chapter 160A, Chapter 160D, §§ 174, 185, 459 which authorizes the City to adopt ordinances regulating stormwater runoff for the purpose of protecting the surface waters of the State;

WHEREAS, Part II, Title 9, Chapter 9 of the Code of Ordinances, City of Greenville has not been substantially revised since 2013 with the majority of the Chapter not having been revised since the original adoption in 2004;

WHEREAS, the repeal and replacement of the entirety of Part II, Title 9, Chapter 9 of the Code of Ordinances, City of Greenville is necessary to adequately ensure uniform compliance with applicable law and program updates;

WHEREAS, the City of Greenville is designated by 15A NCAC 02B .0711 to implement the Neuse Nutrient Strategy Stormwater Rules and 15A NCAC 02B .0731 to implement the Tar-Pamlico Nutrient Strategy Stormwater Rules; and

WHEREAS, the implementation of the Neuse and Tar-Pamlico Nutrient Strategy Rules satisfies the requirement to regulate post-construction site runoff under the City of Greenville National Pollutant Discharge Elimination System (NDPES) Phase II Municipal Separate Storm Sewer System (MS4) Permit NCS000437;

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

SECTION 1. That Part II, Title 9, Chapter 9 of the Code of Ordinances, City of Greenville, is hereby repealed and replaced as amended to now read as follows:

CHAPTER 9: STORMWATER MANAGEMENT AND CONTROL

Section

| | |
|--------|--|
| 9-9-1 | Title |
| 9-9-2 | Authority |
| 9-9-3 | Purposes |
| 9-9-4 | Definitions |
| 9-9-5 | Applicability; Exclusions |
| 9-9-6 | Administration and Procedures |
| 9-9-7 | Existing Stormwater Control Measures |
| 9-9-8 | Stormwater Alteration Permit |
| 9-9-9 | Protection of Riparian Areas |
| 9-9-10 | Nitrogen and Phosphorus Loading Rate Targets |
| 9-9-11 | Control and Treatment of Runoff Volume |
| 9-9-12 | Methods to Meet Nutrient Control Requirements |
| 9-9-13 | Impervious Surface Averaging |
| 9-9-14 | Stormwater Control Measures (SCMs) and Detention Facilities |
| 9-9-15 | Attenuation Requirements |
| 9-9-16 | Payment In Lieu of Attenuation |
| 9-9-17 | Drainage System Responsibility |
| 9-9-18 | Variances |
| 9-9-19 | SCM Acceptance and Warranty |
| 9-9-20 | SCM Inspection and Maintenance |
| 9-9-21 | Qualified Professional Status |
| 9-9-22 | Drainage Assistance Projects Located Outside of City-Owned Rights-of-Way |
| 9-9-23 | Acceptance of Maintenance Responsibility for Open Channels by the City |
| 9-9-24 | Illicit discharges and Connections |
| 9-9-25 | Enforcement |
| 9-9-26 | Appeals |

SEC. 9-9-1 TITLE.

This chapter shall be known and may be cited as the City of Greenville’s “Stormwater Management and Control Ordinance” or this chapter.

SEC. 9-9-2 AUTHORITY.

The City of Greenville is authorized to adopt this ordinance pursuant to North Carolina law, including but not limited to Article 14, Section 5 of the Constitution of North Carolina; North Carolina General Statutes Chapter 143-214.7 and rules promulgated by the Environmental Management Commission thereunder; Chapter 143-215.6A; Chapter 153A-454; and Chapter 160A, §§ 174, 185, and , Chapter 160D, including § 925.

SEC. 9-9-3 PURPOSES.

(A) This chapter is adopted for the purposes of:

- (1) Protecting the public health, safety and welfare by controlling the discharge of pollutants into the stormwater drainage system and waters of the state;
- (2) Promoting the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by regulations designed to control the rate of release of stormwater runoff of certain developments where the rate of runoff has been significantly increased;
- (3) Promoting activities directed toward the maintenance and improvement of surface and ground water quality;
- (4) To protect the riparian buffer along intermittent and perennial streams;
- (5) Limiting the nitrogen and phosphorus load from development;
- (6) Satisfying the requirements imposed upon the City of Greenville under the Tar-Pamlico Stormwater Rule (15A NCAC 2B .0731), the Neuse Stormwater Rule (15A NCAC 02B .0711), and the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) discharge permit issued by the North Carolina Department of Environmental Quality (NCDEQ); and
- (7) Establishing administration and enforcement procedures through which these purposes can be fulfilled.

(B) The provisions of this chapter are supplemental to regulations administered by federal and state governments.

SEC. 9-9-4 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless other provisions of this ordinance specifically indicate otherwise.

Built-upon area (BUA). Has the same meaning as in N.C.G.S. 143-214.7.(b2).

City. The City of Greenville, North Carolina.

City Engineer. The City Engineer of the City of Greenville, North Carolina

Common plan of development. Has the same meaning as in 15A NCAC 02H .1002(8).

Detention facility. A facility, constructed for the purpose of detaining stormwater runoff from a developed site to control the peak discharge rates. A detention facility does not provide water quality treatment the way a Stormwater Control Measure (SCM) does.

Development. Has the same meaning as in N.C.G.S. 143-214.7(a1)(1).

Development approval. Has the same meaning as N.C.G.S. 160D-102(13)

Ditch. An open channel constructed to transfer stormwater from one area to another. This does not include any open channel that is classified as a perennial or intermittent stream or a swale.

Drainage easement. A written, recorded easement granted for the installation and maintenance of the stormwater drainage system and/or along a natural stream or watercourse for preserving the channel and providing access for maintenance and operation.

Drainage requirements.

- (1) Minimum drainage standards as established by this chapter;
- (2) Regulations promulgated by the Public Works Department or Engineering Department of the city;
- (3) Obligations and requirements relating to drainage established under the Subdivision Control Ordinance of the city, as set forth in Title 9, Chapter 5;
- (4) Requirements stated under the Zoning Ordinance of the city as set forth in Title 9, Chapter 4, including floodway zoning requirements; and
- (5) Conditions relating to drainage attached to a grant of variance by the Board of Adjustment of the city.

Dispersed flow. Has the same meaning as in 15A NCAC 02H .1002(13).

Existing built-upon area. The built-upon area or net equivalent amount of built-upon area resulting from existing development.

Existing development. Has the same meaning as in 15A NCAC 02H .1002(17).

Exposure of prohibited substances. Any unlawful disposal, placement, emptying, dumping, spillage, leakage, pumping, pouring, emission or other discharge of any substance other than stormwater, unless associated with permitted activity as identified in section 9-9-16(A), upon the land in such proximity to the stormwater drainage system, such that the substance is likely to reach the stormwater drainage system.

Extraterritorial jurisdiction. The area beyond the city limits within which the planning, zoning and building regulations of the city apply in accordance with state law. The area is delineated on the official zoning map for the city.

Illicit connection. Any unlawful connection that allows the discharge of prohibited non-stormwater to the stormwater drainage system in violation of this chapter.

Illicit discharge. Any unlawful disposal, placement, emptying, dumping, spillage, leakage, pumping, pouring, emission or other discharge of any substance other than stormwater, unless associated with permitted activity as identified in section 9-9-16(A), into the stormwater drainage system.

Jurisdictional stream. A stream that has been determined to be either perennial or intermittent by the North Carolina Department of Environmental Quality (NCDEQ) or the United States Army Corps of Engineers (USACE).

Land-disturbing activity. Any use of the land by any person in residential, industrial, educational, institutional or commercial development, highway and road construction and maintenance that results in a change in the natural cover or topography and that may cause or contribute to sedimentation.

Like-new condition. Used to describe a compliant Stormwater Control Measure at the warranty inspection. The SCM shall have no visible erosion or accumulation of sediment, proper established vegetation per the design, and be functioning as designed.

Manual of Standard Details and Design (MSDD). The most current published version of the City’s Manual of Standard Details and Design approved by the City Engineer.

Major variance. Any variance of this ordinance that is not a “minor variance” as that term is defined in this section. For any provisions in this ordinance that are more stringent than the minimum applicable Neuse (15A NCAC 02B .0711) or Tar-Pamlico (15A NCAC 02B 0.731) rules, a variance to this ordinance is not considered a major variance as long as the result of the variance is not less stringent than the minimum requirements of those rules.

Minimum Design Criteria (MDC). The requirements stated in 15A NCAC 02H .1050 through .1062.

Minor variance. A variance from the minimum applicable Neuse or Tar-Pamlico Stormwater rules that results in the relaxation of up to 10 percent of any density, or minimum lot size requirement applicable to low density development, or the relaxation of up to five percent of any density, or minimum lot size requirement applicable to high density development.

Municipal separate storm sewer system (MS4). Pursuant to 40CFR 122.26(b) a conveyance system of conveyances (including without limitation: roads with drainage systems, municipal streets, catch basins, stormwater detention facilities, curbs, gutters, ditches, natural or man-made channels, or storm drains), that:

- (1) Is located within the corporate limits of Greenville, North Carolina;
- (2) Is owned or operated by the city ;
- (3) Discharges to waters of the state or another municipal system, excluding publicly owned treatment works, and lawful connections thereto, which in turn discharge into the waters of the state.
- (4) Designed or used for collecting or conveying stormwater;
- (5) Which is not a combined sewer; and
- (6) Which is not part of a Publicly Owned Treatment Works (POTW) as defined in 40 GFR 122.2.

NCDEQ. North Carolina Department of Environmental Quality

NPDES or National Pollutant Discharge Elimination System. A program implemented pursuant to the Federal Water Pollution Control Act and corollary state law by NCDEQ to eliminate the discharge of pollutants to waters of the United States and waters of the state.

One-year, five-year, ten-year and 25-year, 24-hour storm events. The maximum amount of rainfall during a 24 consecutive hour period expected, per the stated interval, as determined by the National Oceanic and Atmospheric Administration (NOAA) Precipitation Frequency Data Server (PFDS).

Ordinance. This ordinance – the Stormwater Management and Control Ordinance.

Pollutant. Has the same meaning as in 33 U.S.C. 1362(6)

Primary SCM. Has the same meaning as in 15A NCAC 02H .1002(37)

Private Drainage. Any portion of the stormwater drainage system that is not “public drainage” as defined in this section.

Project. Has the same meaning as in 15A NCAC 02H .1002(38).

Public Drainage. Any portion of the stormwater drainage system that conveys “public runoff” as defined in this section, excluding stormwater control measures and detention facilities not owned or operated by the city.

Public runoff. Stormwater runoff wholly or partially from publicly owned rights-of-way, owned or operated by the city or North Carolina Department of Transportation (NCDOT), and from city-owned property.

Qualified professional. As determined by the Stormwater Administrator an individual who both: has received a baccalaureate or postgraduate degree in the natural sciences or engineering; and is trained and experienced in stormwater treatment techniques and related fields as may be demonstrated by state registration, professional certification, or completion of coursework that enable the individual to make sound, professional judgments regarding stormwater control/treatment and drainage planning and subject to the requirements of Section 9-9-21.

Record Drawings. A set of plan drawings from site survey information reflecting actual development as it was constructed. Minimum information to be included in the record drawings is established in the City of Greenville Manual of Standard Designs and Details.

Redevelopment. Has the same meaning as in N.C.G.S. 143-214.7 (a1)(2)

Registered professional. An individual who is registered in the State of North Carolina as a professional engineer.

Riparian buffer. The 50-foot wide area directly adjacent to surface waters in the Tar-Pamlico and Neuse River Basins (intermittent streams, perennial streams, lakes, ponds and estuaries), excluding wetlands. For the purpose of this definition, a surface water shall be present if the feature is approximately shown on either the most recent version of the soil survey map by the Natural Resources Conservation Service of the United States Department of Agriculture or the most recent version of the 1:24,000 scale (7.5 minute) quadrangle topographic maps prepared by the United States Geologic Survey (USGS).

Stormwater. Has the same meaning as defined in N.C.G.S. 143-213(16a).

Stormwater Administrator. The City Engineer or his or her designee responsible for all decisions concerning application and enforcement of the stormwater management and control ordinance, programs, and policies and any matters related to the program.

Stormwater Control Measures (SCMs). Has the same meaning as 15A NCAC 02H .1002(49)

Stormwater drainage system. The system of natural features and constructed devices that collect and transport stormwater. Those include, but are not limited to, swales, ditches, swamps, rivers, streams, creeks, branches, lakes and reservoirs, ponds, inlets, catch basins, pipes and drains, culverts and head walls.

Stormwater management program. Program designed to protect water quality by controlling the level of pollutants in, and the quantity and flow of, stormwater.

Surface drainage. A system by which the stormwater runoff is conducted to an outlet. This would include the proper grading of parking lots, streets, driveways and yards so that stormwater runoff is removed without ponding and flows to the stormwater drainage system.

Swale. A natural or constructed waterway, usually broad and shallow, covered with erosion-resistant grasses, used to convey surface water from a field, diversion or other site feature.

- (1) A swale for the sole purpose of conveyance shall have characteristics as identified in the MSDD.
- (2) A treatment swale for the purpose of water quality treatment shall be classified as a Stormwater Control Measure and shall meet the minimum design criteria as established in 15A NCAC 2H .1061.

Vegetated conveyance. Has the same meaning as in 15A NCAC 02H .1002(52)

Watershed Master Plan(s). Detailed hydraulic studies completed by the City of Greenville to evaluate existing flooding, water quality, and erosion problems, recommend and prioritize stormwater capital improvements, and map and inventory existing stormwater drainage system components. These plans include: Greens Mill Run Watershed Master Plan, Swift Creek Watershed Master Plan, Fork Swamp Watershed Master Plan, Hardee Creek Watershed Master Plan, Harris Mill Run / Schoolhouse Branch Watershed Master Plan, Parkers Creek / Johnsons Mill Run Watershed Master Plan, and Meetinghouse Branch Watershed Master Plan.

Waters of the state. Has the same meaning as in N.C.G.S. 143-212(6).

SEC. 9-9-5 APPLICABILITY; EXCLUSIONS.

(A) Beginning with and subsequent to its effective date, this ordinance shall be applicable to all development and expansion of development throughout the corporate limits and extraterritorial jurisdiction of the City of Greenville unless exempt pursuant to this ordinance.

(B) The following are exempt from this ordinance:

- (1) Single family and duplex residential and related recreational development and expansion of development that disturbs less than one acre;
- (2) Commercial, industrial, institutional, multifamily residential or local government development that disturbs less than one half acre and does not expand existing structures on a parcel;
- (3) Commercial, industrial, institutional, multifamily residential or local government development that disturbs less than one half acre and expands existing structures on a parcel and, but does not result in a cumulative built-upon area for the parcel exceeding twenty-four (24) percent;
- (4) Development of an individual single-family or duplex residential lot that is not part of a larger common plan of development or sale and does not result in greater than five (5) percent built-upon area on the lot;
- (5) Existing development or redevelopment pursuant to N.C.G.S. 143-214.7(b3);
- (6) Development or expansion of development with a vested right per the standards of N.C.G.S. 160D-108;
- (7) Development or expansion of development for which the permit application was submitted prior to adoption of this ordinance;
- (8) Activities subject to requirements of the Neuse Agriculture Rule (15A NCAC 02B .0712) or Tar-Pamlico Agriculture Rule (15A NCAC 02B .0732), provided that agricultural master plan communities subject to Section 9-4-161 of the Zoning ordinance meet the attenuation requirements of Sections 9-9-15 of this ordinance; and
- (9) Any area or subject matter where federal, state or local government, including their agencies, have jurisdiction preempting the city unless intergovernmental agreements have been established giving the city enforcement authority.

(C) No development or expansion of development shall occur except in compliance with the provisions of this ordinance or unless exempted. No development or expansion of development for which a permit is required pursuant to this ordinance shall occur except in compliance with the provisions, conditions, and limitations of the permit.

SEC. 9-9-6 ADMINISTRATION AND PROCEDURES.

(A) The City Engineer or his or her designee shall serve as the Stormwater Administrator and shall be responsible for all decisions concerning application and enforcement of the ordinance, programs, and policies and any matters related to the program.

(B) *Stormwater Management Permit*

- (1) A stormwater management permit is required for all development and expansion of development unless exempt pursuant to this ordinance. A permit may only be issued subsequent to a properly submitted and reviewed permit application, pursuant to this section.
- (2) A stormwater management permit shall govern the design, installation, construction, operation, and maintenance of stormwater management and control practices on the site, including stormwater control measures and elements of site design for stormwater management other than stormwater control measures.
- (3) The permit is intended to provide a mechanism for the review, approval, and inspection of the approach to be used for the management and control of stormwater for the development site consistent with the requirements of this ordinance, whether the approach consists of stormwater control measures or other techniques such as low-impact or low-density design. The permit continues in existence indefinitely for the life of the development. Expansion or redevelopment of a permitted development may require amendment to the stormwater management permit. Continued compliance after project construction is assured by the deed restriction and inspection and maintenance provisions of this ordinance.

(C) *Stormwater Management Permit Application Submittal*

- (1) A permit application may be submitted by the landowner, a lessee or person holding an option or contract to purchase or lease the land for the proposed development, or an authorized agent of the landowner. An easement holder may also apply for a permit for development as is authorized by the easement.
- (2) The City Council will establish and revise from time-to-time permit application review fees, as well as policies regarding refund of any fees upon withdrawal of an application. The fees will be set to recoup the City's costs in permit application review.
- (3) The Stormwater Administrator shall establish requirements for the content and form of all applications and shall amend and update those requirements from time to time. The Stormwater Administrator shall establish a checklist of minimum required information to constitute a complete application. The Stormwater Administrator shall compile the application requirements, submission schedule, fee schedule, a copy of this ordinance, form notice of deed restrictions or protective covenants, and information on how and where to obtain the Manual of Standard Details and Design in an Administrative Manual, which shall be made available to the public
- (4) At a minimum, the stormwater permit application shall describe in detail how *post-development* stormwater runoff will be controlled and managed, the design of all stormwater facilities and practices, and how the proposed *project* will meet the requirements of this ordinance.
- (5) The applicant must also acknowledge and consent to the recordation of deed restrictions or covenants that prevent the removal or alteration of SCMs or detention facilities without the Stormwater Administrator's prior consent.
- (6) All such plans shall be prepared by a qualified registered North Carolina professional engineer, surveyor, soil scientist or landscape architect, and the engineer, surveyor, soil scientist or landscape architect shall perform services only in their area of competence, and shall verify and certify that the design of all stormwater management facilities and practices meets the submittal requirements for complete applications, that the designs and plans comply with applicable standards promulgated pursuant to this ordinance, including those set forth in the Manual of Standard Designs and Details.
- (7) The Stormwater Administrator shall establish a submission schedule for applications. The schedule shall establish deadlines by which complete applications must be submitted for the purpose of ensuring that there is adequate time to review applications, and that the various stages in the review process are accommodated.
- (8) Applications for a stormwater management permit shall be submitted to the Stormwater Administrator pursuant to the application submittal schedule in the form established by the Stormwater Administrator, along with the appropriate information pursuant to this section.
- (9) An application shall be considered as timely submitted only when it contains all elements of a complete application pursuant to this ordinance. If the Stormwater Administrator finds that an application is incomplete, the applicant shall be notified of the deficient elements within 5 business days and shall be provided with an opportunity to submit a complete application. However, the submittal of an incomplete application shall not suffice to meet a deadline contained in the submission schedule established above.
- (10) Before a stormwater management permit application is submitted, the applicant may request a consultation on a concept plan for the post-construction stormwater management to be utilized in the proposed development project. This consultation meeting should take place at the time of the preliminary plan of subdivision or other early step in the development process. The purpose of this meeting is to discuss the stormwater management measures necessary for the proposed project, as well as to discuss and assess constraints, opportunities and potential approaches to stormwater management designs before formal site design engineering is commenced.

(D) *Stormwater Management Permit Application Review and Approval*

- (1) The Stormwater Administrator shall establish a review schedule for applications. The schedule shall establish deadlines by which complete applications are reviewed and a determination is made as to whether the application complies with the standards of this ordinance. This review schedule may distinguish different review periods for initial application submittals from revised application submittals.

- (2) Within the review schedule the Stormwater Administrator shall review the application and determine whether the application complies with the standards of this ordinance.
- (3) If the Stormwater Administrator finds that the application complies with the standards of this ordinance, the Stormwater Administrator shall approve the application and issue the stormwater management permit for the project. The Stormwater Administrator may impose conditions of approval as needed to ensure compliance with this ordinance. The conditions shall be included as part of the approval.
- (4) If the Stormwater Administrator finds that the application fails to comply with the standards of this ordinance, the Stormwater Administrator shall notify the applicant and shall indicate how the application fails to comply. The applicant shall have opportunity to submit a revised application.
- (5) A complete revised application shall be reviewed by the Stormwater Administrator pursuant to the established review schedule after its re-submittal and shall be approved, approved with conditions or disapproved and the applicant shall have opportunity to submit a revised application.
- (6) If a revised application is not re-submitted within a period of six consecutive months from the date the applicant was notified, the application shall be considered withdrawn, and a new application submittal shall be required.
- (7) Approval and issuance of the stormwater management permit authorizes the applicant to go forward with only the specific plans and activities authorized in the permit. The approval shall not be construed to exempt the applicant from obtaining other applicable approvals from local, state, and federal authorities.
- (8) Pursuant to N.C.G.S. 160D-108 an approved permit shall become null and void if the applicant fails to make substantial progress on the site within the applicable vesting period.

(E) Record Drawings, Deed Restrictions or Protective Covenants, and Final Approvals

- (1) Upon completion of a project, the applicant shall certify that the completed project is in accordance with the approved stormwater management plans and designs, and shall submit record drawings for all stormwater control measures or detention facilities after final construction is completed.
- (2) The applicant shall further certify to the Stormwater Administrator that the notice of deed restrictions or protective covenants preventing the removal or alteration of the SCMs and detention facilities reflected in the approved plans without the Stormwater Administrator's prior consent has been recorded in the chain of title on the development property with the Register of Deeds, Pitt County, with a copy of the recorded document.
- (3) The Stormwater Administrator shall establish the submittal format and a checklist of minimum required information to be included in the record drawing submittal. The licensed professional who designed the stormwater control measures, detention facilities, and plans shall certify, under seal, that the stormwater control measures, detention facilities, controls, and devices are constructed and in compliance with the approved stormwater management plans and designs and with the requirements of this ordinance.
- (4) No certificate of compliance or occupancy shall be issued without final record drawings, the certification of recording the notice of deed restrictions or private covenants, and a final inspection and approval by the Stormwater Administrator, except where financial sureties have been submitted to and approved by the Stormwater Administrator to ensure compliance with this ordinance.

SEC. 9-9-7 EXISTING STORMWATER CONROL MEASURES

(A) For projects draining to and relying upon an existing detention facility or SCM for compliance with this ordinance, the existing detention facility or SCM must be in compliance at the time of site plan or residential final plat approval unless a written plan of action to bring them into compliance is submitted to and approved by the Stormwater Administrator.

(B) No certificate of compliance or occupancy shall be issued without a final inspection and approval by the Stormwater Administrator of such existing SCMs or detention facilities, except where financial sureties have been submitted to and approved by the Stormwater Administrator to ensure compliance with this ordinance.

SEC. 9-9-8 STORMWATER ALTERATION PERMIT.

(A) No person shall construct, repair or alter the stormwater drainage system for the purpose of draining water from any land or premises unless he shall have first applied for and obtained therefore a permit from the city engineer. It is unlawful for any person to perform any work or make any alteration for which a permit is required under this section except in compliance with said permit.

(B) The application shall be in writing and on a form provided by the city engineer.

(C) The city engineer shall issue the permit unless the city engineer finds that the construction or repair work or alternations proposed would be contrary to the provisions of this article. The city engineer may impose reasonable conditions upon the issuance of the permit to ensure compliance with this article which conditions may include, but shall not be limited to, specifications of the materials to be used and the manner in which the work or alteration is to be performed.

SEC. 9-9-9 PROTECTION OF RIPARIAN AREAS.

(A) The Tar-Pamlico riparian buffer protection rule, 15A NCAC 2B .0734 and Neuse riparian buffer rule, 15A NCAC 02B .0714, require that 50-foot riparian buffers be maintained on all sides of intermittent and perennial streams, ponds, lakes and estuarine waters in the basin. The buffer rule provides for certain “allowable” uses within the buffer with NCDEQ approval, such as road and utility crossings.

(B) The City shall disapprove any new development activity proposed within the first 50 feet adjacent to a waterbody that is shown on either the USGS 7.5 minute topographic map or the NRCS soil survey map unless the owner can show that the activity has been approved by NCDEQ. NCDEQ approval may consist of the following:

- (1) An on-site determination that surface waters are not present;
- (2) An authorization certificate from NCDEQ for an “allowable” use such as a road crossing or utility line, or for a use that is “allowable with mitigation” along with a NCDEQ-approved mitigation plan. A table delineating such uses is included in the buffer rule;
- (3) An opinion from NCDEQ that vested rights have been established for the proposed development activity; and/or
- (4) A letter from NCDEQ documenting that a variance has been approved for the proposed development activity.

(C) After site development, it shall be the responsibility of the landowner or person in possession or control of the land to properly maintain all SCMs necessary to meet the requirements of the riparian buffer rules.

SEC. 9-9-10 NITROGEN AND PHOSPHORUS LOADING RATE TARGETS.

(A) The project shall meet one or a combination of the following for the entire project area:

- (1) Projects draining to the Tar-Pamlico river basin shall meet a nitrogen loading rate target of 4.0 pounds per acre per year (lbs/ac/yr) and a phosphorus stormwater loading target of 0.8 lbs/ac/yr, OR
- (2) Projects draining to the Neuse river basin shall meet a nitrogen loading rate target of 3.6 pounds per acre per year (lbs/ac/yr). Projects draining to the Neuse river basin are not required to meet phosphorus loading rate targets, OR
- (3) Projects meet “runoff volume match” as defined in 15A NCAC 02H .1002.

(B) The project area used for nutrient calculation and stormwater requirements includes the site area less any existing built-upon area. The project density used for determining stormwater requirements is the amount of built-upon area subject to this ordinance at project completion divided by the project area.

(C) The developer shall determine the nitrogen and phosphorus loading generated from the project area without engineered stormwater controls, and determine the needed nitrogen or phosphorus reduction by using the approved accounting tool.

(D) The nitrogen and phosphorus loading standards in this ordinance are supplemental to, not replacements for, stormwater standards otherwise required by federal, state or local law, including without limitation any riparian buffer requirements applicable to the location of the development. This includes, without limitation, the riparian buffer protection

requirements of 15A NCAC 02B .0714, 15A NCAC 02B .0734 and 15A NCAC 02B .0295.

SEC. 9-9-11 CONTROL AND TREATMENT OF RUNOFF VOLUME.

(A) All projects not subject to more stringent standards shall meet the stormwater system design requirements set forth in 15A NCAC 02H .1003. Projects shall use a project density threshold of twenty-four (24) percent built-upon area or greater, whereupon high-density stormwater design is required. All engineered stormwater controls will meet the standards set in the Manual of Standard Designs and Details (MSDD) and the state's Minimum Design Criteria (MDC), 15A NCAC 02H .1050 through .1062.

(B) Where high-density stormwater design is required, stormwater systems shall meet the standards set forth in 15A NCAC 02H .1003(3) and be designed to control and treat the volume of runoff generated from all built-upon area by one inch of rainfall or equivalent runoff volume in one or more Primary SCMs or combination of Primary and Secondary SCMs that provides equal or better treatment. These projects may utilize offsite SCMs dedicated to treating an area encompassing the project.

(C) Phased projects may have a combination of low-density and high-density phases.

(D) Low density projects or phases may be expanded and redeveloped to increase to high-density at which time the high-density requirements in part B of this section shall apply to the project or phase.

SEC. 9-9-12 METHODS TO MEET NUTRIENT CONTROL REQUIREMENTS.

(A) Projects subject to this ordinance shall meet nitrogen and phosphorus loading targets through one or a combination of the following methods:

- (1) Projects may reduce nitrogen or phosphorus through any combination of SCMs treating runoff on the site or in an approved offsite regional stormwater control measure. The developer shall calculate the nitrogen and phosphorus reduction provided by these controls using the approved accounting tool.
- (2) Sufficient nitrogen or phosphorus reduction needs not provided by SCMs serving the project shall be acquired prior to construction through the use of permanent nutrient offset credits pursuant to the Nutrient Offset Credit Trading Rule, 15A NCAC 02B .0703. The Stormwater Administrator shall issue a letter, as condition of the approval, that documents the needed nitrogen or phosphorus credits and the location of the project with relation to hydrologic unit code (HUC). All offset measures permitted by this ordinance shall meet the requirements of 15A NCAC 02B .0703.
- (3) Proposed development undertaken by a local government solely as a public road expansion or public sidewalk project, or proposed development subject to the jurisdiction of the Surface Transportation Board, may meet nitrogen and phosphorus reduction needs for the project entirely through the use of permanent nutrient offset credits pursuant to the Nutrient Offset Credit Trading Rule, 15A NCAC 02B .0703.

(B) Permanent nutrient offset credits shall be acquired pursuant to NCGS 143-214.26 and 15A NCAC 02B .0703 prior to the start of construction of the project through one of the following methods:

- (1) A private nutrient bank
- (2) Offsite offset provided by the developer and approved by the Stormwater Administrator
- (3) An offset option provided by the City of Greenville
- (4) Payment into the Riparian Buffer Restoration Fund established in NCGS 143-214.21.

(C) Excess permanent nutrient offset credits acquired beyond what is required for the project may not be applied to any other project.

SEC. 9-9-13 IMPERVIOUS SURFACE AVERAGING.

Impervious surface averaging allows development plans for two or more noncontiguous parcels to be submitted together and treated as a single project for density and nutrient loading calculations in order to meet the requirements of this ordinance.

(A) Application to use the impervious surface averaging option shall be included with the submittal of the stormwater management permit application. Application for impervious surface averaging shall include a plat showing the 2 (or more) properties and a binding legal agreement to be reviewed and approved by the Stormwater Administrator, and recorded prior to the issuance of a building permit. The Stormwater Administrator has the power to authorize, in specific cases, impervious surface averaging for projects that meet the criteria outlined below. The city, in its sole discretion, may accept or reject a

proposed paired-parcel, averaged- impervious surface development.

(B) The total amount of development (built-upon area) allowed for the paired parcels taken together cannot exceed the amount of built-upon area that would be allowed if the parcels were developed separately.

(C) Parcels being submitted for approval under this provision shall be submitted for development approval as a single proposal and shall be located in the same watershed basin.

(D) Parcels to be used in pairs can be located throughout the city, unless specifically prohibited herein, according to the following standards:

- (1) If one of the parcels is located in a water supply watershed critical area and one is located in a protected area, the critical area parcel shall not be developed.
- (2) Impervious surface averaging is not allowed between parcels when both are in the critical area of a protected watershed.

(E) Peak flow requirements in Section 9-9-XX must be calculated and controlled on the developing lot using the area of the developing lot only, so as to minimize drainage impact on downstream properties.

(F) Applicants shall agree to bind themselves and their successors in title, individually and collectively, to maintain the pattern of development proposed for so long as the requirements of this section are applicable. Parties to enforcement of such agreement shall include the city. No such agreement shall be accepted without approval of the staff attorney as to the legal sufficiency of the documents involved.

(G) The conservation easement must provide the City with standing to enforce it. The conservation easement, once approved by the Stormwater Administrator, must be recorded in the Register of Deeds Office, with a recorded copy provided to the Stormwater Administrator, before a building permit will be issued for the project.

SEC. 9-9-14 STORMWATER CONTROL MEASURES (SCMS) AND DETENTION FACILITIES

(A) Stormwater Control Measures and detention facilities in any new development shall be the entire and sole responsibility of the landowner except those natural streams, channels, ditches, branches and drainage outfall lines for which the city has accepted the responsibility for continuous maintenance.

(B) All detention facilities, SCMs, and stormwater management plans required under this ordinance shall be evaluated by the Stormwater Administrator according to the policies, criteria, and information, including technical specifications and standards and the specific design criteria for each stormwater practice in the city's Manual of Standard Designs and Details (MSDD), and the state's Minimum Design Criteria (MDC), 15A NCAC 02H .1050 through .1062. The Stormwater Administrator shall determine whether proposed engineered stormwater controls will be adequate to meet the requirements of this ordinance.

(C) Stormwater Control Measures that are designed, constructed, and maintained in accordance with the criteria and specifications in the MSDD and MDC will be presumed to meet the minimum water quality and quantity performance standards of this ordinance. Whenever an applicant proposes to utilize a practice or practices not designed and constructed in accordance with the criteria and specifications in the MSDD and MDC, the applicant shall have the burden of demonstrating that the practice(s) will satisfy the minimum water quality and quantity performance standards of this ordinance. The Stormwater Administrator may require the applicant to provide the documentation, calculations, and examples necessary for the Stormwater Administrator to determine whether such an affirmative showing is made.

(D) Disconnected Impervious Surface as defined in Chapter C-10 of the NCDEQ Stormwater Design Manual and MDC defined in 15A NCAC 02H .1060 are prohibited for use as an approved SCM for single-family developments. For other than single-family developments these SCMs must meet all required MDC in 15A NCAC 02H .1050 and .1060 as well as the following:

- (1) A recorded easement on the vegetated area and maintenance access to a public right-of-way,
- (2) Drawings that show any roof ridgelines and the drainage area to each SCM vegetated area,
- (3) Easements and inspections shall not include the area of building gutters and downspouts,
- (4) No other landscaping, equipment, fences, or improvements, with exception of subsurface utilities, are allowed within the SCM easement, and
- (5) The design engineer shall certify on record drawing, that the drainage area for each SCM vegetated area is per design.

(E) The Stormwater Administrator shall have the authority to disallow, limit, or include additional necessary design criteria for any type of detention facility or SCM that he/she has determined to be ineffective, unmaintainable, or

unenforceable in the City of Greenville.

SEC. 9-9-15 ATTENUATION REQUIREMENTS.

(A) At a minimum, new development and redevelopment as described in section 9-9-5 shall not result in a net increase in peak flow leaving the site from pre-development conditions for the one-year, five-year and ten-year, 6-hour storm events.

(B) New development and redevelopment, as described in section 9-9-5, in areas at special risk with well documented water quantity problems as determined by the Stormwater Administrator, shall not result in a net increase in peak flow leaving the site from pre-development conditions for the 25-year, 6-hour storm event.

(C) Peak flow leaving the site from pre-development conditions for the one-year, five-year, ten-year and 25-year, 6-hour storm events shall be calculated, and the plan shall be prepared and approved using the standards of the City Engineer, as set forth in the city's *Manual of Standard Designs and Details* and stormwater management program.

(D) The drainage plan as required by this section shall include but not be limited to a site plan showing existing proposed buildings, storm drainage facilities, ground cover, site construction plans with grading plan, and drainage system; drainage facility design data including area map, engineering calculations, area of impervious cover and total land area.

(E) In the event that literal interpretation of this section creates an undue hardship, the applicant may appeal to the Board of Adjustment for a variance in whole or in part from this section.

(F) No part of this section shall be applied to structures existing prior to the effective date of this section nor shall existing impervious ground cover be used in the calculation of runoff.

(G) New development and redevelopment, as described in section 9-9-5 is deemed compliant with the requirements of this section when meeting the conditions of an approved Public Private Partnership Development Agreement subject to NCGS 160D-1001

SEC. 9-9-16 PAYMENT IN LIEU OF ATTENUATION.

(A) Where a proposed development results in a net increase in peak flow from pre-development conditions, the applicant may choose to make a one-time payment of fees in lieu of required attenuation improvements if one or more of the following conditions are met::

- (1) The increase in peak flow between pre- and post-development conditions does not exceed 10% (note that this exemption makes it easier to conduct redevelopment activities); or
- (2) The development occurs in a part of a drainage basin in which no study, analysis, or watershed master plan identifies any component of the stormwater drainage system downstream of the development is insufficient to meet the desired level of service as determined by the city. The Engineering Department will maintain and publish a map identifying the areas ineligible for the payment of fees in lieu.

(B) Payment of fees shall be in accordance with the Manual of Fees adopted by City Council and determined based upon the impact of the development to peak flow from pre-development conditions.

(C) All fees collected by the City pursuant to this section shall be deposited in the stormwater management fund and used only for the design and installation of stormwater capital improvements.

(D) Full payment shall be made prior to the issuance of any building permit for any use covered by the development plan.

(E) The map of areas ineligible to use the payment of fees in lieu of attenuation will be regularly updated as updates or additional watershed master plans are conducted or as improvements are made to the stormwater drainage system.

- (1) The developer may apply to amend the boundaries of the published map by submitting a request and sufficient survey to the Stormwater Administrator.
- (2) The Stormwater Administrator will approve, deny, or request additional information for the application to amend the map within 30 days.
- (3) If the requested amendment is approved, the map shall be updated and published to reflect the amendment.
- (4) If the requested amendment is denied, the developer may file an appeal pursuant to Section 9-9-9 of this ordinance.

SEC. 9-9-17 DRAINAGE SYSTEM RESPONSIBILITY.

(A) Storm drainage systems shall be the entire and sole responsibility of the property owner except those natural streams, channels, ditches, branches and drainage outfall lines that carry public runoff for which the city has accepted the responsibility for continuous maintenance. All new subdivisions shall have drainage systems installed by the developer in accordance with Title 9, Chapter 5 of this Code.

(B) Any drainage ditch in a new development that conveys public runoff and will require a 48-inch diameter or smaller pipe must either be piped or designed and constructed to the standards as established in 15A NCAC 2H .1003(2)(c) for vegetated conveyances as part of a low-density development or 15A NCAC 2H .1061 for treatment swales. The required pipe size shall be as determined by the engineer for the developer and approved by the Stormwater Administrator .

(C) Vegetated conveyances subject to 15A NCAC 2H .1003(2) shall be the entire and sole responsibility of the property owner and shall have a maintenance plan and agreement on file in the office of the Stormwater Administrator per Section 9-9-20.

SEC. 9-9-18 VARIANCES.

- (A) Any person may petition the Board of Adjustment for a variance granting permission to use the person's land in a manner otherwise prohibited by this ordinance. Requests for a variance to the Board of Adjustment shall be made pursuant to Title 9, Article 5 of the City code.
- (B) For all proposed major and minor variances from the requirements of this ordinance, the Board of Adjustment shall make findings of fact in accordance with the procedures of N.C.G.S 160D-406 showing that:
- (1) there are practical difficulties or unnecessary hardships that prevent compliance with the strict letter of the ordinance;
 - (2) the variance is in harmony with the general purpose and intent of the local watershed protection ordinance and preserves its spirit; and
 - (3) in granting the variance, the project will ensure equal or better protection of waters of the State than the requirements of 15A NCAC 02B .0711 or 15A NCAC 02B .0731, and that the public safety and welfare have been assured and substantial justice has been done.
- (C) In the case of a request for a minor variance, the Board of Adjustment may vary or modify any of the regulations or provisions of the ordinance so that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done may impose reasonable and appropriate conditions and safeguards upon any variance it grants.
- (D) The Board of Adjustment may attach conditions to the major or minor variance approval that support the purpose of this ordinance. If the variance request qualifies as a major variance, and the Board of Adjustment decides in favor of granting the major variance, the Board shall then prepare a preliminary record of the hearing and submit it to the North Carolina Environmental Management Commission for review and approval. If the Commission approves the major variance or approves with conditions or stipulations added, then the Commission shall prepare a Commission decision which authorizes the City of Greenville to issue a final decision which would include any conditions or stipulations added by the Commission. If the Commission denies the major variance, then the Commission shall prepare a decision to be sent to the City of Greenville. The Board of Adjustment shall prepare a final decision denying the major variance.
- (E) Decisions of the Board of Adjustment on requests for a variance shall be subject to Superior Court review by proceedings in the nature of certiorari.

SEC. 9-9-19 SCM ACCEPTANCE AND WARRANTY.

(A) Upon initial construction inspection and approval by the Stormwater Administrator, the detention facility or SCM is warranted and maintained by the developer for a minimum of 12 months. During this time any repairs or maintenance shall be the responsibility of the developer.

(B) Not sooner than 11 months after initial construction inspection and approval, the developer may request the Stormwater Administrator to perform a warranty inspection of the detention facility or SCM. The Stormwater Administrator shall perform the warranty inspection within 30 days of the request. If the Stormwater Administrator fails to perform the warranty inspection within 30 days of the request, the city shall assume one-time responsibility for any required

maintenance or repairs to the detention facility or SCM in order to return it to “like-new condition”.

(C) The Stormwater Administrator will notify the developer of any required maintenance or repairs to the detention facility or SCM. The developer shall have 90 days to perform the required maintenance or repairs or to submit a written plan of action subject to approval of the Stormwater Administrator. Upon completing all required maintenance or repairs, the developer shall request a reinspection of the detention facility or SCM subject to part (G) of this section.

(D) If the Stormwater Administrator, upon inspection, finds the detention facility or SCM to be in “like-new condition”, he/she shall issue a warranty inspection approval notice at which time the developer may choose to transfer ownership and maintenance responsibilities to a permanent owner such as home owners association or property owners association.

SEC. 9-9-20 SCM INSPECTION AND MAINTENANCE.

(A) Each detention facility, vegetated conveyance, or SCM shall have a maintenance plan and agreement on file in the office of the Stormwater Administrator. Maintenance plans must be on file prior to construction and shall contain the following information:

- (1) Owner’s name or names;
- (2) Owner’s mailing address;
- (3) Deed book, page number or other recording information for the land containing the detention facility or SCM(s);
- (4) Any easements for maintenance, ingress, egress and regress to the detention facility or SCM(s);
- (5) A description of the detention facility or SCM(s);
- (6) Maintenance recommended for the detention facility or SCM(s) to achieve the maximum effect; and
- (7) Notarized signature of the owner of the detention facility or SCM(s) and statement that the owner understands the requirements of the rules and regulations for the detention facility or SCM(s).

(B) Each detention facility or SCM shall be maintained as required in the maintenance plan as to allow the detention facility or SCM to achieve its maximum effect. Maintenance is to be performed as needed.

(C) Maintenance of the detention facility or SCM includes maintaining access for the stormwater to reach and leave the detention facility or SCM, maintenance of the detention facility or SCM structure itself, and maintaining access to the detention facility or SCM for the purpose of inspections, maintenance and repairs.

(D) An annual maintenance and inspection report completed by a qualified professional shall be maintained by the owner for each detention facility or SCM in accordance with the operation and maintenance agreement submitted in the initial plan submittal. The annual report will describe the maintenance and repair activities of the subject year, including copies of inspection and repair logs, and note any needed modifications to the repair plan for the following year. Annual reports shall be provided to the Stormwater Administrator annually upon completion and kept on record for a minimum of five years. Records of annual and any other inspections required by the Operation and Maintenance agreement shall be made available to the city upon request.

(E) Annual inspection reports shall be submitted to the city in the form and method as determined by the Stormwater Administrator.

(F) If repairs or maintenance to the detention facility or SCM is required, the qualified professional will the maintenance required on the inspection report provided to the owner and the city. The owner will have 90 days from the receipt of the report to bring the detention facility or SCM into proper working order and provide a re-inspection report showing the detention facility or SCM is compliant.

(G) The qualified professional shall certify that the detention facility or SCM is fully functioning and operating as designed and intended.

(H) If any person, having been ordered to perform such maintenance, fails, neglects or refuses to perform the maintenance within 90 days from receipt of the order, the Director of Engineering shall, at his or her own discretion, have

employees of the city or other designated persons go upon said premises and perform the necessary maintenance.

(I) The cost of repairs and work completed by the city shall be the responsibility of the owner. The city will submit a statement of charges to be reimbursed by the owner. The owner shall have 30 days to remit payment.

(J) All detention facilities or SCM(s) shall be inspected by the city at least once every three years in addition to the inspections performed by the owner's qualified professional. This inspection by the city will be to verify consistency with inspections performed by the qualified professionals.

(K) The city will provide the owner and his/her qualified professional the inspection report and detail any required repairs or maintenance. Where there are differences in the inspection report from the qualified professional's inspection and the city's inspection, the city's inspection and list of required repairs and maintenance shall take precedence.

SEC. 9-9-21 QUALIFIED PROFESSIONAL STATUS.

(A) If the Stormwater Administrator determines there to be significant and major errors or omissions in one or more annual inspection reports provided by a qualified professional, the Stormwater Administrator shall:

- (1) Notify the SCM owner and the qualified professional in writing of the errors or omissions,
- (2) Offer relevant training and education for the qualified professional including on-site consultation, and
- (3) Schedule the subject SCM for additional annual inspections by the city.

(B) If the Stormwater Administrator determines there to be significant and major errors or omissions in three or more annual inspection reports provided by a qualified professional, regardless of the particular detention facility or SCM inspected or the time frame of the inspections, the Stormwater Administrator shall:

- (1) Suspend the qualified professional status of the inspector for a minimum period of 12 months. During this time, inspections from the suspended individual will not be accepted by the city to comply with the annual inspection requirement. This suspension applies only to the individual inspector and not to his/her company or firm,
- (2) Notify the detention facility or SCM owner(s) and the qualified professional in writing of the suspension and instructions for status restoration,

(C) An inspector whose qualified professional status has been suspended may apply to restore his/her qualified professional status only after a minimum of 12 months and completion of an on-site personalized training with city staff. The inspector should coordinate scheduling of this training with the Stormwater Administrator anytime during the suspension as city staff are available.

(D) Once qualified professional status has been restored to an inspector, the city will audit the next three inspection reports submitted by that qualified professional to ensure accuracy and consistency. If the Stormwater Administrator determines there to be significant and major errors or omissions in one or more of these three reports, the inspector shall be re-suspended and shall repeat the restoration per this section.

(E) For repeated, fraudulent, or egregious errors or omissions submitted by a qualified professional, the Stormwater Administrator shall have the authority to permanently revoke his/her qualified professional status and/or file a report with any applicable licensing or certifying board or agency.

SEC. 9-9-22 DRAINAGE ASSISTANCE PROJECTS LOCATED OUTSIDE OF CITY-OWNED RIGHTS-OF-WAY.

(A) *Piping Assistance*; The city will participate with property owners in the installation of storm drains crossing private property in other than new subdivisions within the city's corporate limits under the following conditions:

- (1) The storm drain to be installed will carry public runoff; stormwater discharged from an existing city or state street or streets dedicated for public street purposes, including alleys, and accepted for maintenance by the city or state. Storm drainage systems not meeting this requirement are the responsibility of the property owner(s) and the city will not participate in the installation of such storm drains.
- (2) An application for the installation of storm drains must be signed by 100% of the owners of the affected property within the limits of the proposed project and submitted to the Stormwater Administrator.
- (3) The property owners must dedicate a drainage easement of a width, length, and type as specified by the Stormwater Administrator. The dedication of such easement will be at no cost to the city.

- (4) The shortest distance in which the city will participate in the installation of storm drainage will be 300 linear feet; any shorter distances than 300 linear feet must be deemed feasible by the Stormwater Administrator before city participation.
- (5) All pipe sizes, structural accessories, discharge points and other specifications shall be as determined by the Stormwater Administrator.
- (6) The city will furnish all labor and equipment and the adjoining property owners will pay for all materials for construction. These materials shall be as determined necessary by the Stormwater Administrator and shall include headwalls, manholes, catch basins and all other structures normal to a complete storm drainage system. All monies for materials must be deposited by property owners before construction is started.
- (7) All authorized work shall be performed by the city, its agents and/or contractors. The city will direct all necessary activities including but not limited to design, engineering, contracting, and construction.
- (8) Nothing in this subsection (A) shall be construed, interpreted or applied in a manner to mean that the city will participate in any way in the construction of any box culvert or other structure to be built or constructed in place. The piping of streams shall be restricted in all instances to that drainage where pre-cast or preassembled pipe will be of sufficient capacity, as calculated by the Stormwater Administrator, for the piping and enclosing herein mentioned and contemplated.
- (9) Cost for each property owner shall be determined by dividing the total cost of materials by the total footage of property owners adjoining the proposed pipe locations directly and multiplying the result by the footage of each individual owner to determine his share of the cost.
- (10) All storm drainage construction on private property shall be done on a scheduled basis so as not to interfere with other city projects and then only as budgeted funds of the city are available.
- (11) The city will not participate in the construction of any storm drainage systems which will require a pipe size larger than 48 inches due to the greatly increased cost of labor, equipment and engineering required due to the use of box culverts, paved channels and other types of solutions.
- (12) The city will not participate in the piping of jurisdictional streams.

(B) *Bank Stabilization Assistance*; The city will stabilize banks on ditches or streams, both jurisdictional and non-jurisdictional, crossing private property within the city's corporate limits under the following conditions:

- (1) The ditch or non-jurisdictional stream carries public runoff; stormwater discharged from an existing city or state street or streets dedicated for public street purposes, including alleys, and accepted for maintenance by the city or state. Storm drainage systems not meeting this requirement are the responsibility of the property owner(s) and the city will not participate in such drainage projects.
- (2) An application for bank stabilization must be signed by 100% of the owners of the affected property within the limits of the proposed project and submitted to the Stormwater Administrator.
- (3) The property owners must dedicate a drainage easement of a width, length, and type as specified by the Stormwater Administrator. The dedication of such easement will be at no cost to the city.
- (4) Materials and construction methods shall be as determined necessary by the Stormwater Administrator. All authorized work shall be performed by the city, its agents and/or contractors. The city will direct all necessary activities including but not limited to design, engineering, contracting, and construction.
- (5) All drainage projects on private property shall be done on a scheduled basis so as not to interfere with other city projects and then only as budgeted funds of the city are available.

(C) Drainage assistance projects listed in subsections (A), and (B) above may be funded with stormwater utility funds or other funds provided that all of the following eligibility criteria are met:

- (1) The drainage system is not part of a water quality treatment facility or water quantity control device that was required to be constructed and maintained as part of an approved development.
- (2) The drainage system is not located on property which is undergoing development or redevelopment unless the development/redevelopment project is funded in part by other city funds.

- (3) The project shall be the most cost effective, reasonable and practical alternative to correct the existing problem, as determined by the Stormwater Administrator. Any excess costs above the determined most cost effective, reasonable and practical alternative shall be borne entirely by the property owner. Design criteria shall meet, but are not limited to, the following criteria:
 - (a) The proposed project shall meet current city stormwater design standards to the maximum extent practical;
 - (b) Existing ditches or non-jurisdictional streams shall not be piped unless engineering reasons require such work or significant cost savings would be realized; and
 - (c) Jurisdictional streams and their associated buffers shall be protected to the maximum extent practical.
- (4) The application of the above factors and the determination as to eligibility for stormwater utility funding or other funding shall be made by the Stormwater Administrator. Property owners may appeal any decision by the Stormwater Administrator to the Director of Engineering. Property owners may appeal any decision by the Director of Engineering to the City Manager. If property owners are not satisfied with the decision of the City Manager, property owners may appeal any decision by the City Manager to City Council.

(D) No action or inaction of the city pursuant to the policy established by this section shall impose upon the city, its agents, officers or employees any responsibility of liability of any kind, past or future, relating to any person or property. The petitioners shall agree to covenant to and hold the city harmless from any death, personal injury or property damage resulting from the work. No such action by the city shall be considered as a taking or appropriation of any stream, drain or ditch as a part of the city's drainage system.

(E) The conditions set forth in this section shall be binding on the heirs, successors, assigns and grantees of the property owners.

(F) Nothing in this section shall be construed, interpreted or applied in such manner as to aid or assist in the subdivision or development of property in the city. The policy set out herein shall be applicable only to those properties for which no new subdivision or development is anticipated or planned.

(G) The intent of this section is not to transfer responsibility or liability to the city for drainage system components on property not owned by the city that carry stormwater. Rather, it is to establish criteria and priorities to be used when making available funds for work on drainage system components located outside of city-owned rights-of-way.

(H) City participation in work on drainage system components outside of the right-of-way is limited to the extent to which funds are available for such purpose and no entitlement to receive funds for such work arises from this section. (Ord. No. 11-006, § 4, passed 1-13-2011)

SEC. 9-9-23 ACCEPTANCE OF MAINTENANCE RESPONSIBILITY FOR OPEN CHANNELS BY THE CITY.

(A) The city accepts the responsibility for the maintenance and upkeep of all SCMs, detention facilities and other components of the stormwater drainage system, located within a city right-of-way, or city property within the city's corporate limits and not within a state right-of-way.

(B) The responsibility of the city for the maintenance of streams, located within the city's corporate limits and not within a state right-of-way, includes only the removal of trees and debris that block the flow of the stream. The city will only remove that portion of a trees and debris that is blocking or is an imminent threat to block stream flow. Property owners are responsible for maintaining the vegetation to the standards established by the state (riparian buffer rule). Removal of trash in a stream is the property owner's responsibility including in any adjoining right-of-way. (Ord. No. 11-006, § 5, passed 1-13-2011)

SEC. 9-9-24 ILLICIT DISCHARGES AND CONNECTIONS.

(A) *Illicit discharges.*

- (1) Except as provided for below in this section, no person shall cause or allow the discharge, emission,

disposal, pouring or pumping (directly or indirectly) of any fluid, solid, gas or other substance, other than stormwater, to any stormwater drainage conveyance, the municipal separate storm sewer system or to the waters of the state, or upon the land in such proximity to such waters (such that the substance is likely to reach a stormwater drainage conveyance, the MS4, or the waters of the state), The following non-stormwater discharges are deemed permitted and do not result in a violation of this section, provided that they do not significantly impact water quality:

- (a) Dechlorinated filter backwash and drainage associated with swimming pools;
- (b) Filter backwash and drainage associated with raw water intake screening and filtering devices;
- (c) Condensate from residential or commercial air conditioning;
- (d) Residential and charity vehicle wash water;
- (e) Flushing and hydrostatic testing water associated with utility distribution systems;
- (f) Discharges associated with emergency removal and treatment activities, for hazardous materials, authorized by the federal, state or local government on-scene coordinator;
- (g) Uncontaminated ground water (including the collection or pumping of springs, wells, or rising ground water and ground water generated by well construction or other construction activities);
- (h) Collected infiltrated stormwater from foundation or footing drains;
- (i) Collected ground water and infiltrated stormwater from basement or crawl space pumps;
- (j) Irrigation water;
- (k) Street wash water;
- (l) Flows from firefighting;
- (m) Discharges from the pumping or draining of natural watercourses or waterbodies;
- (n) Unmodified potable water associated with flushing and cleaning of stormwater conveyances;
- (o) Wash water from the cleaning of the exterior of buildings, including gutters, provided that the discharge does not pose an environmental or health threat; and
- (p) Other non-stormwater discharges for which a valid NPDES discharge permit has been approved and issued by Department of Environmental Management, and provided that any such discharges to the Municipal Separate Storm Sewer System shall be authorized by the city.

- (2) Prohibited substances include but are not limited to: oil, anti-freeze, chemicals, animal waste, paints, garbage, sediment, and litter.

(B) Exposure of substances to stormwater.

- (1) It is unlawful for any person to manage or store any substances, liquid or solid, in a manner that permits exposure to stormwater if by reason of its nature, the substance:
 - (a) Is, or has the potential to be, harmful or toxic to human, animal, or plant health,
 - (b) Degrades or impairs water quality,
 - (c) Interferes or may interfere with free and rapid flow of surface water, or
 - (d) Adversely affects the State of North Carolina classification of the stream into which the stormwater drainage system discharges.

- (2) Substances defined in subsection B(1) placed outdoors must be stored under a shelter or otherwise protected from being allowed into the stormwater runoff.

(C) Illicit connections.

- (1) Connections to the municipal separate storm sewer system or stormwater drainage system that allow the discharge of non-stormwater, other than the exclusions described in subsection (A) above, are unlawful. Prohibited connections include but are not limited to: floor drains, waste water from washing machines or

sanitary sewers, wash water from commercial vehicle washing or steam cleaning, and waste water from septic systems.

- (2) Where it is determined that the connection may result in the discharge of hazardous materials or may pose an immediate threat to health and safety, or is likely to result in immediate injury and harm to real or personal property, natural resources, wildlife or habitat; or was made in violation of any applicable regulation or ordinance, the Stormwater Administrator or his or her designee shall designate the time within which the connection shall be removed. In setting the time limit for compliance, the city shall take into consideration:

1. The quantity and complexity of the work;
2. The consequences of delay;
3. The potential harm to the environment, to the public health, and to public and private property; and
4. The cost of remedying the damage.

(D) *Spills.*

- (1) Spills or leaks of polluting substances discharged to, or having the potential to be indirectly transported to the stormwater drainage system, shall be contained, controlled, collected and removed promptly. All affected areas shall be restored to their preexisting condition.
- (2) Persons associated with the spill or leak shall immediately notify the City Fire Chief or his or her designee of all spills or leaks of polluting substances. Notification shall not relieve any person of any expenses related to the restoration, loss, damage or any other liability which may be incurred as a result of the spill or leak, nor shall such notification relieve any person from other liability which may be imposed by state or other law.

(E) *Nuisance.* Illicit discharges and illicit connections which occur or exist within the city limits are hereby found, deemed and declared to be dangerous or prejudiced to the public health or public safety and are found, deemed and declared to be public nuisances. Such public nuisances may also be abated in accordance with the procedures set forth in section 12-3-4.

(Ord. No. 04-112, passed 9-9-2004)

SEC. 9-9-25 ENFORCEMENT.

(A) *Authority to enter.*

- (1) Any city personnel or contractor, authorized by the Stormwater Administrator shall be permitted to enter upon public or private property for the purposes of observation, inspection, sampling, monitoring, testing, surveying and measuring for compliance. Should the owner or occupant of any property refuse to permit such reasonable access, the Stormwater Administrator or his or her designee shall proceed to obtain an administrative search warrant pursuant to G.S. 15-27.2 or its successor.
- (2) No person shall obstruct, hamper or interfere with any such representative while carrying out his or her official duties. For the purpose of enforcing this chapter, the Stormwater Administrator or any employee so designated by him or her may at any time enter upon a property to inspect or repair any part of the stormwater system.

(B) *Civil penalties.*

- (1) Any person who violates any of the provisions of this chapter, or rules or orders adopted or issued pursuant to this chapter, or who initiates or continues a land-disturbing activity for which a plan is required except in accordance with the terms, conditions and provisions of an approved plan, is subject to a civil penalty. The maximum civil penalty for a violation of this ordinance is \$10,000 per violation per day. Each day of continuing violation shall constitute a separate violation. A person may also be assessed a one-time civil penalty of up to \$10,000 for the day the violation is first detected
- (2) In determining the amount of the penalty, the Stormwater Administrator shall consider:
 1. The degree and extent of harm to the environment, the public health, and public and private property;
 2. The cost of remedying the damage;
 3. The duration of the violation;
 4. Whether the violation was willful;
 5. The prior record of the person responsible for the violation in complying or failing to comply with this chapter;
 6. The costs of enforcement to the public; and

7. The amount of money saved by the violator through his, her or its noncompliance.
- (3) Civil penalties shall be assessed by the City Engineer or his or her designee. No penalty shall be assessed until the person alleged to be in violation is served written notice of the violation by registered mail, certified mail-return receipt requested, or personal service. Refusal to accept the notice shall not relieve the violator of the obligation to pay the penalty. The notice shall describe the violation with particularity and specify the measures needed to come into compliance. The notice shall designate the time within which the measures must be completed. In setting the time limit for compliance, the city shall take into consideration:
 1. The quantity and complexity of the work;
 2. The consequences of delay;
 3. The potential harm to the environment, the public health, and public and private property; and
 4. The cost of remedying the damage.
 - (4) The notice shall warn that failure to correct the violation within the specified time period may result in the assessment of additional civil penalty and/or other enforcement action. If after the allotted time period has expired, and the violation has not been corrected, the penalty shall be assessed from the date the violation was first detected and each day of continuing violation thereafter shall constitute a separate violation under this section.
 - (5) The Stormwater Administrator shall make written demand for payment upon the person in violation. If the payment is not received or equitable settlement reached within 30 days after demand for payment is made, the matter shall be referred to the City Attorney for institution of a civil action in the name of the city, in the appropriate division of the general court of justice in Pitt County for recovering the penalty.
- (C) *Stop-Work Order.*
- (1) Whenever the City Engineer has a reasonable cause to believe that any person is violating or threatening to violate this chapter, rule, regulation, order duly adopted or issued pursuant to this chapter or making a connection to a stormwater conveyance or stormwater conveyance system other than in accordance with the terms, conditions, and provisions of approval, the city may, either before or after the institution of any other action or proceeding authorized by the code issue a stop-work order. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a separate violation of this ordinance subject to civil penalty.

(D) *Injunctive relief.*

- (1) Whenever the City Engineer has a reasonable cause to believe that any person is violating or threatening to violate this chapter, rule, regulation, order duly adopted or issued pursuant to this chapter or making a connection to a stormwater conveyance or stormwater conveyance system other than in accordance with the terms, conditions, and provisions of approval, the city may, either before or after the institution of any other action or proceeding authorized by the code, institute a civil action in the name of the city for injunctive relief to restrain and abate the violation or threatened violation.
- (2) The institution of an action for injunctive relief under subsection (C) shall not relieve any party to such proceeding from any further civil or criminal penalty prescribed for violations of this Code.

(E) *Criminal penalties.* Any person who knowingly or willfully violates any provision of this chapter, rule, regulation, order duly adopted or issued pursuant to this chapter shall be guilty of a misdemeanor, punishable by a fine not to exceed \$500 or imprisonment for not longer than 30 days. Each violation shall be a separate offense.

SEC. 9-9-26 APPEALS.

- (A) Any aggrieved person affected by any decision, order, requirement, civil penalty assessment, or determination relating to the interpretation or application of this ordinance made by the Stormwater Administrator, may contest the decision by submitting a written request for a review of the decision by the Stormwater Administrator to the Director of Engineering within 15 days after receipt of the notice of decision. Upon receipt of the written request, the Stormwater Administrator shall confer with the Director of Engineering concerning the decision; and after the conference, the Director of Engineering shall notify the aggrieved person within ten days after receipt of the written request for a review whether the decision has been upheld or modified.
- (B) Any aggrieved person not satisfied with the action of the Director of Engineering, may file an appeal to the Board of Adjustment within 30 days. In the case of requests for review of proposed civil penalties for

violations of this ordinance, the Board of Adjustment shall make a final decision on the request for review within 90 days of the date the request for review is filed.

- (C) Appeals requests to the Board of Adjustment shall be made pursuant to Title 9, Article S of the city code. The Stormwater Administrator shall transmit to the Board of Adjustment all documents constituting the record on which the decision appealed from was taken.
- (D) Decisions of the Board of Adjustment shall be subject to Superior Court review by proceedings in the nature of certiorari.

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

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

SECTION 4. This ordinance will become effective July 1, 2024.

Adopted this 11th day of April, 2024.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 04/08/2024

Title of Item: Discussion on Data Processing Center and Modular Data Processing Facility Standards

Explanation: At the March 11, 2024 Council workshop, the Planning and Development Services Department provided a presentation on data processing centers and modular data processing facilities.

Staff's presentation included:

- Information on the City's current standards that were adopted in 2022
- Information on standards from other jurisdictions in North Carolina
- Potential impacts of repeal
- Legal considerations
- Evaluation of and recommendation for next steps

As a follow-up to this discussion, the Planning and Development Services Department will provide a presentation on potential changes to the data processing center and modular data processing facility standards that includes:

- Increasing the separation distance from 2,500 feet to 3,000 feet between these uses from existing or approved schools and/or conforming single-family dwellings; and
- Deleting the modular data processing facility use and standards.

Fiscal Note: No cost to the City.

Recommendation: Receive information from staff and provide direction for next steps.



City of Greenville, North Carolina

Meeting Date: 04/08/2024

Title of Item: Budget Ordinance Amendment #9 to the 2023-2024 City of Greenville Budget (Ordinance #23-046), the Capital Projects Funds (Ordinance #17-024), Special Revenue Grant Fund (Ordinance #11-003), Occupancy Tax Fund (Ordinance #11-003), and the Engineering Capital Projects Fund (Ordinance #20-019)

Explanation: Attached for consideration at the April 8, 2024 City Council meeting is an ordinance amending the 2023-2024 City of Greenville Budget (Ordinance #23-046), the Capital Projects Funds (Ordinance #17-024), Special Revenue Grant Fund (Ordinance #11-003), Occupancy Tax Fund (Ordinance #11-003), and the Engineering Capital Projects Fund (Ordinance #20-019)

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

| <u>Item</u> | <u>Justification</u> | <u>Funds Amended</u> | <u>Increase / (Decrease)</u> |
|-------------|---|--|------------------------------|
| A | Recognize funds received within the Recreation & Parks Capital Projects fund for Guy Smith Improvements. | Recreation & Parks Capital | 17,403 |
| B | Move Occupancy Tax Reserve funds to Recreation & Parks to cover feasibility study on the Sports Complex. | Occupancy Tax Recreation & Parks Capital | - 3,600 |
| C | Recognize funds received for North Carolina Museum Grant (NCMG). | Special Revenue Grant | 30,585 |
| D | Recognize funds within Engineering Capital Projects fund for Traffic Safety Improvements through Appropriated Fund Balance. | General Fund Engineering Capital Projects | 56,000 56,000 |
| E | Transfer funds from Engineering Capital Projects fund for internet services. | Engineering Capital Projects | - 179,671 |

| | | | |
|---|---|--------------|---------|
| F | Recognize additional funds received through permits and fees to help offset costs for IT, Planning & Development, and Public Works. | General Fund | 150,000 |
|---|---|--------------|---------|

Fiscal Note:

The Budget Ordinance Amendment affects the following funds:

| Fund | <u>2023-24 Original Budget</u> | <u>Amendment #9</u> | <u>2023-24 Budget per Amendment #9</u> |
|--|--|-------------------------|--|
| General | \$109,398,392 | \$385,671 | \$109,784,063 |
| Debt Service | 6,863,408 | - | 6,863,408 |
| Public Transportation (Transit) | 8,266,066 | - | 8,266,066 |
| Fleet Maintenance | 6,357,587 | - | 6,357,587 |
| Sanitation | 9,419,549 | - | 9,419,549 |
| Stormwater | 12,618,171 | - | 12,618,171 |
| Housing | 2,717,697 | - | 2,717,697 |
| Health Insurance | 14,376,386 | - | 14,376,386 |
| Vehicle Replacement | 11,842,536 | - | 11,842,536 |
| Facilities Improvement | 2,354,639 | - | 2,354,639 |
| Special Revenue Grants | 14,881,263 | 30,585 | 14,911,848 |
| Public Works Capital Projects | 59,553,361 | - | 59,553,361 |
| Recreation & Parks Capital Projects | 18,102,549 | 21,003 | 18,123,552 |
| Community Development Capital Projects | 19,624,227 | - | 19,624,227 |
| Engineering Capital Projects | 60,439,786 | 56,000 | 60,495,786 |
| Donations | 591,442 | - | 591,442 |
| Occupancy Tax | 4,654,328 | - | 4,654,328 |
| Fire/Rescue Capital Projects | 12,717,183 | - | 12,717,183 |
| Street Improvement Bond Capital | 17,840,414 | - | 17,840,414 |
| Enterprise Capital Projects | 57,973,801 | - | 57,973,801 |
| ARPA | 24,689,311 | - | 24,689,311 |

Recommendation:

Approve Budget Ordinance Amendment #9 to the 2023-2024 City of Greenville Budget (Ordinance #23-046), the Capital Projects Funds (Ordinance #17-024), Special Revenue Grant Fund (Ordinance #11-003), Occupancy Tax Fund (Ordinance #11-003), and the Engineering Capital Projects Fund (Ordinance #20-019)

ATTACHMENTS

 [BA_9.xlsx](#)

ORDINANCE NO. 24-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#8) Amending the 2023-24 Budget (Ordinance #23-046), Capital Projects Funds (Ordinance #17-024),
Special Revenue Grant Fund (Ordinance #11-003), Occupancy Tax Fund (Ordinance #11-003),
and the Engineering Capital Projects Fund (Ordinance #20-019)

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #23-046 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

| | Budget Amendment #9 | | | | | 2023-24 Budget per Amend #9 |
|---|------------------------------|-------------------|-------------------|------------------|-------------------|-----------------------------------|
| | 2023-24 Revised Budget | E. | F. | D. | Total Amend #9 | |
| ESTIMATED REVENUES | | | | | | |
| Property Tax | \$ 39,689,205 | \$ - | \$ - | \$ - | \$ - | \$ 39,689,205 |
| Sales Tax | 30,766,976 | - | - | - | - | 30,766,976 |
| Video Prog. & Telecom. Service Tax | 738,769 | - | - | - | - | 738,769 |
| Rental Vehicle Gross Receipts | 176,125 | - | - | - | - | 176,125 |
| Utilities Franchise Tax | 6,896,611 | - | - | - | - | 6,896,611 |
| Motor Vehicle Tax | 1,705,845 | - | - | - | - | 1,705,845 |
| Other Unrestricted Intergov't | 871,145 | - | - | - | - | 871,145 |
| Powell Bill | 2,390,610 | - | - | - | - | 2,390,610 |
| Restricted Intergov't Revenues | 769,916 | - | - | - | - | 769,916 |
| Licenses, Permits and Fees | 4,832,550 | - | 150,000 | - | 150,000 | 4,982,550 |
| Rescue Service Transport | 3,300,000 | - | - | - | - | 3,300,000 |
| Parking Violation Penalties, Leases, | 300,000 | - | - | - | - | 300,000 |
| Other Revenues | 1,398,790 | - | - | - | - | 1,398,790 |
| Interest on Investments | 1,257,739 | - | - | - | - | 1,257,739 |
| Transfers In GUC | 8,199,596 | - | - | - | - | 8,199,596 |
| Appropriated Fund Balance | 6,104,515 | - | - | 56,000 | 56,000 | 6,160,515 |
| Transfer from Other Funds | - | 179,671 | - | - | 179,671 | 179,671 |
| Total Revenues | \$ 109,398,392 | \$ 179,671 | \$ 150,000 | \$ 56,000 | \$ 385,671 | \$ 109,784,063 |
| APPROPRIATIONS | | | | | | |
| Mayor/City Council | \$ 683,537 | \$ - | \$ - | \$ - | \$ - | \$ 683,537 |
| City Manager | 3,685,426 | - | - | - | - | 3,685,426 |
| City Clerk | 411,036 | - | - | - | - | 411,036 |
| City Attorney | 765,619 | - | - | - | - | 765,619 |
| Human Resources | 3,583,353 | - | - | - | - | 3,583,353 |
| Information Technology | 4,387,953 | - | - | - | - | 4,387,953 |
| Engineering | 6,134,617 | - | - | - | - | 6,134,617 |
| Fire/Rescue | 19,103,841 | - | 50,000 | - | 50,000 | 19,153,841 |
| Financial Services | 3,681,914 | 38,000 | - | - | 38,000 | 3,719,914 |
| Recreation & Parks | 9,650,587 | - | - | - | - | 9,650,587 |
| Police | 30,631,948 | - | - | - | - | 30,631,948 |
| Public Works | 8,113,778 | 141,671 | 60,000 | - | 201,671 | 8,315,449 |
| Planning & Development | 2,728,827 | - | 40,000 | - | 40,000 | 2,768,827 |
| Neighborhood & Business Services | 1,443,176 | - | - | - | - | 1,443,176 |
| OPEB | 700,000 | - | - | - | - | 700,000 |
| Contingency | 40,000 | - | - | - | - | 40,000 |
| Indirect Cost Reimbursement | (1,950,887) | - | - | - | - | (1,950,887) |
| Total Appropriations | \$ 93,794,725 | \$ 179,671 | \$ 150,000 | \$ - | \$ 329,671 | \$ 94,124,396 |
| OTHER FINANCING SOURCES | | | | | | |
| Transfers to Other Funds | \$ 15,603,667 | \$ - | \$ - | \$ 56,000 | \$ 56,000 | \$ 15,659,667 |
| Total Other Financing Sources | \$ 15,603,667 | \$ - | \$ - | \$ 56,000 | \$ 56,000 | \$ 15,659,667 |
| Total Approp & Other Fin Sources | \$ 109,398,392 | \$ 179,671 | \$ 150,000 | \$ 56,000 | \$ 385,671 | \$ 109,784,063 |

Section II: Estimated Revenues and Appropriations. Engineering Capital Projects Fund, of Ordinance #20-019 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

| | 2023-24 Revised Budget | D. | E. | Total Amend #9 | 2023-24 Budget per Amend #9 |
|--|------------------------------|------------------|-------------|-------------------|-----------------------------------|
| ESTIMATED REVENUES | | | | | |
| Special Fed/State/Loc Grant | \$ 18,400,000 | \$ - | \$ - | \$ - | \$ 18,400,000 |
| Restricted Intergovernmental - NCDOT | 190,000 | - | - | - | 190,000 |
| Transfer from ARPA Fund | 9,813,000 | - | - | - | 9,813,000 |
| Transfer from Capital Reserve | 3,266,882 | - | - | - | 3,266,882 |
| Transfer from Street Improvement Bond Fund | 2,680,921 | - | - | - | 2,680,921 |
| Transfer from Other Funds | 2,605,022 | 56,000 | - | 56,000 | 2,661,022 |
| Other In-kind Contributions | 1,150,000 | - | - | - | 1,150,000 |
| Transfer from General Fund | 8,258,868 | - | - | - | 8,258,868 |
| Transfer from Stormwater Utility | 4,000,000 | - | - | - | 4,000,000 |
| Sale of Property | 1,433,040 | - | - | - | 1,433,040 |
| Long Term Financing | 8,642,053 | - | - | - | 8,642,053 |
| Total Revenues | \$ 60,439,786 | \$ 56,000 | \$ - | \$ 56,000 | \$ 60,495,786 |
| APPROPRIATIONS | | | | | |
| BUILD | \$ 48,574,006 | \$ - | \$ - | \$ - | \$ 48,574,006 |
| Pavement Management Program | 6,568,269 | - | - | - | 6,568,269 |
| Employee Parking Lot | 1,482,511 | - | (179,671) | (179,671) | 1,302,840 |
| Ficklen Street Improvements | 1,115,000 | - | - | - | 1,115,000 |
| Dickinson Avenue Improvements | 1,250,000 | - | - | - | 1,250,000 |
| Mast Arm Project | 325,000 | - | - | - | 325,000 |
| 4th Street Project | 1,125,000 | - | - | - | 1,125,000 |
| Traffic Safety Improvements | - | 56,000 | - | 56,000 | 56,000 |
| Transfer to General Fund | - | - | 179,671 | 179,671 | 179,671 |
| Total Appropriations | \$ 60,439,786 | \$ 56,000 | \$ - | \$ 56,000 | \$ 60,495,786 |

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

| | 2023-24 Revised Budget | A. | B. | Total Amend #9 | 2023-24 Budget per Amend #9 |
|-------------------------------------|------------------------------|------------------|-----------------|-------------------|-----------------------------------|
| ESTIMATED REVENUES | | | | | |
| Restricted Intergovernmental | \$ 1,122,457 | \$ - | \$ - | \$ - | \$ 1,122,457 |
| Transfer from General Fund | 3,668,669 | - | - | - | 3,668,669 |
| Transfer from Capital Reserve | 128,822 | - | - | - | 128,822 |
| Transfer from CD Cap Proj Fund | 82,965 | - | - | - | 82,965 |
| Transfer from FIP | 154,818 | - | - | - | 154,818 |
| Transfer from FEMA-Hurricane | 117,340 | - | - | - | 117,340 |
| Transfer from PW Cap Proj Fund | 74,870 | - | - | - | 74,870 |
| Transfer from Occupancy Tax Reserve | 569,300 | - | 3,600 | 3,600 | 572,900 |
| Special Donations | 1,915,352 | 17,403 | - | 17,403 | 1,932,755 |
| Miscellaneous Revenue | 567,148 | - | - | - | 567,148 |
| Appropriated Fund Balance | 971,573 | - | - | - | 971,573 |
| Long Term Financing | 8,729,235 | - | - | - | 8,729,235 |
| Total Revenues | \$ 18,102,549 | \$ 17,403 | \$ 3,600 | \$ 21,003 | \$ 18,123,552 |
| APPROPRIATIONS | | | | | |
| Water Sports Facility Project | \$ 306,325 | \$ - | \$ - | \$ - | \$ 306,325 |
| Wildwood Park | 11,041,321 | - | - | - | 11,041,321 |
| Transfer to General Fund | 9,000 | - | - | - | 9,000 |
| Parks Improvements | 45,000 | - | - | - | 45,000 |
| Pool Replacement | 4,310,290 | - | - | - | 4,310,290 |
| Off-Lease Dog Park | 100,000 | - | - | - | 100,000 |
| Parks Comprehensive Master Plan | 147,000 | - | - | - | 147,000 |
| Pickleball Conversion | 75,000 | - | - | - | 75,000 |
| Sports Complex Feasibility Study | 69,300 | - | 3,600 | 3,600 | 72,900 |
| Guy Smith Improvements | 1,034,000 | 17,403 | - | 17,403 | 1,051,403 |
| Greenfield Terrace | 497,361 | - | - | - | 497,361 |
| Elm Street Improvements | 44,870 | - | - | - | 44,870 |
| Transfer to Other Funds | 423,082 | - | - | - | 423,082 |
| Total Appropriations | \$ 18,102,549 | \$ 17,403 | \$ 3,600 | \$ 21,003 | \$ 18,123,552 |

Section IV: Estimated Revenues and Appropriations. Occupancy Tax Fund, of Ordinance #11-003 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

| | 2023-24 Revised Budget | B. | Total Amend #9 | 2023-24 Budget per Amend #9 |
|---|------------------------------|-------------|-------------------|-----------------------------------|
| ESTIMATED REVENUES | | | | |
| Occupancy Tax | \$ 1,624,738 | \$ - | \$ - | \$ 1,624,738 |
| Transfer from Public Works Capital Projects | 1,866,866 | - | - | 1,866,866 |
| Transfer from Debt Service | 1,162,724 | - | - | 1,162,724 |
| Appropriated Fund Balance | - | - | - | - |
| Total Revenues | \$ 4,654,328 | \$ - | \$ - | \$ 4,654,328 |
| APPROPRIATIONS | | | | |
| Occupancy Tax Reserves | \$ 2,837,028 | \$ (3,600) | \$ (3,600) | \$ 2,833,428 |
| Service Charge/Collection Fee | 58,000 | - | - | 58,000 |
| Payments to CVB | 1,050,000 | - | - | 1,050,000 |
| Transfer to Facilities Improvement | 100,000 | - | - | 100,000 |
| Transfer to Other Funds | 609,300 | 3,600 | 3,600 | 612,900 |
| Total Appropriations | \$ 4,654,328 | \$ - | \$ - | \$ 4,654,328 |

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

| | 2023-24 Revised Budget | C. | Total Amend #9 | 2023-24 Budget per Amend #9 |
|---|------------------------------|------------------|-------------------|-----------------------------------|
| ESTIMATED REVENUES | | | | |
| Special Fed/State/Loc Grant | \$ 11,541,647 | \$ 30,585 | \$ 30,585 | \$ 11,572,232 |
| CARES Act Funding | 1,526,923 | - | - | 1,526,923 |
| Transfer From General Fund | 1,677,379 | - | - | 1,677,379 |
| Transfer From Pre-1994 Entitlement | 27,419 | - | - | 27,419 |
| Transfer from Other Funds | 107,895 | - | - | 107,895 |
| Total Revenues | \$ 14,881,263 | \$ 30,585 | \$ 30,585 | \$ 14,911,848 |
| APPROPRIATIONS | | | | |
| Personnel | \$ 2,295,650 | \$ 11,000 | \$ 11,000 | \$ 2,306,650 |
| Operating | 6,284,601 | 19,585 | 19,585 | 6,304,186 |
| Capital Outlay | 2,006,385 | - | - | 2,006,385 |
| Transfers | 27,419 | - | - | 27,419 |
| COVID-19 | 1,526,923 | - | - | 1,526,923 |
| Rural Housing Recovery Grant | 350,000 | - | - | 350,000 |
| Environmental Enhancement Grant | 150,935 | - | - | 150,935 |
| STAR Grant | 330,000 | - | - | 330,000 |
| Governor's Crime Commission Grant 22 | 24,500 | - | - | 24,500 |
| Governor's Crime Commission Grant 23 | 22,900 | - | - | 22,900 |
| COPS Community Policing Development | 175,000 | - | - | 175,000 |
| Justice Assistance Grant 2022 | 55,135 | - | - | 55,135 |
| Justice Assistance Grant 2023 | 53,522 | - | - | 53,522 |
| Project Lucky - Job Creation Grant | 100,000 | - | - | 100,000 |
| Opioid Settlement Trust | 158,876 | - | - | 158,876 |
| Energy Efficient Conservation Block Grant | 146,850 | - | - | 146,850 |
| Assistance to Fire Fighters Grant | 297,567 | - | - | 297,567 |
| Transfer to Other Funds | 875,000 | - | - | 875,000 |
| Total Appropriations | \$ 14,881,263 | \$ 30,585 | \$ 30,585 | \$ 14,911,848 |

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

Adopted this 8th day of April, 2024

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk