



Agenda

Greenville City Council

November 14, 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 - Council Member Les Robinson

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

1. Greenville Tar Heel 11 All-Star Baseball Team - Winners of District Tournament, North Carolina State Tournament, and Regional Tournament of State Champions

VII. Public Comment Period

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

VIII. Appointments

2. Appointments to Boards and Commissions

IX. Consent Agenda

3. Assignment of the Lease Agreement for Guy Smith Stadium to host a Coastal Plains League Team from Capitol Broadcasting to CHA Baseball Management, LLC
4. Authorization to Receive Funds from the North Carolina Department of Environmental Quality for 2024 Community Waste Reduction and Recycling Grant
5. Resolution Declaring Police Canine Audie as Surplus and Authorizing His Disposition to Officer Chad Bowen
6. Resolution Declaring Ironhorse Chairs as Surplus and Authorizing their Disposition to Pinetops Police Department
7. Resolution Declaring Ford Sedans as Surplus and Authorizing their Disposition to Teen Driving Solutions School
8. Various Tax Refunds Greater Than \$100

X. New Business

Public Hearings

9. Ordinance to annex Arbor Hills South, Section 2, Phase 12 & 13 property involving 10.3764 acres located along the northern right-of-way of L.T. Hardee Road and at the current terminus of Sparrow Court
10. Ordinance to annex Ridgewood Farms, Phase 2 property involving a total of 17.91 acres located north of Thomas Langston Road and at the current termini of Stonebriar Drive and Sedge Drive
11. Ordinance requested by Rennsport Motorwerks, LLC to rezone 1.52 acres located along the western right-of-way of Port Terminal Road and 400+/- feet north of East 10th Street from RA20 (Residential-Agricultural) to CH (Heavy Commercial)
12. Ordinance requested by the Planning and Development Services Department to Amend the Definition for a Conventional Restaurant
13. Ordinance Requested by the Neighborhood and Business Services Department, Code Enforcement Division to Amend Title 12, Chapter 3, Article A, Section 12-3-1, *Definitions*, Section 12-3-8, *Chronic Violator*, and Section 12-3-4, *Nuisances Prohibited; Enumeration*, Subsection (L), *Swimming Pools*
14. Request to Rename River's Edge Park as Inez N. Fridley River's Edge Park

Other Items of Business

15. Ordinance Amending Chapter 3 of Title V1 of the Greenville City Code Entitled Garbage and Refuse Collection and Disposal
16. Title VI Nondiscrimination Program
17. National Opioid Settlement Update - Resolutions for Interlocal Agreement and Direction of Funds
18. Ordinance to Amend the Manual of Fees to Add Premium Supervisor Rate for Police Off-Duty Fees
19. Budget Ordinance Amendment #4 to the 2024-25 City of Greenville Budget (Ordinance #24-038), Capital Projects Funds (Ordinance #17-024), the Special Revenue Grant Fund (Ordinance #11-003), and the ARPA Fund (Ordinance #21-053)

XI. City Manager's Report

XII. Comments from Mayor and City Council

XIII. Adjournment



City of Greenville, North Carolina

Meeting Date: 11/14/2024

Title of Item: Appointments to Boards and Commissions

Explanation: City Council appointments need to be made to the Pitt-Greenville Airport Authority, Police Community Relations Committee, and the Youth Council.

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

- 2 seats on the Youth Council

Fiscal Note: No direct fiscal impact.

Recommendation: Make appointments to the Pitt-Greenville Airport Authority, Police Community Relations Committee, and the Youth Council.

ATTACHMENTS

[November 2024 Boards and Commissions List.pdf](#)

Appointments to Boards and Commissions

November 2024

Pitt-Greenville Airport Authority

Council Liaison: Council Member Les Robinson

Name	District #	Current Term	Reappointment Status	Expiration Date
Cheryl Brown <i>(Mayor Connelly)</i>		Second Term	Resigned	June 2028

Police Community Relations Committee

Council Liaison: Council Member Portia Willis

Name	District #	Current Term	Reappointment Status	Expiration Date
Mark Parker <i>(Mayor Pro-Tem Monica Daniels)</i>	1	First Term	Resigned	October 2024
Eric Ellison <i>(Council Member Tonya Foreman)</i>	2	Unexpired Term	Eligible	October 2024
Rosemary Johnson <i>(Council Member Marion Blackburn)</i>	3	Unexpired Term	Eligible	October 2024

Youth Council

Council Liaison: Council Member Portia Willis

Name	Current Term	Reappointment Status	Expiration Date
Alex Guilford	Second Term	Ineligible	September 2024
Carson Fraley	Second Term	Ineligible	September 2024
Michael Brode	Second Term	Ineligible	September 2024
Kaiji Fu	First Term	Ineligible	September 2024
Dakota L Parrott	First Term	Resigned	September 2024
Alanah S Eason	First Term	Resigned	September 2025
Rihanna Knight	First Term	Resigned	September 2025

(2 open seats)

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

Boards and Commissions Applicants

Name	Board Applied To	Email Address
Marc C Downing	Pitt-Greenville Airport Authority	mdowning1089@gmail.com
David T Horn	Pitt-Greenville Airport Authority	horn@encalliance.com
Ashish T Khanchandani	Pitt-Greenville Airport Authority	akhanchandani1996@gmail.com
Sheila Barnes	Pitt-Greenville Airport Authority	sheilamarie0106@gmail.com
Saundra T Cannon	Pitt-Greenville Airport Authority	s_cannon11@yahoo.com
Walter L Grubb Iii	Pitt-Greenville Airport Authority	grubbw@ecu.edu
David Newman	Pitt-Greenville Airport Authority	newmaniac52@gmail.com
John Minges	Pitt-Greenville Airport Authority	john@minges.com
James Cox	Pitt-Greenville Airport Authority	jcoxbox13@gmail.com
Chris Davis	Pitt-Greenville Airport Authority	cndavis320@yahoo.com
Stephen A Blackburn	Police Community Relations Committee	sablackburn20@gmail.com
Walter L Grubb Iii	Police Community Relations Committee	grubbw@ecu.edu
Asiya Khaatoon	Police Community Relations Committee	khaatoon520@gmail.com
Maya K Swaggerty	Youth Council	mayaswaggerty@gmail.com



City of Greenville, North Carolina

Meeting Date: 11/14/2024

Title of Item: Assignment of the Lease Agreement for Guy Smith Stadium to host a Coastal Plains League Team from Capitol Broadcasting to CHA Baseball Management, LLC

Explanation: On May 11, 2023, City Council approved a formal lease agreement with Capitol Broadcasting Company (CBC) for the use of Guy Smith Stadium to host a Coastal Plain League (CPL) team. The lease allowed CBC to begin plans to bring a CPL team to Greenville for the 2024 season. The CPL is owned by CBC, which is a family of brands in the media, technology, sports and entertainment areas based in Raleigh, North Carolina. CBC is also owner of the Durham Bulls, a Triple-A minor league baseball team. The CPL is currently comprised of 15 baseball franchises playing in Georgia, North Carolina, South Carolina, and Virginia. On May 24, 2024, the inaugural season of the Greenville Yard Gnomes opened at Guy Smith Stadium.

Due to changes in their Sports Division and increased management focus on the Durham Bulls, CBC desires to assign the lease agreement with the City of Greenville for the use of Guy Smith Stadium to CHA Baseball Management, LLC (CHA). CHA is owned by Jerry Petitt and his family, who have been involved with the CPL since the league was founded in 1997. They owned the league until October 2022 when CBC purchased the CPL. At that time, it was mutually agreed upon that the Petitt family would be offered a CPL team for ownership within five years of selling the league. Due to the vision changes within CBC's Sports Division, CBC began discussions with the Petitt family about their interest in the Greenville Yard Gnomes during the early fall of 2024. CBC's ownership of the CPL will allow them to remain part of the Greenville Yard Gnomes, and they are committed to contributing to the team's success.

The following is a summary of the terms of the Lease as approved by City Council in May 2023, which will remain the same with the assignment: The City shall lease the use of Guy Smith Stadium between May 15 and September 30 of each year for a period of ten years beginning April 15, 2024, for the shared use of the stadium with the City and the Pitt County Babe Ruth League (Babe Ruth). The Lease includes an option to extend the Lease for an additional five years at the end of the ten-year period at mutually agreeable terms. The lessee shall lease Guy Smith Stadium from the City at an initial annual rent rate of \$30,000, payable in full on May 15 of each year during the term of the Lease. After the initial year, the lease rate shall increase two percent (2%) each year for the remaining term of the Lease. The lessee shall have the exclusive rights to set

ticket, food and beverage, retail, and parking prices, as it deems appropriate, for all of its events, including Yard Gnomes home games, and shall be entitled to receive and retain all revenues from ticket, food and beverage, retail, and parking sales. The lessee shall have the exclusive right to sell sponsorships and shall be entitled to receive and retain all revenues from such sales. The lessee shall have the right to make future, minor alterations to Guy Smith Stadium at its own expense with the written preapproval of the City. All alterations and improvements made by the lessee shall become the property of the City upon termination or expiration of the Lease. The City shall be responsible for the ongoing, routine maintenance and upkeep of Guy Smith Stadium.

City staff will work with CHA to ensure a successful transition of all legal documentation related to the lease agreement. Staff will also work with Greenville Yard Gnomes leadership to enhance the team's brand and to further engage with community groups such as Jackie Robinson Baseball League, Greenville Little Leagues, Pitt County Babe Ruth, and more. The Pettit family plans to develop a close working relationship with the City, East Carolina University, and local businesses to help bring a top-quality summer collegiate baseball experience to Greenville and build on the foundation laid by CBC.

Fiscal Note: No fiscal impact for the City of Greenville. The terms of the initial lease agreement for the use of Guy Smith Stadium remain the same.

Recommendation: Staff recommends assignment of the Lease Agreement for Guy Smith Stadium to host a Coastal Plains League Team from Capitol Broadcasting to CHA Baseball Management, LLC.

ATTACHMENTS

- [COG-#1198743-v1-Greenville_-_Assignment_of_Real_Property_Lease_-_27_Sept_2024_COA_Draft.doc](#)
- [COG-#1198744-v1-Greenville_-_memorandum_of_lease_-_27_Sept_204_COA_draft.docx](#)

**ASSIGNMENT AND ASSUMPTION OF
REAL PROPERTY LEASE**

This **ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY LEASE** (the “Assignment”) is dated as of _____, 2024, and is by and between **GREENVILLE CPL, LLC**, a North Carolina limited liability company (collectively, “Assignor”) and **CHA BASEBALL MANAGEMENT, LLC**, a Maryland limited liability company (“Assignee”).

WHEREAS, this Assignment is made pursuant to that certain Asset Purchase Agreement entered into as of _____, 2024, by and between Assignor and Assignee, (the “Purchase Agreement”), concerning the sale and purchase of certain of the assets owned or leased by Assignor and used in connection with the operation of the Greenville Yard Gnomes baseball team (the “Club”); and

WHEREAS, capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement; and

WHEREAS, in the Purchase Agreement, Assignor has agreed to assign to Assignee and Assignee has agreed to assume certain liabilities of Assignor as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby assign or cause to be assigned, and transfer to Assignee all of Assignor’s right, title and interest in and to that lease more particularly described on Schedule A attached hereto and made part hereof on the date hereof, free and clear of all Liens other than Permitted Liens (collectively, the “Real Property Lease”):

2. Assumption. Assignee hereby accepts the foregoing assignment and agrees that it shall assume and pay, discharge and perform all the obligations and liabilities of Assignor under the Real Property Lease insofar as such obligations and liabilities relate to the time period beginning after the date hereof.

3. Further Assurances. Without limitation to the Purchase Agreement, from time to time after the date hereof, upon the reasonable request of one party to the other and without further consideration, each party shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment, transfer or assumption and take such further action as the other party may reasonably request in order more effectively to assign, assume, and record the Real Property Lease.

4. No Effect on the Purchase Agreement. This Assignment is made pursuant to (and does not modify) the Purchase Agreement, which shall remain in full force and effect following the date hereof to the extent provided for therein and contains certain representations, warranties and covenants regarding the Real Property Lease. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

5. Consent of the City. Pursuant to Section 29 of the Real Property Lease, the prior written consent of the City of Greenville is required in order to assign such lease. The City of Greenville, by evidence of its signature below, hereby consents to the assignment of the Real Property Lease from Assignor to Assignee.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall constitute an original.

7. Electronic Signature. Facsimile signature or signature received as a PDF attachment to electronic mail shall be treated as an original signature for all purposes hereunder.

This Assignment shall inure to the benefit of and shall be binding on Assignor and Assignee and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Real Property Lease as of the date first above written.

ASSIGNOR:

GREENVILLE CPL, LLC

By: Capitol Broadcasting Company, Inc.,
its Manager

By: _____

Name:

Title:

ASSIGNEE:

CHA BASEBALL MANAGEMENT, LLC

By: _____

Name:

Title:

CITY:

CITY OF GREENVILLE

By: _____

P.J. Connelly, Mayor

ATTEST:

APPROVED AS TO FORM:

Valerie Shiuwegar, City Clerk

Emanuel McGirt, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Valerie Shiuwegar personally appeared before me this day and acknowledged that she is City Clerk of CITY OF GREENVILLE, a North Carolina municipal corporation, and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by Mayor P.J. Connelly, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and notarial seal, this the ____ day of _____, 20____.

Notary Public

My Commission Expires:

SCHEDULE A

Lease Agreement by and between the City of Greenville and Assignor dated May 11, 2023

MEMORANDUM OF LEASE

Prepared by and after recording mail to:
Jennifer B. Venable, Esq., 2619 Western Blvd., Raleigh, North Carolina 27606

NORTH CAROLINA
PITT COUNTY

THIS MEMORANDUM OF LEASE AGREEMENT (this “Memorandum”) is made as of the ____ day of _____, 2024, by and between the **CITY OF GREENVILLE**, a North Carolina municipal corporation (the “City”), and **CHA BASEBALL MANAGEMENT, LLC**, a Maryland limited liability company (the “Tenant”), as successor in interest to Capitol Broadcasting Company, Inc. (“Prior Tenant”).

WHEREAS, Landlord and Prior Tenant were parties to that certain Lease Agreement dated as of May 11, 2023 (the “Lease”), a memorandum of which is recorded in Book 4413, Page 627 of the Pitt County registry, pursuant to which Landlord leased to Tenant certain property (the “Leased Property”) more particularly described below. The Lease was assigned by Prior Tenant to Tenant pursuant to an Assignment and Assumption of Lease dated _____, 2024.

The Leased Property is: The Guy Smith Stadium, from Deed Book M22, Pages 186-187 of the Pitt County registry, located at 2113 Myrtle Avenue, Greenville, Pitt County, North Carolina (tax parcel number 28991), inclusive of: Stadium playing field, Stadium seating, Stadium concessions areas, Stadium outfield fencing, Stadium permanent and portable bathrooms, Stadium press box and scoreboard, Stadium dug out areas, Stadium lighting, and all other common use areas within the campus of the Stadium.

Said Lease provides for an initial term of ten years and an option to renew at mutually agreeable terms for an additional five years at the end of the initial term, subject to the terms of the Lease.

The provisions set forth in the Lease, together with all the Exhibits attached thereto and any amendments entered into by the parties subsequent to this Memorandum, are hereby incorporated into this Memorandum by reference.

This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to interpret the terms thereof. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Lease as of the day and year first above written.

THE CITY:

CITY OF GREENVILLE,

By: P.J. Connelly, Mayor

ATTEST:

APPROVED AS TO FORM:

Valerie Shiuwegar, City Clerk

Emanuel McGirt, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Valerie Shiuwegar personally appeared before me this day and acknowledged that she is City Clerk of CITY OF GREENVILLE, a North Carolina municipal corporation, and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by Mayor P.J. Connelly, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and notarial seal, this the ____ day of _____, 20 ____.

Notary Public

My Commission Expires:

[AFFIX NOTARIAL STAMP OR SEAL]

TENANT:

CHA BASEBALL MANAGEMENT, LLC
a Maryland limited liability company

By: _____
Name: _____
Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a notary public of aforesaid county and state, certify that _____ personally appeared before me this day and acknowledged that (s)he is _____ of CHA BASEBALL MANAGEMENT, LLC, a _____ limited liability company, and that, being duly authorized to do so, executed the foregoing on its behalf as its act and deed.

WITNESS my hand and official stamp or seal, this ___ day of _____, 2014.

My Commission Expires: _____
Notary Public
Printed Name: _____

[AFFIX NOTARIAL STAMP OR SEAL]



City of Greenville, North Carolina

Meeting Date: 11/14/2024

Title of Item: Authorization to Receive Funds from the North Carolina Department of Environmental Quality for 2024 Community Waste Reduction and Recycling Grant

Explanation: The Public Works Department, Sanitation Division was selected to receive a 2024 Community Waste Reduction and Recycling (CWRAR) Grant in the amount of \$50,000 from the North Carolina Department of Environmental Quality. The purpose of the funds is to implement a citywide recycling education campaign to assist in reducing recycling contamination by the public.

The funding from this grant will be used for 44,000 contamination notice mailers as well as to purchase waste audit equipment to be installed on two (2) of the City's recycling trucks. This equipment, which includes cameras, GPS, and AI-enabled computers, will utilize machine learning to identify contaminants at a household level. During recycling collection, cameras analyze materials in the hopper for contamination. Contaminants are tracked to ensure each item is assigned to the correct household.

The goal of conducting waste audits is to provide residents with customized feedback on their recycling habits to raise awareness about the contamination they contribute to the recycling stream. This process enables residents to improve their recycling practices, ultimately reducing contamination at the household level and throughout the entire city. The most prevalent contamination items found in the blue recycling carts are food, plastic bags, wood, clothes, styrofoam, and yard waste.

Fiscal Note: The City will receive \$50,000 and the required match is \$12,500 for a total of \$62,500 for this project.

Recommendation: Authorized Public Works to receive funds from the Community Waste Reduction and Recycling Grant.

ATTACHMENTS

[2024 Community Waste Reduction and Recycling Grant Award Letter.pdf](#)

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

JAMIE RAGAN
Director



NORTH CAROLINA
Environmental Quality

March 28, 2024

Delbert Bryant
City of Greenville
1500 Beatty St.
Greenville, NC 27834

Dear Delbert,

We are pleased to announce that the Division of Environmental Assistance and Customer Service has decided to award your 2024 Community Waste Reduction and Recycling Grant proposal for a total of \$50,000 in state grant funding. We will begin working to establish a grant contract between the Department of Environmental Quality and City of Greenville, with a target start date of July 1, 2024 and an end-date of June 30, 2025.

Please note that the Department of Environmental Quality cannot reimburse any grant expenditure that is incurred before the grant contract start date. Also, grantees must make every attempt to finish their grant projects within the one-year grant contract period. Contract time extensions are possible but will only be allowed under extraordinary circumstances. Grantees who do not finish their projects by the original contract deadline risk forfeiting grant funds.

Congratulations on your successful grant proposal. If you have any questions about the grant award, please do not hesitate to contact Laura McCoy at 919-707-8127 or laura.mccoy@deq.nc.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Sandy Skolochenko".

Sandy Skolochenko
Community Waste Reduction and Recycling Grant Manager
Division of Environmental Assistance and Customer Service





City of Greenville, North Carolina

Meeting Date: 11/14/2024

Title of Item: Resolution Declaring Police Canine Audie as Surplus and Authorizing His Disposition to Officer Chad Bowen

Explanation: The Greenville Police Department (GPD) plans to retire K-9 Audie, who has served at GPD for ten (10) years. K-9 Audie and Officer Chad Bowen have been partners for eight (8) years, and Officer Chad Bowen has expressed interest in caring for Audie for the remainder of his life.

It has been the practice for many years to allow the handler to purchase the assigned K-9 upon retirement if the handler wishes to do so. Approval of the attached resolution declaring K-9 Audie as surplus and authorizing his disposition to Officer Chad Bowen will allow the purchase in accordance with North Carolina General Statutes relating to surplus property.

Fiscal Note: To meet the requirements of North Carolina General Statutes, Officer Chad Bowen will be charged \$1.00 to retain Audie.

Recommendation: Staff recommends approval of this resolution and transfer of K-9 Audie to Officer Chad Bowen for the remainder of his life.

ATTACHMENTS

[COG-#1199625-v1-Resolution_K9_Audi.doc](#)

RESOLUTION NO. _____-24
RESOLUTION DECLARING A POLICE CANINE AS SURPLUS
AND AUTHORIZING HIS DISPOSITION TO OFFICER CHAD BOWEN

WHEREAS, K-9 Audie, a police canine for the Greenville Police Department, has retired;

WHEREAS, K-9 Audie is ten (10) years old and has been in service with GPD for eight (8) years, which is the recommended service time for K-9s;

WHEREAS, Officer C. A. Bowen has been K-9 Audie's handler for the last eight (8) years and has requested that Audie be released to his care for the remainder of Audie's life; and

WHEREAS, North Carolina General Statute 160A-267 permits City Council to authorize the disposition of property valued at less than thirty thousand dollars (\$30,000) by private sale;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that K-9 Audie be and is hereby declared surplus to the needs of the City and is authorized to be conveyed to Officer Chad Bowen for one dollar (\$1.00).

This the ____ day of _____, 2024

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville,
North Carolina

Meeting Date: 11/14/2024

<u>Title of Item:</u>	Resolution Declaring Ironhorse Chairs as Surplus and Authorizing their Disposition to Pinetops Police Department
<u>Explanation:</u>	The Greenville Police Department (GPD) has offered to surplus four (4) Ironhorse Chair to the Pinetops Police Department. After reviewing the condition of the chairs, it has been determined that this resolution will provide a cost-effective solution to meet the seating needs of their department.
<u>Fiscal Note:</u>	To meet the requirements of North Carolina General Statutes, Pinetops Police Department will be charged \$1.00 each for four Ironhorse Chairs.
<u>Recommendation:</u>	Staff recommends approval of this resolution and transfer four Ironhorse Chairs to the Pinetops Police Department.

ATTACHMENTS

[COG-#1199628-v1-Resolution_to_Surplus_Chairs.doc](#)

RESOLUTION NO. _____-24
RESOLUTION DECLARING CERTAIN PROPERTY TO BE SURPLUS
AND AUTHORIZING DISPOSITION BY GREENVILLE POLICE DEPARTMENT

WHEREAS, the City of Greenville has surplus property as listed below;

ASSET#	MANUFACTURE	DESCRIPTION
0041965	IRONHORSE	CHAIR
0041966	IRONHORSE	CHAIR
0041967	IRONHORSE	CHAIR
0041968	IRONHORSE	CHAIR

WHEREAS, it is the desire of the City Council of the City of Greenville to sell the above-listed property;

WHEREAS, that the property listed above shall be sold on an “as is” basis with the sale being final;

WHEREAS, North Carolina General Statute 160A-267 permits City Council to authorize the disposition of property valued at less than thirty thousand dollars (\$30,000) by private sale;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that 4 Ironhorse Chairs be and are hereby declared surplus to the needs of the City and are authorized to be conveyed to Pinetops Police Department for one dollar each (\$1.00).

This the 14th day of November, 2024

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 11/14/2024

Title of Item: Resolution Declaring Ford Sedans as Surplus and Authorizing their Disposition to Teen Driving Solutions School

Explanation: The Greenville Police Department (GPD) has offered to surplus two (2) Ford Sedans to Teen Driving Solutions School (TDSS).

In July of 2024, Chief Sauls attended a course with his daughter at the Virginia International Raceway. The course is managed by the "Teen Driving Solutions School" (TDSS) which is based in North Carolina. The course teaches teens how to maneuver a vehicle in both low-speed activities, such as parking and navigating tight spaces, as well as at roadway speeds. The youth are paired with an instructor, all of whom are volunteers with the program, for two days of intensive classwork coupled with practical exercise. The parents are separated from their children and also attend an equal amount of classwork/discussion as well as practical exercises.

The goal of this course is to empower teen drivers with the resources necessary to "Arrive Alive Every Time They Drive"TM. TDSS is the nation's only two-day parent and teen advanced driver training school. In his personal experience, Chief Sauls witnessed a change in his daughter whereby she became a safer and more aware driver immediately following participation in the course.

Important information related to TDSS:

- Teenage vehicle fatalities are up 23% since 2019
- TDSS has trained more than 3,500 teens from 28 states
- TDSS boasts a 98% success rate of graduates remaining incident-free for five years after completing the training
- The course is designed to help teen drivers think differently and create a new mindset around driving
- TDSS focuses on the creation of vehicle control skills designed to create a country where automobile incidents are no longer a leading cause of death for teenagers

Chief Sauls learned that the course is possible only through donations and grant funds and that the vehicles used are vehicles previously used by law enforcement entities. These types of vehicles are already set up for the intense driving that is needed in the TDSS course and have many of the features that make them good

to use for student/instructor interaction. They are the primary need for the program's success and are the greatest expense as well.

Fiscal Note: To meet the requirements of North Carolina General Statutes, Teen Driving Solutions School will be charged \$1.00 each for two (2) Ford Sedans.

Recommendation: Staff recommends approval of this resolution and the transfer of two (2) Ford Sedans to Teen Driving Solutions School.

ATTACHMENTS

[COG-#1199627-v1-Resolution_to_Surplus_Sedans.docx](#)

RESOLUTION NO. _____-24
RESOLUTION DECLARING CERTAIN PROPERTY TO BE SURPLUS
AND AUTHORIZING DISPOSITION TO TEEN DRIVING SOLUTIONS SCHOOL

WHEREAS, the City of Greenville has surplus property as listed below;

ASSET#	YEAR	MANUFACTURER	DESCRIPTION
8190	2014	FORD	SEDAN
8274	2015	FORD	SEDAN

WHEREAS, it is the desire of the City Council of the City of Greenville to sell the above-listed property;

WHEREAS, the property listed above shall be sold on an “as is” basis with the sale being final.

WHEREAS, North Carolina General Statute 160A-267 permits City Council to authorize the disposition of property valued at less than thirty thousand dollars (\$30,000) by private sale;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that two Ford Sedans be and are hereby declared surplus to the needs of the City and are authorized to be conveyed to Teen Driving Solutions School for one dollar (\$1.00) each.

This the 14th day of November, 2024

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 11/14/2024

Title of Item: Various Tax Refunds Greater Than \$100

Explanation: **Abstract:** Pursuant to North Carolina General Statute 105-381, refunds are being reported to City Council. These are refunds created by a change or release of value for City of Greenville taxes by the Pitt County Tax Assessor. Pitt County Commissioners have previously approved these refunds; they are before City Council for their approval as well. These refunds will be reported as they occur when they exceed \$100.

Explanation: The Director of Financial Services reports refunds of the following taxes:

<u>Payee</u>	<u>Adjustment Refund</u>	<u>Amount</u>
Backus, Robert Earl	Registered Motor Vehicle	630.37
Spencer, Johnny William Jr	Registered Motor Vehicle	540.63
Measamer, Sylvia Harrington	Registered Motor Vehicle	465.45
Oneal, Gary Ryan Jr	Registered Motor Vehicle	462.41
Levine, Katlyn Avery	Registered Motor Vehicle	452.37
Greenland, Barry William	Registered Motor Vehicle	381.57
Pearsall, Maria Elena	Registered Motor Vehicle	350.44
Ruiz, Laylani Danielle	Registered Motor Vehicle	339.80
Nowell, Ebonee Braswell	Registered Motor Vehicle	311.09
Stone, Jaquan Lesean	Registered Motor Vehicle	307.55
Grillo, Christine Ann	Registered Motor Vehicle	292.27
Ormond, Herbert Lyman III	Registered Motor Vehicle	286.15
Wieder, Steven Mark	Registered Motor Vehicle	265.54
Van Wagner, Kenneth James	Registered Motor Vehicle	243.88
Carmon, Jasmine Chanee	Registered Motor Vehicle	238.49
Walston, Larry Dondald Jr	Registered Motor Vehicle	211.46

Baker, Harriett Hill	Registered Motor Vehicle	209.81
Sannapu, Satyadev	Registered Motor Vehicle	197.66
Christiano, Natalie Grace	Registered Motor Vehicle	196.14
Allen, Sally Hardee	Registered Motor Vehicle	181.38
Hobbs, Nolan Patrick	Registered Motor Vehicle	171.27
Copeland-Williams, Serena Marshelle	Registered Motor Vehicle	148.65
Bui, Kim Leigh	Registered Motor Vehicle	130.85
Daly, Debra Lynne	Registered Motor Vehicle	118.46
Scruggs, Richard Paul	Registered Motor Vehicle	111.80
Green, Clifton Earl Jr	Registered Motor Vehicle	111.59
Oliveria, Elizabeth Jane	Registered Motor Vehicle	111.01
Deyton, Robert Guy Jr	Registered Motor Vehicle	110.31
Lutz, Markus Alexander	Registered Motor Vehicle	109.69
Ellis, Frederick Wayne	Registered Motor Vehicle	105.90
Hardee, Wilbur	Registered Motor Vehicle	100.32
Aldi Nc LLC	Business Personal Property	12,985.17
Greenville Mobile Estates LLC	Business Personal Property	6,350.13
Greer Ventures LLC	Business Personal Property	4,539.73
Jacobs, Andrew James	Individual Property Taxes	254.86
Senna, Ronald J	Individual Property Taxes	196.77
Stewart, Karen	Individual Property Taxes	179.12
Savage, George Thomas	Individual Property Taxes	167.65
Edwards	Individual Property Taxes	152.16
Malloy, Connie Jones	Individual Property Taxes	125.06
Seaman, Aline	Individual Property Taxes	114.87

Fiscal Note: The total amount refunded is \$32,959.83

Recommendation: Approval of taxes refunded by City Council



City of Greenville, North Carolina

Meeting Date: 11/14/2024

Title of Item: Ordinance to annex Arbor Hills South, Section 2, Phase 12 & 13 property involving 10.3764 acres located along the northern right-of-way of L.T. Hardee Road and at the current terminus of Sparrow Court

Explanation: A. SCHEDULE

1. Advertising date: November 2, 2024
2. City Council public hearing date: November 14, 2024
3. Effective date: November 14, 2024

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 10.3764
4. Voting District: 4
5. Township: Grimesland
6. Zoning: RA20 (Residential-Agricultural)
7. Existing land use: Vacant
8. Anticipated land use: 30 single-family lots
9. Population estimate:

	Formula	Number of people
Total current:	0	0
Estimated at full development	30 X 2.18	65
Current minority	0	0
Estimated minority at full development	65 X 43.4%	28
Current white	0	0
Estimated white at full development	65 - 28	37

* Source: Census.gov

10. Rural fire tax district: Eastern Pines
11. Greenville fire district: Station 6
12. Present tax value: \$154,500
13. Estimated tax value: \$9,000,000

Fiscal Note: Estimated tax value at full development is \$9,000,000.

Recommendation: Approve the attached ordinance to annex the Arbor Hills South, Section 2, Phase 12 & 13 property.

ATTACHMENTS

- [Ordinance Arbor Hills South_ Section 2_ Phase 12 & 13 Annexation.DOC](#)
- [Arbor Hills South, Section 2, Phase 12 and 13 Annexation Map.pdf](#)

ORDINANCE NO. 24-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at 6:00 p.m. on the 14th day of November, 2024, after due notice by publication in The Daily Reflector on the 2nd day of November, 2024; and

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

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

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

TO WIT: Being all of that certain property as shown on the annexation map entitled “Arbor Hills South, Section 2, Phase 12 & 13”, involving 10.3764 acres.

LOCATION: Situate in Grimesland Township, Pitt County, North Carolina, located along the northern right-of-way of L.T. Hardee Road and at the current terminus of Sparrow Court.

GENERAL DESCRIPTION:

Lying and being in Grimesland Township, Pitt County, North Carolina, lying south of Oleander Drive, east of Knoll Circle and west of Plymouth Drive, and beginning at a point on the northern right-of-way of NCSR 1728 L.T. Hardee Road, the northeastern corner of the Open Space adjoining Lot 180, Arbor Hills South Cluster Subdivision, Section 2, Phase 7 (Map Book 85, Page 109), the “True Point of Beginning”. Thence from the “True Point of Beginning”, leaving the northern right-of-way of NCSR 1728 L.T. Hardee Road and following the eastern boundary of Arbor Hills South Cluster Subdivision, Section 2, Phase 7 the following calls: N45-47-56W – 359.09’ to a corner of Lot 176, thence N14-49-42W – 41.63’, thence N01-48-29E – 283.97’ to the southern right-of-way of Gerbera Court, thence N02-21-46E – 190.00’ to the southwest corner of Lot 211, Arbor Hills South, Section 2, Phase 9 (Map Book 89, Page 165), thence along the southern boundary of Phase 9 S87-38-14W – 914.27’ to a point in the western line of Lot

225, Arbor Hills South, Section 2, Phase 10 & 11 (Map Book 90, Page 191), thence with the western line of Phase 10 and 11 S04-28-57E –208.54’ to a point on the northern right-of-way of NCSR 1728 L.T. Hardee Road, thence following the northern right-of-way of NCSR L.T. Hardee Road as recorded in Map Book 83, Page 65 the following calls: S72-55-49W – 85.76’, thence with a curve to the left, having a radius of 700.77’ and being subtended by a chord of S62-04-29W – 263.96’, thence continuing with another curve to the left, having a radius of 780.00’ and being subtended by a chord of S47-33-34W – 99.57’, thence S43-53-59W – 142.66’, thence S43-35-22W – 157.64’, thence S43-47-57W – 118.75’ to the True Point of Beginning, containing 10.3764 Acres and being Parcel Number 88189 as filed with the Pitt County Tax Assessor’s Office.

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

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

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

Section 5. This annexation shall take effect from and after the 14th day of November, 2024.

ADOPTED this 14th day of November, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

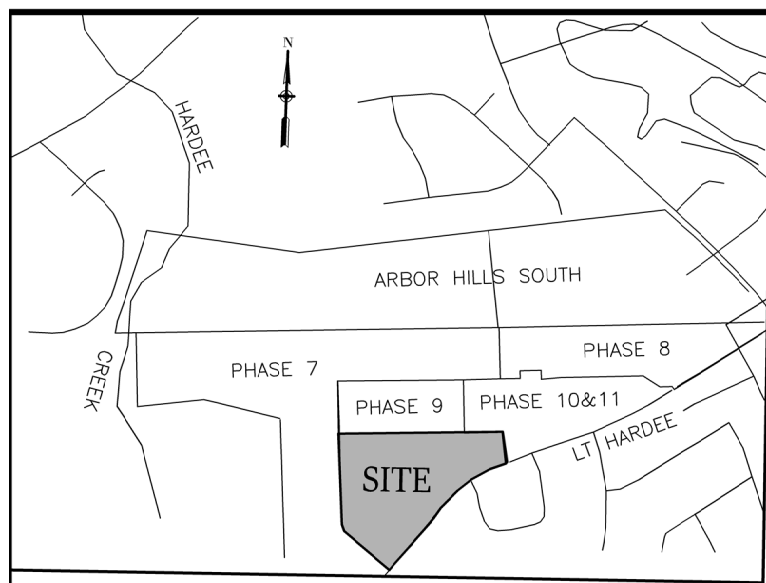
NORTH CAROLINA
PITT COUNTY

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

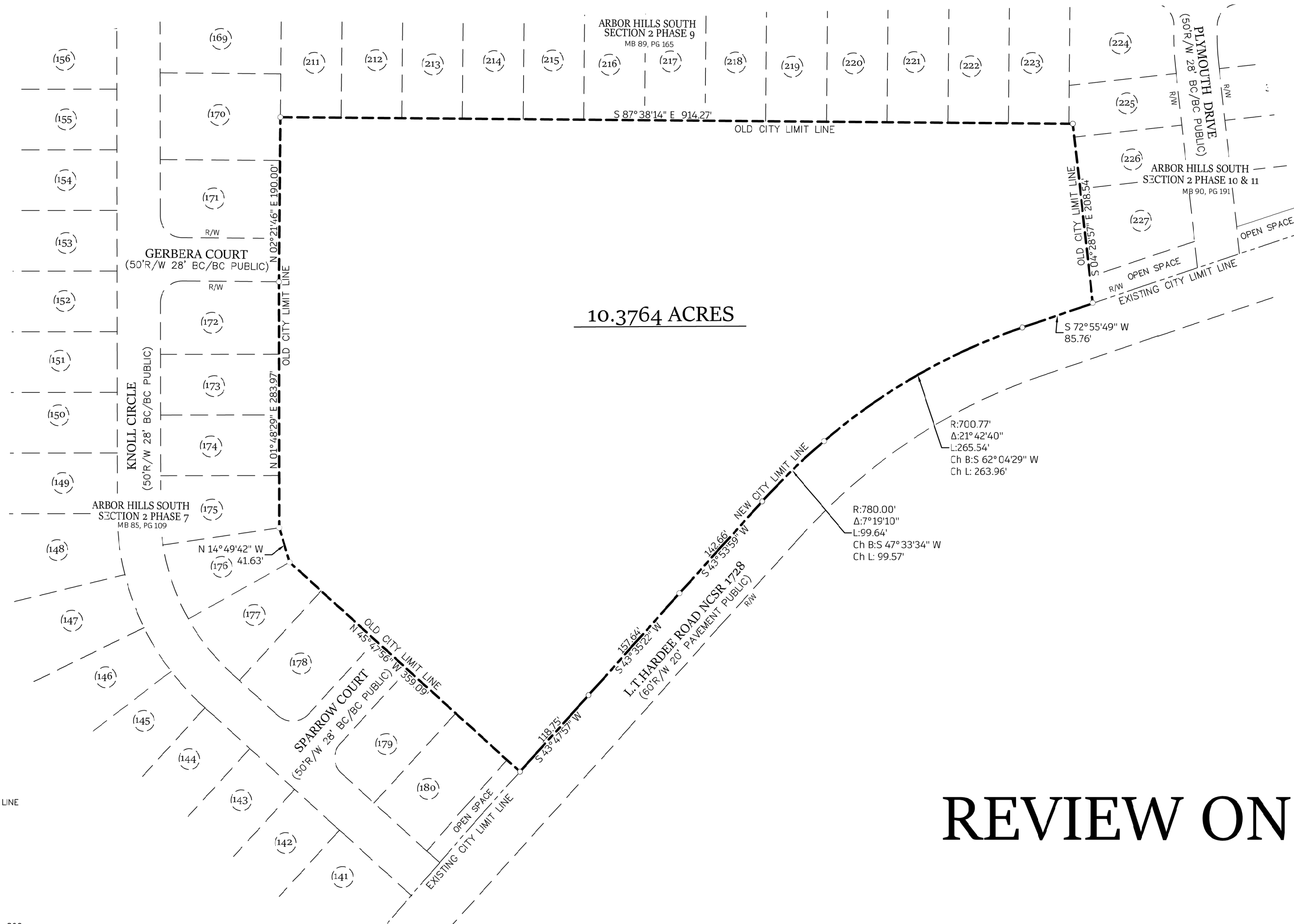
WITNESS my hand and official seal this ____th day of _____, 2024.

Notary Public

My Commission Expires: _____
1199413

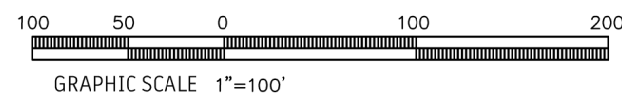


VICINITY MAP
SCALE 1" = 1000'



10.3764 ACRES

LEGEND
 - - - - - NEW CITY LIMIT LINE
 - - - - - OLD CITY LIMIT LINE
 - - - - - EXISTING CITY LIMIT LINE



PARCEL NUMBER 88189

ARBOR HILLS SOUTH SECTION 2, PHASE 12 & 13

GRIMESLAND TOWNSHIP PITT COUNTY NORTH CAROLINA

BILL CLARK HOMES OF GREENVILLE, LLC
 200 EAST ARLINGTON BLVD. SUITE A
 GREENVILLE, NC 27858
 (252) 355-5805



SURVEYED: JE/DE	APPROVED: DTB
DRAWN: RM	DATE: 12/7/23
CHECKED: DTB	SCALE: 1" = 100'

MAP NO.

MAPS RECORDED

BOOK

PAGE

MAP SHOWING AREA ANNEXED BY

THE CITY OF GREENVILLE

DATE

ORDINANCE NO.

10.3764 ACRES
AREA

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

PROFESSIONAL LAND SURVEYOR L-4146

CERTIFICATION

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

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, _____.

PROFESSIONAL LAND SURVEYOR L-_____

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

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

NOTARY PUBLIC _____
 MY COMMISSION EXPIRES _____

REVIEW ONLY



City of Greenville, North Carolina

Meeting Date: 11/14/2024

Title of Item: Ordinance to annex Ridgewood Farms, Phase 2 property involving a total of 17.91 acres located north of Thomas Langston Road and at the current termini of Stonebriar Drive and Sedge Drive

Explanation: A. SCHEDULE

1. Advertising date: November 2, 2024
2. City Council public hearing date: November 14, 2024
3. Effective date: November 14, 2024

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 17.91
4. Voting District: 2
5. Township: Winterville
6. Zoning: R6S (Residential-Single-Family) and R6 (Residential)
7. Existing land use: Vacant
8. Anticipated land use: 42 single-family lots and 69 multi-family units.
9. Population estimate:

	Formula	Number of people
Total current:	0	0
Estimated at full development	111 X 2.18	242
Current minority	0	0
Estimated minority at full development	242 X 43.4%	105
Current white	0	0
Estimated white at full development	242 - 105	137

* Source: Census.gov

10. Rural fire tax district: Rural Winterville
11. Greenville fire district: Station 5
12. Present tax value: \$894,500
13. Estimated tax value: \$23,625,000

Fiscal Note: Estimated tax value at full development is \$23,625,000.

Recommendation: Approve the attached ordinance to annex the Ridgewood Farms, Phase 2 property.

ATTACHMENTS

- [Ordinance Ridgewood Farms_ Phase 2 Annexation.DOC](#)
- [Ridgewood Farms, Phase 2 Annexation Map.pdf](#)

ORDINANCE NO. 24-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at 6:00 p.m. on the 14th day of November, 2024, after due notice by publication in The Daily Reflector on the 2nd day of November, 2024; and

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

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

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

TO WIT: Being all of that certain property as shown on the annexation map entitled “Ridgewood Farms, Phase 2”, involving 12.05 acres (Tract 1)

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

GENERAL DESCRIPTION:

Beginning at an existing iron pipe, said iron pipe being the southern corner of Lot 92, Langston Farms – Phase 10 as recorded in Map Book 71, Page 166 and also being along the northeastern line of Langston Farms Phase 1, Section 2 (Revised) as recorded in Map Book 56, Page 5 and being the Point of Beginning; Thence running along the line of Langston Farms – Phase 10 N 46-00-23 E, 426.52 feet; thence N 87-43-12 E, 654.90 feet along the line of Langston Farms Phase 11, Section 4 as recorded in Deed Book 2705, Page 582; thence N 86-48-15 E, 36.99 feet along the line of Ridgewood Farms – Phase 1 as recorded in Map Book 91, Page 76; thence S 02-16-48 E, 104.59 feet; thence S 87-43-12 W, 1.00 feet; thence S 02-16-48 E, 145.00 feet; thence S 87-43-12 W, 32.00 feet; thence S 02-16-48 E, 298.66 feet; thence along a counterclockwise arc having a radius of 925.00 feet and a chord bearing S 03-59-00 E, 54.99 feet; thence S 84-18-48 W, 315.96 feet; thence along a clockwise arc having a radius of 154.00 feet and a chord bearing S 52-48-31 W, 58.56 feet; thence N 54-18-14 W, 90.50 feet along the

line of Providence Place Section One and Section Two as recorded in Map Book 58, Page 9 and Map Book 59, Page 99, respectively; thence N 56-01-38 W, 127.78 feet; thence N 46-22-18 W, 99.60 feet; thence N 42-01-45 W, 44.25 feet; thence N 32-24-08 W, 103.50 feet; thence N 42-38-53 W, 27.75 feet; thence N 40-51-05 W, 63.30 feet; thence N 62-49-44 W, 133.77 feet to the Point of Beginning; containing 12.05 acres, more or less.

Section 2. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-31, as amended, the following described contiguous territory is annexed:

TO WIT: Being all of that certain property as shown on the annexation map entitled “Ridgewood Farms, Phase 2”, involving 5.86 acres (Tract 2).

LOCATION: Situate in Winterville Township, Pitt County, North Carolina, located at the current termini of Sunstone Way and Sedge Drive.

GENERAL DESCRIPTION:

Beginning at an existing iron pipe, said iron pipe being the northeast corner of Ridgewood Farms Townhomes – Phase 1 as recorded in Map Book 91, Page 78 and also being along the line of Ward Holdings, LLC property as recorded in Deed Book 1051, Page 826 and being the Point of Beginning; Thence N 88-10-11 E, 156.32 feet along the Ridgewood Farms Townhomes – Phase 1 line; thence S 01-49-49 W, 1.00 feet; thence N 88-10-11 W, 8.00 feet; thence S 01-49-49 W, 48.67 feet; thence N 88-10-11 W, 79.37 feet; thence N 02-16-48 W, 96.39 feet; thence S 87-43-12 W, 146.00 feet; thence N 02-11-45 W, 509.26 feet along the line of Ridgewood Farms – Phase 1 as recorded in Map Book 91, Page 76; thence N 86-04-17 E, 236.33 feet; thence N 03-55-43 W, 104.00 feet; thence N 86-04-17 E, 5.43 feet; thence along a clockwise arc having a radius of 175.00 feet and a chord bearing N 88-57-03 E, 17.58 feet; thence S 88-10-11 E, 75.00 feet; thence N 01-49-49 E, 11.11 feet; thence S 88-10-11 E, 117.32 feet; thence S 01-49-49 W 683.10 feet along the Ward Holdings line to the Point of Beginning; containing 5.86 acres, more or less.

Section 3. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G.S. 160A-23, be annexed into Greenville municipal election district two. The City Clerk, City Engineer, representatives of the Board of Elections, and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district two.

Section 4. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 5. The Mayor of the City of Greenville, North Carolina, shall cause a copy of the map of the territory annexed by this ordinance and a certified copy of this ordinance to be recorded in the office of the Register of Deeds of Pitt County and in the Office of the Secretary of State in Raleigh, North Carolina. Such a map shall also be delivered to the Pitt County Board of Elections as required by G.S. 163-288.1.

Section 6. This annexation shall take effect from and after the 14th day of November, 2024.

ADOPTED this 14th day of November, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

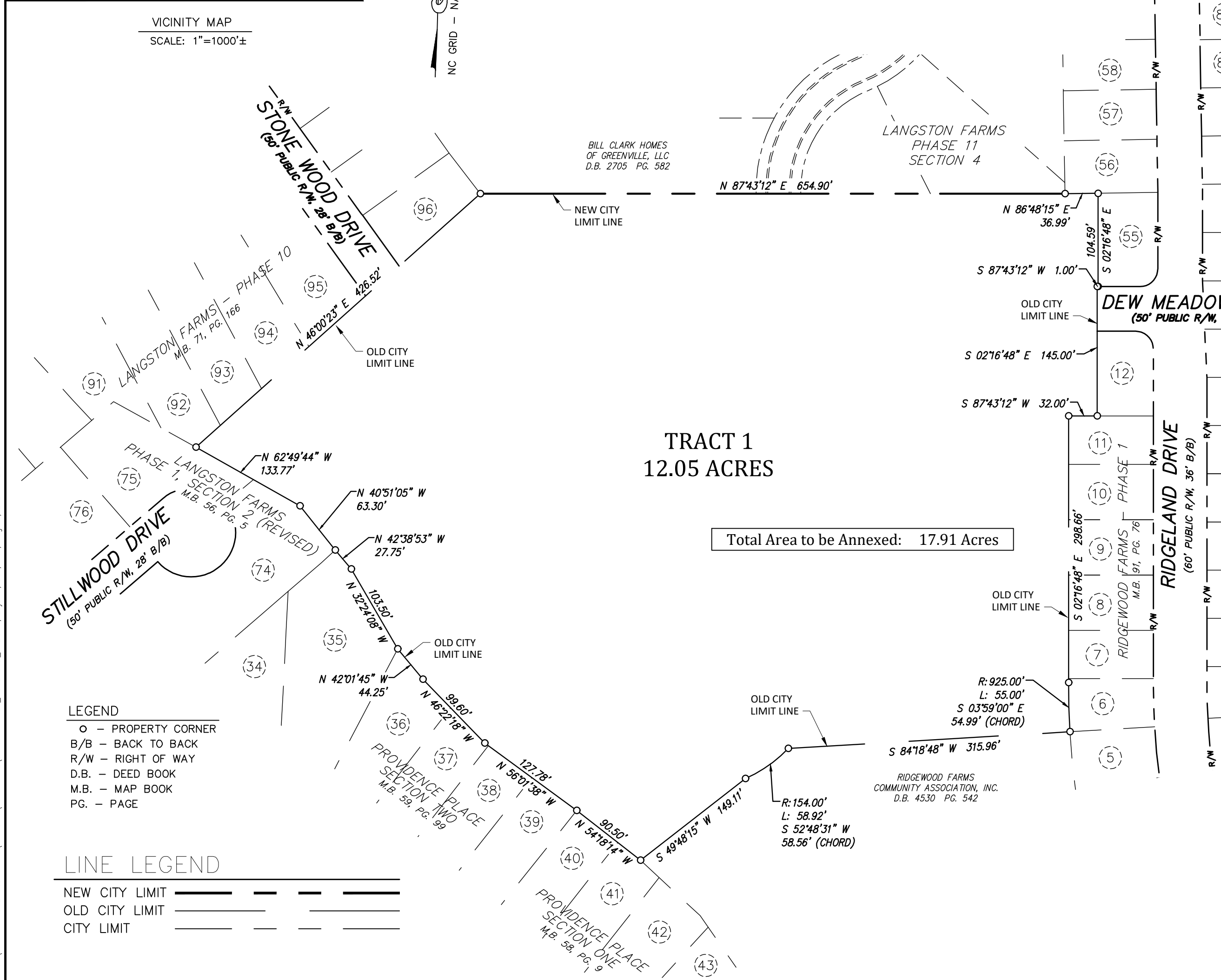
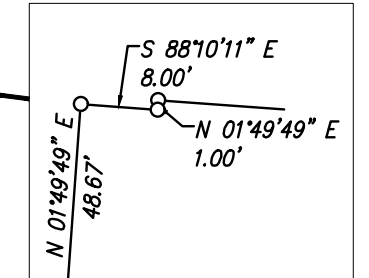
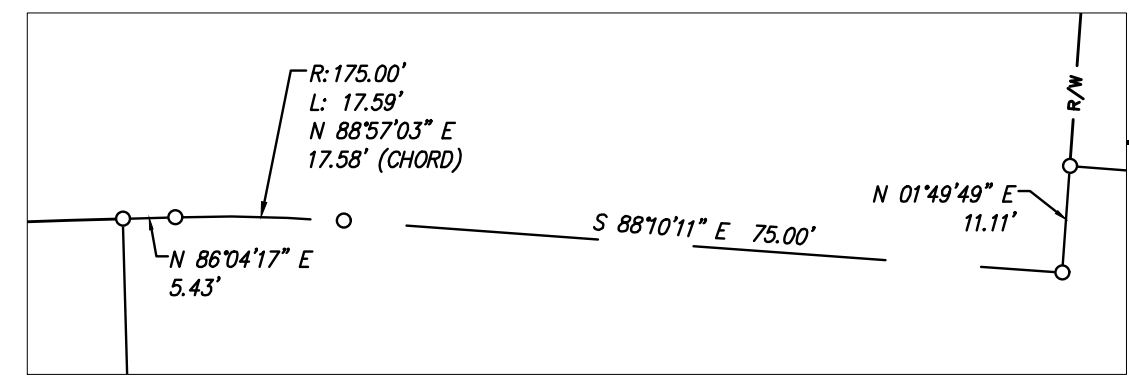
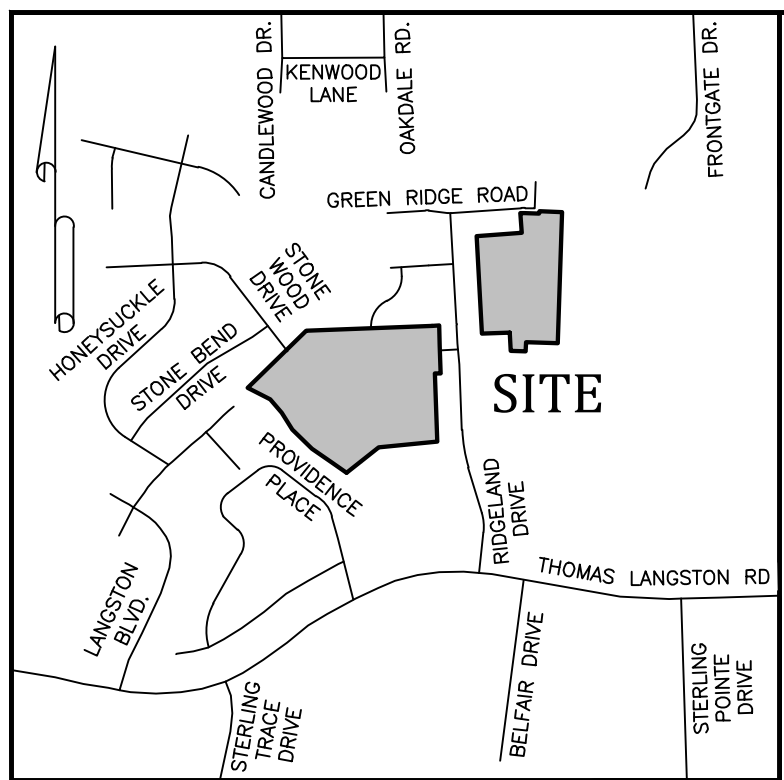
I, _____, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was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

WITNESS my hand and official seal this ____th day of _____, 2024.

Notary Public

My Commission Expires: _____
1199400

D:\VARK_DROPBOX\01 - PROJECTS\ACTIVE\DR_HORTON\19001 - RIDGEWOOD FARMS - DWG\03 - FINAL\10-34-ANNEX-RIDGEWOOD_Phd.DWG, Layout1, Dwg, Mon, Aug 19, 2024 @ 2:28 PM



- NOTES:**
1. ACREAGE CALCULATED BY THE COORDINATE METHOD.
 2. NO N.C.G.S. HORIZONTAL CONTROL MONUMENTS FOUND WITHIN 2000 FEET OF THIS PROPERTY.
 3. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS IN FEET AND DECIMALS THEREOF UNLESS NOTED OTHERWISE.
 4. THAT THIS SURVEY IS OF AN EXISTING PARCEL OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
 5. 1/2" IRON PIPES SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED. NO IRON PIPES SET IN C/L DITCH UNLESS OTHERWISE NOTED. FRONT LOT CORNERS ADJACENT TO SIDEWALK TO BE MARKED BY DRILL HOLES.
 6. THIS PROPERTY IS LOCATED IN FLOOD ZONE X AS MAPPED, PER N.C. FIRM MAP # 3720467600K, CID 370191, PANEL NO. 4676, EFFECTIVE DATE: 07/07/2014, ZONE X (NOT IN A FLOOD ZONE).
 7. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, AND RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.

- REFERENCES:**
8. DB 4530, PG 542
 - DB 4225, PG 135
 - DB 2705, PG 582
 - DB 2487, PG 410-412
 - DB 1051, PG 826
 - MB 91, PG 78-79
 - MB 91, PG 76-77
 - MB 62, PG 173
 - MB 62, PG 37
 - MB 15, PG 2
- ALTA/NSPS LAND TITLE SURVEY FOR YBVA, LLC BY GARY S. MILLER, DATED MAY 27, 2022.

SURVEYOR'S CERTIFICATION

I, ANTHONY J. HAMM, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _____, PAGE _____, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____, PAGE _____, OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(1)(d), THIS SURVEY IS OF ANOTHER CATEGORY AND IS AN EXEMPTION TO THE DEFINITION OF A SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE _____ DAY OF AUGUST, 2024.

SIGNED: ANTHONY J. HAMM, P.L.S. L-3754

REVIEW OFFICER'S CERTIFICATION

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

BY _____ REVIEW OFFICER

DATE: _____

- LEGEND**
- - PROPERTY CORNER
 - B/B - BACK TO BACK
 - R/W - RIGHT OF WAY
 - D.B. - DEED BOOK
 - M.B. - MAP BOOK
 - PG. - PAGE

- LINE LEGEND**
- NEW CITY LIMIT
 - OLD CITY LIMIT
 - CITY LIMIT

ANNEXATION PLAT FOR
RIDGEWOOD FARMS, PHASE 2
GREENVILLE MUNICIPALITY, WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.

COASTAL CAROLINA SURVEYORS, PLLC
SURVEYED: AJH APPROVED: AJH
DRAWN: CEW DATE: 8-1-2024
CHECKED: AJH SCALE: 1"=100'

PO Box 2768, Winterville, NC 28590
AJH cell (252) 320-4601
jamiehamm.ccsurveyors@yahoo.com

MAP NO.	PLATS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C.
DATE: _____ ORDINANCE NO. _____ AREA: 17.91 AC.
WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.





City of Greenville, North Carolina

Meeting Date: 11/14/2024

Title of Item: Ordinance requested by Rennsport Motorwerks, LLC to rezone 1.52 acres located along the western right-of-way of Port Terminal Road and 400+/- feet north of East 10th Street from RA20 (Residential-Agricultural) to CH (Heavy Commercial)

Explanation: **Required Notices:**

- Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on October 1, 2024.
- On-site sign(s) posted on October 1, 2024.
- City Council public hearing notice (property owner and adjoining property owner letter) mailed on October 29, 2024.
- Public hearing legal advertisement published on November 2, 2024 and November 9, 2024.

Comprehensive Plan:

The Future Land Use and Character Map recommends commercial (C) at the northwestern corner of the intersection of East 10th Street and Port Terminal Road extending to the north and transition to traditional, low-medium density (TNLM) to the west. Further, potential conservation/open space is recommended to the north. Potential conservation/open space (PCOS) is recommended to indicate potential environmental constraints.

Commercial

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

Intent:

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

Primary uses:

Commercial (small and large format)

Office

Secondary uses:

Institutional/civic

Traditional Neighborhood, Low-Medium Density

Residential area with a mix of housing types on small lots with a single-family neighborhood appearance. Traditional neighborhoods should have a walkable street network of small blocks, a defined center and edges, and connections to surrounding development.

Intent:

- Provide streetscape features such as sidewalks, street trees, and lighting
- Introduce neighborhood-scale commercial centers at key intersections

Primary uses:

Single-family residential

Two-family residential

Attached residential (townhomes)

Secondary uses:

Multi-family residential

Small-scale institutional/civic (churches and school)

Potential Conservation/Open Space

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

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

Intent:

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

Thoroughfare/Traffic Report Summary (Engineering Department):

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 29 trips to and from the site on Port Terminal Road, which is a net increase of 10 additional trips per day. Since the traffic analysis for the requested rezoning indicates that the proposal would generate very little traffic over the existing zoning, a traffic report was not generated.

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

History/Background:

In 1976, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned RA20 as part of a large-scale ETJ extension.

Existing Land Uses:

One (1) single-family residence

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

The property drains to the Hardee Creek (Tar River Basin). If stormwater rules

apply, it would require 10-year detention, nitrogen, and phosphorus reduction.

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

Surrounding Land Uses and Zoning:

North: CH - Vacant

South: RA20 - One (1) single-family residence

East: R6 - Vacant

West: R6A - The Davis Apartments

Density Estimates:

Under the current zoning, the site could accommodate 2 single-family lots.

Under the proposed zoning, the site could accommodate 13,000+/- square feet of major repair.

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

Fiscal Note: No cost to the City.

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

Therefore, staff recommends approval.

The Planning and Zoning Commission voted unanimously to approve the request at its October 15, 2024 meeting.

"In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely

surrounded by the same or compatible and desirable zoning and (ii) promoted the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

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

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

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

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

ATTACHMENTS

- [Ordinance Rennsport Motorwerks_ LLC Rezoning.DOC](#)
- [Text_Excerpt_Rennsport_Motorwerks_LLC.pdf](#)
- [Rennsport Motorwerks, LLC APO Map.pdf](#)
- [Rennsport Motorwerks, LLC Survey.pdf](#)
- [List of Uses RA20 to CH.pdf](#)
- [Density and Veg Charts.pdf](#)

ORDINANCE NO. 24-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 6, Chapter 160D, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 14th day of November, 2024, at 6:00 p.m., conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

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

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

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

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

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

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

TO WIT: Rennsport Motorwerks, LLC

LOCATION: Located along the western right-of-way of Port Terminal Road and 400+/- feet north of East 10th Street.

DESCRIPTION: BEGINNING AT A POINT ON THE WESTERN RIGHT-OF-WAY OF NCSR 1533-PORT TERMINAL ROAD, SAID POINT BEING THE SOUTHEASTERNMOST CORNER OF THE CASS A. WIGENT PROPERTY AS DESCRIBED IN DEED BOOK 3783, PAGE 350 OF THE PITT COUNTY REGISTER OF DEEDS OFFICE. SAID POINT ALSO BEING LOCATED APPROXIMATELY 407' AS MEASURED ALONG THE WESTERN RIGHT-OF-WAY OF NCSR 1533-PORT TERMINAL ROAD IN A NORTHERLY DIRECTION FROM A POINT LOCATED WHERE THE WESTERN RIGHT-OF-WAY OF NCSR 1533-PORT TERMINAL ROAD INTERSECTS THE NORTHERN RIGHT-OF-WAY OF EAST 10TH STREET. FROM THE ABOVE DESCRIBED BEGINNING, SO LOCATED, RUNNING THENCE AS FOLLOWS: LEAVING THE WESTERN RIGHT-OF-WAY OF NCSR 1533-PORT TERMINAL ROAD AND WITH THE NORTHERN LINE OF SAID WIGENT PROPERTY, N 60°00'00" W 239.85', THENCE N 30°00'00" E 276.00', THENCE S 60°00'00" E 239.85' TO THE WESTERN RIGHT-OF-WAY OF NCSR 1533-PORT TERMINAL ROAD, THENCE WITH THE WESTERN RIGHT-OF-WAY OF NCSR 1533 - PORT TERMINAL ROAD, S 30°00'00" W 276.00' TO THE POINT OF BEGINNING CONTAINING 1.52 ACRES.

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

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

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

ADOPTED this 14th day of November, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk
1199398

Excerpt from the draft Planning & Zoning Commission Minutes (10/15/2024)

2. REQUEST BY RENNSPORT MOTORWERKS, LLC TO REZONE 1.52 ACRES LOCATED ALONG THE WESTERN RIGHT-OF-WAY OF PORT TERMINAL ROAD AND 400+/- FEET NORTH OF EAST 10TH STREET FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO CH (HEAVY COMMERCIAL).

Chris Kelly, Planner II, presented on behalf of City Staff. The property drains to the Hardee Creek Watershed. If stormwater rules apply, it would require 10-year detention, nitrogen and phosphorus reduction. The property is not located in the Special Flood Hazard Area. No jurisdictional wetlands, streams and riparian buffers exist on the property. The requested zoning could generate a net increase of 10 trips per day. Under the current zoning of RA20 (Residential-Agricultural), the site could accommodate 2 single-family lots. Under the proposed zoning of CH (Heavy Commercial), the site could accommodate 13,000+/- square feet of major repair. The adjacent property to the north is also zoned CH. The Future Land Use and Character Map recommends commercial (C) at the northwestern corner of the intersection of East 10th Street and Port Terminal Road extending to the north and transitioning to traditional, low-medium density (TNLM) to the west. Further, potential conservation and open space (PCOS) is recommended to the north. Potential conservation open space is recommended to indicate potential environmental constraints. In staff's opinion the requested zoning is in compliance with the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Therefore, staff recommends approval.

Vice-Chair Woodmansee opened the public hearing.

Mike Baldwin, Baldwin Designs, spoke in favor of the request.

Cass Wigent, adjacent property owner, spoke in favor of the request.

No one spoke in opposition of the request.

Vice-Chair Woodmansee closed the public hearing and opened board discussion.

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

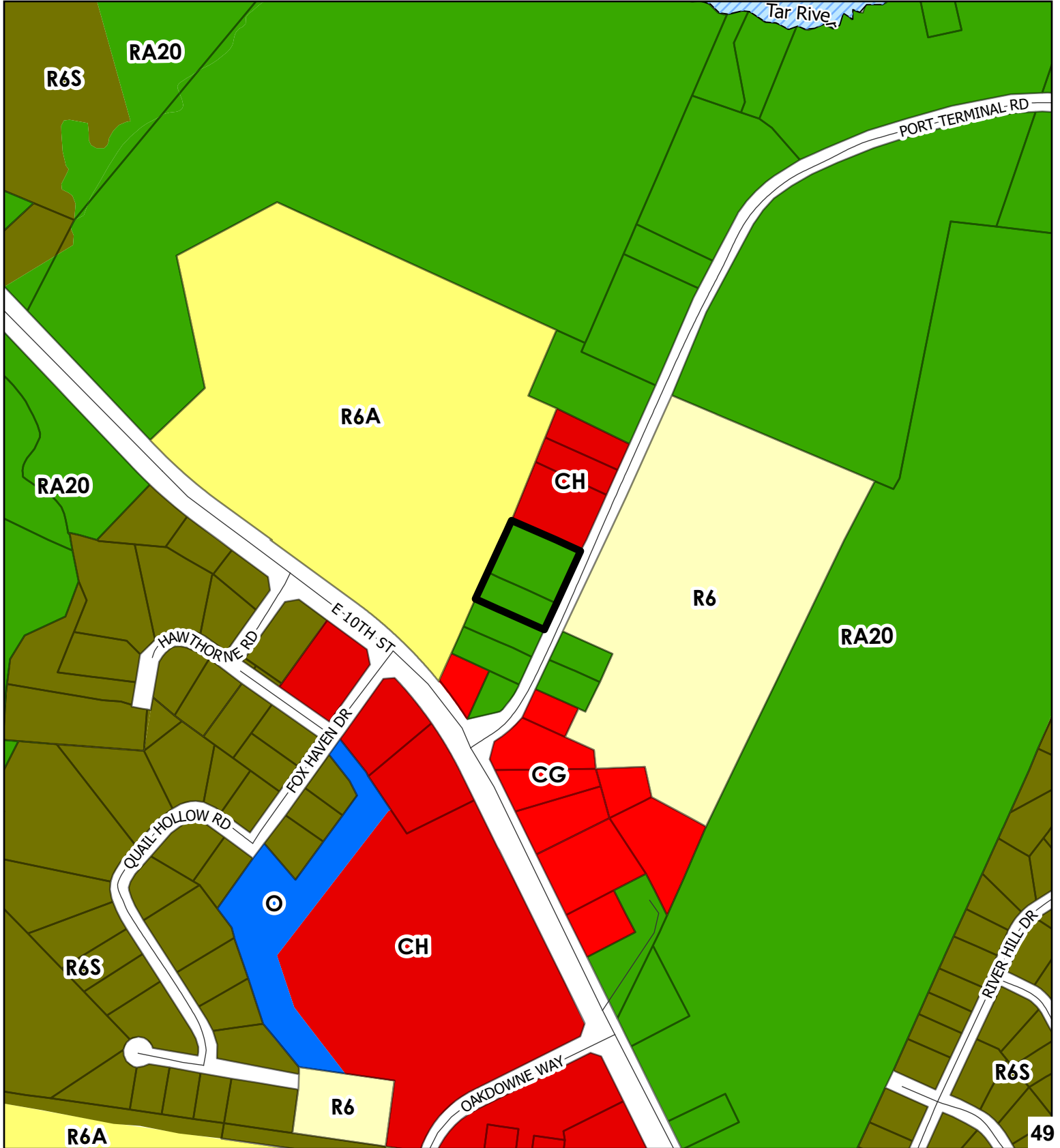
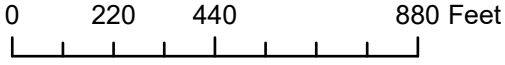
Rennsport Motorwerks, LLC

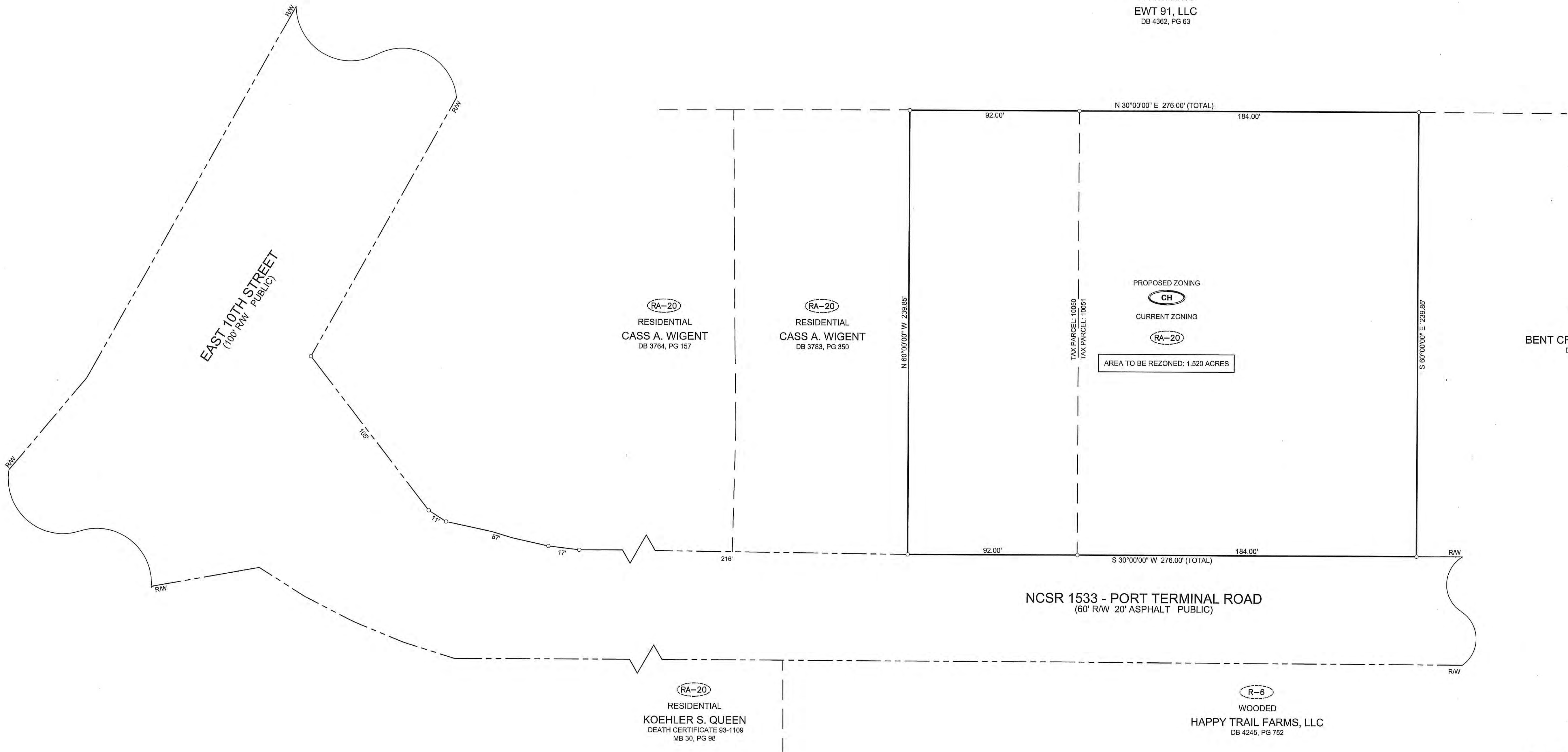
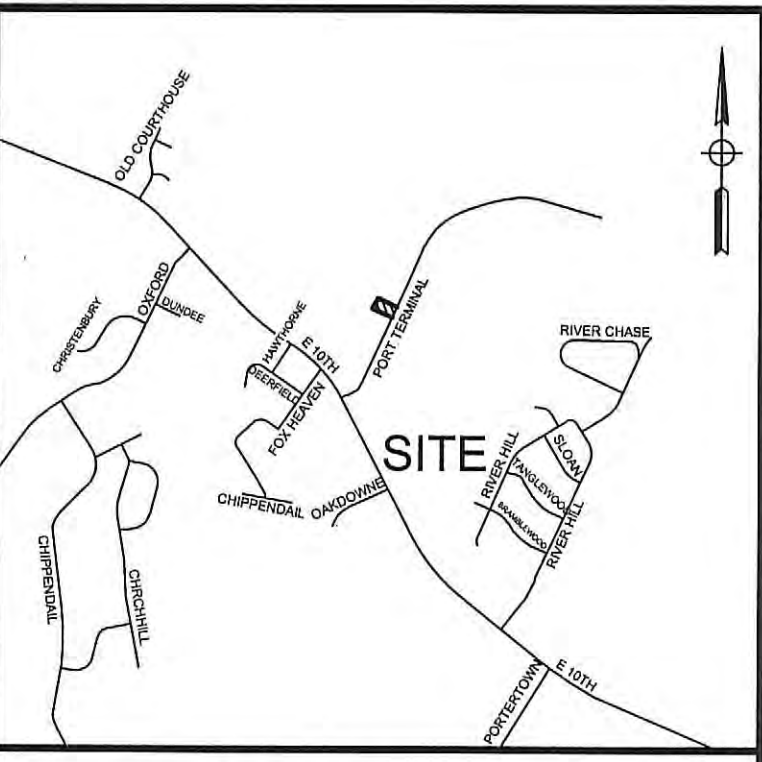
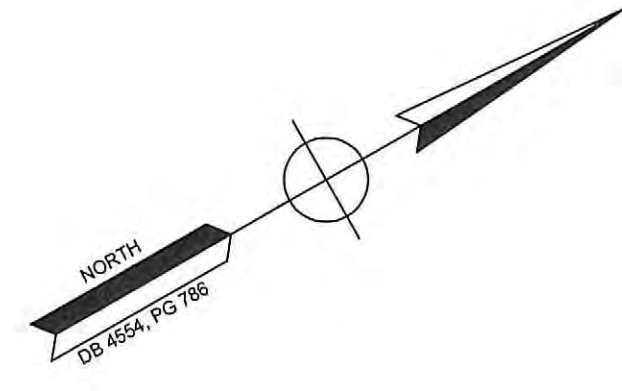
From: RA20

To: CH

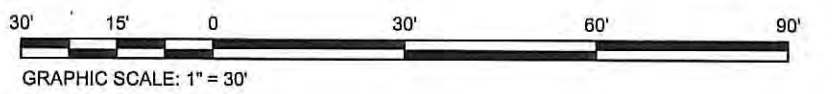
Acres: 1.52

October 15, 2024





- GENERAL NOTES**
1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 2. BEARINGS AND DISTANCES AROUND BOUNDARY OF THIS LOT WERE TAKEN FROM INFORMATION FOUND IN DEED BOOK 4554, PAGE 786 OF THE PITT COUNTY REGISTER OF DEEDS AND DOES NOT REPRESENT AN ACTUAL SURVEY BY THIS FIRM.



SHEET 1 OF 1
REZONING MAP
TAX PARCEL #10050 & 10051

RENNSPORT MOTORWERKS, LLC

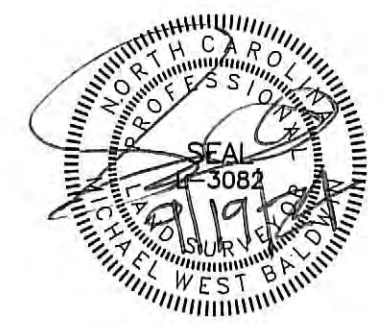
REFERENCE: DEED BOOK 4554, PAGE 786
OF THE PITT COUNTY REGISTER OF DEEDS

GREENVILLE TOWNSHIP, PITT COUNTY, NC

OWNER: RENNSPORT MOTORWERKS, LLC
 ADDRESS: PO BOX 1863
GREENVILLE, NC 27835
 PHONE: (252) 916-9028

Baldwin Design Consultants, PA ENGINEERING - LAND PLANNING - SURVEYING 225 LYNDALE COURT, SUITE E GREENVILLE, NC 27858 252.756.1390	LICENSE # C-34658	SURVEYED: N/A	APPROVED: MWB
	3082	DRAWN: TWR	DATE: 09/16/2024
		CHECKED: MWB	SCALE: 1" = 20'

- LEGEND**
- R/W = RIGHT-OF-WAY
 - B/B = BACK TO BACK
 - MBL = MINIMUM BUILDING LINE
 - EIP = EXISTING IRON PIPE
 - PROP = PROPOSED
 - CONC = CONCRETE
 - EX = EXISTING
 - TYP = TYPICAL
 - - - = NOT TO SCALE



Y:\DRAWINGS\24-017 RENNSPORT MOTORWERKS, LLC\24-017 REZONING.dwg Wed, Sep 18, 2024--1:07pm MRIVERA

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

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

b.	City of Greenville municipal government building or use (see also section 9-4-103)
c.	County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
d.	Federal government building or use
e.	County government operation center
g.	Liquor store, state ABC
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
b.	Greenhouse or plant nursery; including accessory sales
d.	Farmers market
e.	Kennel (see also section 9-4-103)
h.	Animal boarding not otherwise listed; outside facility, as an accessory or principal use
l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
b.	Golf course; par three
c.	Golf driving range
c(1).	Tennis club; indoor and outdoor facilities
e.	Miniature golf or putt-putt course
f.	Public park or recreational facility
h.	Commercial recreation; indoor only, not otherwise listed
i.	Commercial recreation; indoor and outdoor, not otherwise listed
j.	Bowling alley
n.	Theater; movie or drama, indoor only
o.	Theater; movie or drama, including outdoor facilities
q.	Circus, carnival, or fair, temporary only (see also section 9-4-103)
s.	Athletic club; indoor only
t.	Athletic club; indoor and outdoor facilities
(7) Office/Financial/Medical	
a.	Office; professional and business, not otherwise listed
b.	Operation/processing center
c.	Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
d.	Bank, savings and loans or other savings or investment institutions
e.	Medical, dental, ophthalmology or similar clinic, not otherwise listed
f.	Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
g.	Catalogue processing center
(8) Services	
c.	Funeral home
e.	Barber or beauty salon
f.	Manicure, pedicure or facial salon
n.	Auditorium
o.	Church or place of worship (see also section 9-4-103)
q.	Museum

r.	Art gallery
s.	Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
u.	Art studio including art and supply sales
v.	Photography studio including photo and supply sales
w.	Digital broadcast studio (see also section 9-4-103)
y.	TV and/or radio broadcast facilities, including receiving and transmission equipment and towers or cellular telephone and wireless communication towers
y(4)	Distributed Antenna System (See also 9-4-103 (Q))
z.	Printing or publishing service including graphic art, maps, newspapers, magazines and books
aa.	Catering service including food preparation (see also restaurant; conventional and fast food)
bb.	Civic organizations
cc.	Trade or business organizations
hh.	Exercise and weight loss studio; indoor only
kk.	Launderette; household users
ll.	Dry cleaners; household users
mm.	Commercial laundries; linen supply
oo.	Clothes alteration or shoe repair shop
pp.	Automobile wash
qq.	Pet grooming facility (see also section 9-4-103)
ss.	Tattooing
tt.	Microblading
(9) Repair	
b.	Minor repair; as an accessory or principal use
c.	Upholsterer; automobile, truck, boat, or other vehicle, trailer or van
d.	Upholsterer; furniture
f.	Appliance; household and office equipment repair
g.	Jewelry, watch, eyewear or other personal item repair
(10) Retail Trade	
a.	Miscellaneous retail sales; non-durable goods, not otherwise listed
b.	Gasoline or automotive fuel sales; accessory or principal use, retail
c.	Wine shop; including on-premise consumption (see also section 9-4-103)
d.	Pharmacy
e.	Convenience store (see also gasoline sales)
f.	Office and school supply, equipment sales
g.	Fish market; excluding processing or packing
h.	Restaurant; conventional
i.	Restaurant; fast food
k.	Medical supply sales and rental of medically-related products including uniforms and related accessories
l.	Electronic; stereo, radio, computer, TV, etc... sales and accessory repair
m.	Appliance; household use, sales and accessory repair, excluding outside storage

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

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

hh.	Hookah café (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing	
d.	Stone or monument cutting, engraving
j.	Moving and storage; including outside storage
l.	Warehouse or mini-storage warehouse, commercial or industrial; including outside storage
y.	Recycling collection station or facilities
(15) Other Activities (not otherwise listed - all categories)	
a.	Other activities; personal services not otherwise listed
b.	Other activities; professional services not otherwise listed
c.	Other activities; commercial services not otherwise listed
d.	Other activities; retail sales not otherwise listed

RESIDENTIAL DENSITY CHART

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

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

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

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

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

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

Bufferyard A (street yard)

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

Street trees may count toward the minimum acreage.

Bufferyard B (no screen required)

Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)

Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

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

Bufferyard D (screen required)

Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

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

Bufferyard E (screen required)

Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

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

Bufferyard F (screen required)

Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

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

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



City of Greenville, North Carolina

Meeting Date: 11/14/2024

Title of Item: Ordinance requested by the Planning and Development Services Department to Amend the Definition for a Conventional Restaurant

Explanation: Due to a change in the North Carolina General Statutes, this text amendment is to update the City's definition of a "restaurant, conventional" to conform with the State's definition.

Text that is "red" indicates proposed changes and text that is " ~~red~~" indicates text to be deleted.

Current Definition

Restaurant, conventional. ~~An eating establishment open to the general public of which the principal use is food services, including food ordering, food preparation and on-premises food consumption,~~ A facility that prepares and sells food and drink that has alcoholic beverage sales less than 70% of the business's monthly sales and which meets all of the following:

~~(1) Has sales of prepared and/or packaged foods, in a ready-to-consume state, in excess of 30% of the total gross receipts for the establishment during any month.~~

~~(a) In determining the portion of sales that can be attributed to the sale of prepared and/or packaged food in a ready-to-consume state, the following sales shall be included: food prepared in the establishment's kitchen and served as a meal to be consumed on the premises or as a take-out order; packaged food sold to accompany the meal; and non-alcoholic beverages sold to accompany the meal.~~

~~(b) The following shall not be included in the portion of sales that can be attributed to the sales of prepared and/or packaged food in a ready-to-consume state: mixed alcoholic beverages, including the mixer; any other alcoholic beverage; grocery items not ordered and purchased with meals; and any other product, item, entertainment, service or gratuity which is not specified in this subsection (1) as a sale to be included in the portion of sales that can be~~

~~attributed to the sales of prepared and/or packaged food in a ready-to-consume state.~~

~~—(c) For purposes of determining compliance under this subsection (1),~~

~~(2) May offer food in disposable containers;~~

(3) ~~Does~~ Provides sit down dining area(s);

(4) ~~Does~~ Provides table cleaning and clearing (busboy) services;

(5) ~~Does~~ Provides attendant (waiter/waitress) food delivery services, unless over the counter service is provided in accordance with subsection (95) below;

(6) May offer carry-out and/or off-site delivery services, provided the food service is an accessory activity;

~~(7) Does not offer drive-in attendant services;~~

(8) May exhibit one but not both of the following operational functions or characteristics:

(a) Drive-through service; or

(b) Over the counter service. For purposes of this section, the term "over the counter service" shall include both customer ordering and the receipt of food, excepting beverages, condiments, utensils and the like, from an order/delivery station or counter remote to the on-site place of consumption.

(9) May have a full service bar, live or recorded amplified music, floor show and dancing area which is open to the restaurant patrons and general public. ~~and is limited to the hours of operation of the principal use restaurant.~~

(7) Shall have a kitchen and an inside dining area with seating for at least 10 people. It is not necessary for an establishment to maintain kitchen operations at all times it is open to the public to qualify as a restaurant.

Proposed Language

Restaurant, conventional. A facility that prepares and sells food and drink that has alcoholic beverage sales less than 70% of the business's monthly sales and which meets all of the following:

(1) Provides sit down dining area(s);

(2) Provides table cleaning and clearing (busboy) services;

(3) Provides attendant (waiter/waitress) food delivery services, unless over the counter service is provided in accordance with subsection (5) below;

(4) May offer carry-out and/or off-site delivery services, provided the food service is an accessory activity;

(5) May exhibit one but not both of the following operational functions or characteristics:

(a) Drive-through service; or

(b) Over the counter service. For purposes of this section, the term "over the counter service" shall include both customer ordering and the receipt of food, excepting beverages, condiments, utensils and the like, from an order/delivery station or counter remote to the on-site place of consumption.

(6) May have a full service bar, live or recorded amplified music, floor show and dancing area which is open to the restaurant patrons and general public.

(7) Shall have a kitchen and an inside dining area with seating for at least 10 people. It is not necessary for an establishment to maintain kitchen operations at all times it is open to the public to qualify as a restaurant.

Fiscal Note:

No cost to the City.

Recommendation:

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

Therefore, staff recommends approval.

The Planning and Zoning Commission voted to recommend approval (3:2) of the request at its October 15, 2024 meeting.

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

If City Council determines to deny the amendment, in order to comply with the

statutory requirement, it is recommended that the motion be as follows:

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

ATTACHMENTS

- [Ordinance Definition of Conventional Restaurant Text Amendment.DOC](#)
- [Text_Excerpt_Restaurant_Definition.pdf](#)

ORDINANCE NO. 24-
AN ORDINANCE AMENDING THE CITY CODE
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 6, Chapter 160D, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 14th day of November, 2024, at 6:00 p.m., conduct an electronic meeting and conduct a public hearing on the adoption of an ordinance amending the City Code;

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

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

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

Section 1: That Title 9, Chapter 4, Section 22, is hereby amended by deleting and replacing the definition of "*Restaurant, conventional*" with the following in its respective suitable location based on its alphabetical ordering:

Restaurant, conventional. A facility that prepares and sells food and drink that has alcoholic beverage sales less than 70% of the business's monthly sales and which meets all of the following:

- (1) Provides sit down dining area(s);
- (2) Provides table cleaning and clearing (busboy) services;

- (3) Provides attendant (waiter/waitress) food delivery services, unless over the counter service is provided in accordance with subsection (5) below;
- (4) May offer carry-out and/or off-site delivery services, provided the food service is an accessory activity;
- (5) May exhibit one but not both of the following operational functions or characteristics:
 - (a) Drive-through service; or
 - (b) Over the counter service. For purposes of this section, the term "over the counter service" shall include both customer ordering and the receipt of food, excepting beverages, condiments, utensils and the like, from an order/delivery station or counter remote to the on-site place of consumption.
- (6) May have a full service bar, live or recorded amplified music, floor show and dancing area which is open to the restaurant patrons and general public.
- (7) Shall have a kitchen and an inside dining area with seating for at least 10 people. It is not necessary for an establishment to maintain kitchen operations at all times it is open to the public to qualify as a restaurant.

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

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

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

ADOPTED this 14th day of November, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1199232

Excerpt from the draft Planning & Zoning Commission Minutes (10/15/2024)

4. REQUEST BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT TO AMEND THE DEFINITION FOR A CONVENTIONAL RESTAURANT.

Chris Kelly, Planner II, presented on behalf of City Staff. This text amendment is a clean up to the City's current definition of a conventional restaurant to better align with the state's definition of a restaurant. The City's current definition lacks the portion outlined in red in your staff report. This portion states, "A restaurant shall also have a kitchen and an inside dining area with seating for at least 10 people. It is not necessary for an establishment to maintain kitchen operations at all times it is open to the public to qualify as a restaurant". The key words in this definition are that the restaurant needs inside seating for at least 10 people and that the kitchen does not need to operate for all hours of the establishment. This text amendment is to add these key points. Another portion of the definition you will note is dealing with percentages of food sales and alcohol. "Alcoholic beverage sales" only applies if the restaurant sales alcoholic beverages. Restaurants' alcoholic beverage sales cannot exceed 70% of total sales. Alcoholic beverages include beer, wine, and spirituous liquor. This is the City's current definition of conventional restaurants, if the text is red and has a strikethrough, then staff is proposing to remove it from the definition. If the text is red, then staff is proposing to add it to the definition. The proposed definition is:

Restaurant, conventional. A facility that prepares and sells food and drink that has alcoholic beverage sales less than 70% of the business's monthly sales and which meets all of the following:

- (1) Provides sit down dining area(s);
- (2) Provides table cleaning and clearing (busboy) services;
- (3) Provides attendant (waiter/waitress) food delivery services, unless over the counter service is provided in accordance with subsection (5) below;
- (4) May offer carry-out and/or off-site delivery services, provided the food service is an accessory activity;
- (5) May exhibit one but not both of the following operational functions or characteristics:
 - (a) Drive-through service; or
 - (b) Over the counter service. For purposes of this section, the term "over the counter service" shall include both customer ordering and the receipt of food, excepting beverages, condiments, utensils and the like, from an order/delivery station or counter remote to the on-site place of consumption.
- (6) May have a full service bar, live or recorded amplified music, floor show and dancing area which is open to the restaurant patrons and general public.
- (7) Shall have a kitchen and an inside dining area with seating for at least 10 people. It is not necessary for an establishment to maintain kitchen operations at all times it is open to the public to qualify as a restaurant.

This definition is more with the State's definition and is much easier to understand. In staff's opinion, the proposed Zoning Ordinance Text amendment is in compliance with the Comprehensive Plan, specifically, *Chapter 4 and Policy 4.3.1 Modernize and diversify local economy. Support the growth of a variety of employment opportunities and businesses that diversify Greenville's economy and provide workers with a range of skill sets and training. Encourage business growth within incorporated areas to expand and diversify Greenville's tax base.* Therefore, staff recommends approval.

Vice-Chair Woodmansee opened the public hearing.

No one spoke in favor of the request.

No one spoke in opposition of the request.

Vice-Chair Woodmansee closed the public hearing and opened board discussion.

Vice-Chair Woodmansee stated that Amante, does not have any inside dining. Is this going to rule them out to be a restaurant?

Chantae Gooby, Chief Planner, stated if they were classified as a conventional restaurant prior to the proposed language, the restaurant is allowed to continue.

Motion made by Mr. Collins, seconded by Mr. Paker, to recommend approval of the proposed amendment, to advise that it is consistent with the comprehensive plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed. Vote 3:2. Those voting in favor: Parker, Collins, Carter. Those voting in opposition: White and Hairston.



City of Greenville, North Carolina

Meeting Date: 11/14/2024

Title of Item: Ordinance Requested by the Neighborhood and Business Services Department, Code Enforcement Division to Amend Title 12, Chapter 3, Article A, Section 12-3-1, *Definitions*, Section 12-3-8, *Chronic Violator*, and Section 12-3-4, *Nuisances Prohibited; Enumeration*, Subsection (L), *Swimming Pools*

Explanation: In order to streamline enforcement processes, City staff is making this request to expand the categories in which person(s) might be deemed a chronic violator to include all public nuisances prohibited under the ordinances.

In addition, staff also seeks to expand the items restricted by the nuisance ordinance.

Proposed amendments are, as follows:

SEC. 12-3-1 DEFINITIONS.

Chronic violator. A person who owns property whereupon, in the previous calendar year, the city abated a nuisance as defined in section ~~12-3-4~~ 12-3-4(B), ~~(C)~~ ~~or (D)~~ on at least three occasions.

SEC. 12-3-8 CHRONIC VIOLATOR.

(A) Notwithstanding any other provision of this section and in accordance with G.S. 160A-200.1, the Code Enforcement Supervisor or officer may notify a chronic violator that if the chronic violator's property is determined to be a nuisance as defined in section ~~12-3-4~~ 12-3-4(B), ~~(C)~~ ~~or (D)~~, the city shall, without further notice in the calendar year in which the notice is given, take action to remedy the violation and the expense of the action shall become a lien upon the property and shall be collected as unpaid taxes.

SEC. 12-3-4 NUISANCES PROHIBITED; ENUMERATION.

(L) Any swimming pool of any size and/or its accessories which are dangerous or prejudicial to public health and safety located in the front and/or side yard. This also includes but is not limited to, pools, located on any part of the property, with stagnant water, debris, dead animals or structural deficiencies

Fiscal Note: No fiscal impact is anticipated.

Recommendation: Staff recommends conducting the public hearing and approval of this request to amend Title 12, Chapter 3, Article A, Section 12-3-1, *Definitions*, Section 12-3-8, *Chronic Violator*, and Section 12-3-4, *Nuisances Prohibited; Enumeration, Subsection (L), Swimming Pools*.

ATTACHMENTS

- ORDINANCE TO AMEND PART II, TITLE 12, CHAPTER 3 - WEEDS, VEGETATION AND OTHER PUBLIC HEALTH NUISANCES- REDLINE**
- ORDINANCE AMENDING PART II, TITLE 12, CHAPTER 3 - THE WEEDS, VEGETATION, AND OTHER PUBLIC HEALTH NUISANCES - CLEAN**

ORDINANCE NO. 24-_____

AN ORDINANCE AMENDING TITLE 12, CHAPTER 3: WEEDS, VEGETATION AND OTHER PUBLIC HEALTH NUISANCES

WHEREAS, the City Council of the City of Greenville desires to revise certain provisions of Part II, Title 12, Chapter 3 of the Code of Ordinances, City of Greenville;

WHEREAS, Part II, Title 12, Chapter 3 of the Code of Ordinances, currently limits the public nuisance violations for which a property owner can be deemed a chronic violator; and

WHEREAS, Part II, Title 12, Chapter 3 of the Code of Ordinances, currently permits pools in front and side yards; and

WHEREAS, the amendment of some provisions of Part II, Title 12, Chapter 3 of the Code of Ordinances, City of Greenville is necessary to adequately ensure effective and streamlined enforcement, and ensuring continued protection of the public health, safety, and general welfare.

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

SECTION 1. Portions of Part II, Title 12, Chapter 3 of the Code of Ordinances, City of Greenville is hereby replaced and amended to now read as follows:

SEC. 12-3-1 DEFINITIONS.

Chronic violator. A person who owns property whereupon, in the previous calendar year, the city abated a nuisance as defined in section ~~12-3-4~~ 12-3-4 (B), (C) or (D) on at least three occasions.

SEC. 12-3-8 CHRONIC VIOLATOR.

(A) Notwithstanding any other provision of this section and in accordance with G.S. 160A-200.1, the Code Enforcement Supervisor or officer may notify a chronic violator that if the chronic violator's property is determined to be a nuisance as defined in section ~~12-3-4~~ 12-3-4 (B), (C) or (D), the city shall, without further notice in the calendar year in which the notice is given, take action to remedy the violation and the expense of the action shall become a lien upon the property and shall be collected as unpaid taxes.

SEC. 12-3-4 NUISANCES PROHIBITED; ENUMERATION.

(L) Any swimming pool of any size and/or its accessories which are dangerous or prejudicial to public health and safety located in the front and/or side yard. This also includes but is not limited to, pools, located on any part of the property, with stagnant water, debris, dead animals or structural deficiencies.

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 upon its adoption.

This the 14th day of November, 2024.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

ORDINANCE NO. 24-_____

AN ORDINANCE AMENDING TITLE 12, CHAPTER 3: WEEDS, VEGETATION AND OTHER PUBLIC HEALTH NUISANCES

WHEREAS, the City Council of the City of Greenville desires to revise certain provisions of Part II, Title 12, Chapter 3 of the Code of Ordinances, City of Greenville;

WHEREAS, Part II, Title 12, Chapter 3 of the Code of Ordinances, currently limits the public nuisance violations for which a property owner can be deemed a chronic violator; and

WHEREAS, Part II, Title 12, Chapter 3 of the Code of Ordinances, currently permits pools in front and side yards; and

WHEREAS, the amendment of some provisions of Part II, Title 12, Chapter 3 of the Code of Ordinances, City of Greenville is necessary to adequately ensure effective and streamlined enforcement, and ensuring continued protection of the public health, safety, and general welfare.

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

SECTION 1. Portions of Part II, Title 12, Chapter 3 of the Code of Ordinances, City of Greenville is hereby replaced and amended to now read as follows:

SEC. 12-3-1 DEFINITIONS.

Chronic violator. A person who owns property whereupon, in the previous calendar year, the city abated a nuisance as defined in section 12-3-4 on at least three occasions.

SEC. 12-3-8 CHRONIC VIOLATOR.

(A) Notwithstanding any other provision of this section and in accordance with G.S. 160A-200.1, the Code Enforcement Supervisor or officer may notify a chronic violator that if the chronic violator's property is determined to be a nuisance as defined in section 12-3-4, the city shall, without further notice in the calendar year in which the notice is given, take action to remedy the violation and the expense of the action shall become a lien upon the property and shall be collected as unpaid taxes.

SEC. 12-3-4 NUISANCES PROHIBITED; ENUMERATION.

(L) Any swimming pool of any size and/or its accessories located in the front and/or side yard. This also includes but is not limited to, pools, located on any part of the property, with stagnant water, debris, dead animals or structural deficiencies.

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 upon its adoption.

This the 14th day of November, 2024.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 11/14/2024

Title of Item: Request to Rename River's Edge Park as Inez N. Fridley River's Edge Park

Explanation: City staff received a naming request for River's Edge Park, located at 200 North Ash Street. The request, submitted by Greenville resident Maury York on behalf of the Tar River/University Neighborhood Association, is for the park to be renamed as Inez N. Fridley River's Edge Park.

According to the request submitted in July 2024, Ms. Fridley served on the Greenville City Council from December 1985 until December 2001. During her tenure, she was a strong advocate for the establishment of the City's greenway system and was a leading force in securing a grant of \$298,000 from the North Carolina Department of Transportation for construction of the initial phase, the Green Mill Run Pilot Greenway Project, from Elm Street Park to Greensprings Park.

During her time as a City Council Member, Ms. Fridley served as a liaison on various commissions which included Greenville Utilities Commission, Greenville Foundation, Greenville Historic Preservation Commission, Recreation & Parks Commission, and Greenville Community Appearance Commission. Per the naming request, "River's Edge Park embodies several of Ms. Fridley's passions: preservation of the Tar River Watershed, dedication to neighborhood revitalization, establishment of the greenway system, and planting of trees by ReLeaf."

The naming request was submitted in accordance with the City's Naming Request Policy for Recreation and Parks Facilities. During the September 11, 2024 Recreation & Parks Commission meeting, Commissioners unanimously voted to recommend City Council approve the naming request. Several letters of recommendation were submitted with this request and are included with the agenda item.

Fiscal Note: The cost for the City will be approximately \$1,000 for the replacement of current park signage. These funds would be expended from the Recreation & Parks operation budget.

Recommendation: Staff recommends approving the request to rename River's Edge Park as Inez N. Fridley River's Edge Park since all requirements have been met per the City's Naming Request Policy.

ATTACHMENTS

[Proposed_Naming_for_River_s_Edge_Park.pdf](#)

**PROPOSAL FOR NAMING OR RE-NAMING
A Greenville Recreation & Parks Department Park or Facility**

Document # 1191450

Name of person making proposal: Maurice C. York, president, TRUNA

Address: 2001 East Fifth Street, Greenville, NC 27858

Phone(s): (252) 412-6418

E-mail Address: mcyork1953@gmail.com

Park or Facility proposed for naming or re-naming: River's Edge Park

Proposed Name: Inez N. Fridley River's Edge Park

1. Is this proposal in honor of a specific person? Yes No

If "yes," please answer all remaining questions. If "no," skip to question #8.

2. What is your relationship with your proposed "honoree?"

Blood relative Business Associate Friend Other

If "other," please explain: As president of the Tar River/University Neighborhood Association, I am submitting this application on behalf of the board and membership. Inez N. Fridley was a founder and president of the Tar River Neighborhood Association, which later merged with another neighborhood association to form TRUNA. River's Edge Park is in the Tar/River University Neighborhood.

3. Is the person deceased? Yes No

If so, date of passing: 03/11/2024

If "no" (the person is not deceased), does the proposal meet one of the circumstances identified in the City Council's naming guidelines (attached), under which consideration can be given to naming a City facility after a living person?

Yes No Uncertain

4. Please answer the following questions regarding your "nominee."

Is / was the person a resident of the City of Greenville? Yes No

If "yes," for approximately how long? 58 years

Has a significant contribution been made by this person toward the betterment of recreation and parks for Greenville citizens? Yes No

If "yes," please elaborate. If "no," what other justifications do you have for your proposal that a park or facility be named after this person?

Ms. Fridley served on the Greenville City Council from December 1985 until December 2001. During her tenure, she was a strong advocate for the establishment of the city's greenway system and was a leading force in securing a grant of \$298,000 from the N.C. Department of Transportation for construction of the initial phase, the Green Mill Run Pilot Greenway Project, from Elm Street Park to Green Springs Park. (Continued in Attachment 1)

5. Do the person's family members reside in the area? Yes No
6. Are family members aware of and supportive of this proposal?
 Yes No Uncertain Nominator is family
7. May we contact family members? Yes No

If yes, please supply contact information: **Sandra Fridley** (sister), 1316 New Hampshire Avenue, Apt. 707, Washington, DC 20036. (202) 660-8945. **Joanne Fridley** (sister), 160 Forestvue Drive, Earlysville, VA 22936. (434) 466-2271.

8. Do you consider the specific park/facility you sited as essential to your proposal, or could another site be considered? Only specified site Other site might be considered

If "only specified site," please explain: This park embodies several of Ms. Fridley's passions: preservation of the Tar River Watershed, dedication to neighborhood revitalization, establishment of the greenway system, and planting of trees by ReLeaf.

9. Other information/justification why your proposal for naming should be considered: Always an advocate, Inez Fridley worked throughout her adult life to improve the quality of life for the public in Greenville and beyond. For details, see attachments 1 (Summary of Major Contributions, Service Activities, Memberships and Awards); and 2 (Letters of Support).

Signature of Proposer Maurice C. York Date July 10, 2024

Greenville Recreation and Parks Department, P.O. Box 7207, Greenville, NC 27835-7207

Attachments

Attachment 1

Continuation of justification in question 4

Groundbreaking for this project took place on October 20, 1994. While on the City Council, she served as liaison to the Greenville Recreation and Parks Commission (1996-1997). Moreover, Ms. Fridley was an active member of Friends of Greenville Greenways (FROGGS).

Continuation of other information/justification in question 9

Stewardship of the natural environment and civic engagement were hallmarks of her years of service, with the goal of developing a healthy, balanced community with recreational opportunities and neighborhood vitality.

Summary of Major Contributions; Service Activities, Memberships and Awards

Summary of Major Contributions

In 1966, Inez Fridley, a native of Virginia, completed her B.S. in Social Sciences degree at Virginia Commonwealth University, moved to Greenville to accept the position of University Residence Counselor & Residence Supervisor at East Carolina University, and began to pursue a Master's of Arts in Counseling Education, which she completed in 1970. From this moment on, her commitment to building community, protecting the environment, and being of service led her to dedicate her life to her adopted home. Her residence hall experience afforded her the opportunity to work directly with students, and she actively engaged in addressing mental health and women's issues. She established a life-long connection with the Sigma Sigma Sigma Sorority, on both the local and national levels. Settling first in the College View neighborhood and later on River Drive adjacent to the Tar River, she helped found the Tar River Neighborhood Association. In the early 1980s, Ms. Fridley was an active member of the Greenville Environmental Advisory Commission, which fostered the development of the city's historic preservation and greenway initiatives.

First elected to the Greenville City Council in 1985, Ms. Fridley held her District 3 seat for sixteen years. She continued to advocate for community improvements, serving as a liaison on a range of commissions, with multiple terms on the Greenville Utilities Commission, Greenville Foundation, Greenville Historic Preservation Commission, and Greenville Community Appearance Commission. In the early 1990s she was instrumental in developing Greenville's recycling program and was a leading force in obtaining from

the North Carolina Department of Transportation a \$298,000 grant for the construction of the initial segment of the city's greenway system. When ground was broken for this project, the handout provided at the ceremony declared that the project had "come to symbolize the spirit of cooperation between City, ECU, and Greenville's citizens." Ms. Fridley worked also to enhance Greenville's comprehensive plan and to preserve neighborhoods through effective zoning ordinances and code enforcement. She strove to improve transportation of all kinds (pedestrian, bicycle, streets, and public transit, including the Pitt-Greenville Airport). She championed the establishment of the Greenville Historic Preservation Commission and the local College View Historic District, and served on a committee that spearheaded the opening of Evans Street by removing the outdated pedestrian mall. Having lost her home on River Drive in the aftermath of Hurricane Floyd in 1999, Ms. Fridley continued to advocate for the public welfare through service on the Environmental Advisory Commission and the Housing Authority. When she completed her final term on City Council in December 2001, she left an impressive legacy of innovation, hard work, and service to her community. The same was true at East Carolina University, where she retired in 1998 as Associate Director of University Housing Services.

Service Activities, Memberships and Awards

Professional Career:

University Residence Counselor & Residence Supervisor, Student Affairs, ECU 1966-1980
Area Coordinator, Student Affairs, ECU 1980-1989
Assistant Director, Planning and Student Services, ECU, 1989-1994
Associate Director, University Housing Services, ECU, 1994-1998

Professional Affiliations:

Member, ECU Committee on the Status of Women
President, East Coast Chapter of the National Organization for Women (NOW), 1975
Treasurer, N. C. Association of Women Deans and Counselors

Greenville Civic Service:

Greenville Environmental Advisory Commission, 1980-1985; chairperson, 1983-1984
Greenville City Council, 1985-2001; Mayor Pro Tem, 1997-1999; served as liaison to various boards and commissions: Citizen Advisory Commission on Cable TV, 1988, 1990-1995; Community Appearance Commission, 1988, 1996-1997; Planning and Zoning Commission, 1988; Greenville Foundation, 1989, 1998-1999; Greenville Utilities Commission, 1989-1995; Historic Preservation Commission, 1989, 2000-2001; Recycling Committee, 1989; Board of Adjustment, 1996-1997; Recreation and Parks Commission, 1996-1997; Pitt-Greenville Airport Authority, 1998-1999; Pitt-Greenville Convention & Visitors Authority, 1998-1999; Environmental Advisory Commission, 2000-2001; Housing Authority, 2000-2001

Service to Organizations:

REAL Crisis Intervention Center, Executive Board, 1976-1978
Tar River Neighborhood Association (TRNA), founder; 1980; treasurer, 1981-1984; president, 1984-1985. [TRNA and The University Neighborhood (TUNA) combined to form Tar River University Neighborhood Association (TRUNA) ca. 2000]
Board of Directors, Evergreen Economic Development, 1985-1989
Pitt County Solid Waste Task Force, 1988-1992

Pamlico-Tar River Foundation, Advisory Council, 1987-1993
Pitt-Greenville Chamber of Commerce Transportation Board, 1988-1990
Pitt County Mental Health Association Strategic Planning Task Force, 1987-1988
ReLeaf (org. 1990); vice-president, 2003; president 2004, 2005, 2010-2012; secretary,
2008
Sigma Sigma Sigma Sorority (Gamma Beta Chapter), Alumnae Advisory board member; Walton House
National Headquarters, board member

Memberships:

Alliance to Save the Mattaponi (Virginia)
FROGGS
Greenville Noon Rotary Club
Inter Se Book Club
Pifs Book Club
Sierra Club (Cypress Group)
Pitt County Arts Council at Emerge
Tar River Neighborhood Association and TRUNA, 1980-2024
Uptown Greenville Association, 1994-

Selected Professional Civic, and Service Awards:

Recognized in *Outstanding Young Women in America*, 1974
Greenville Area Preservation Association, Outstanding Leadership in Preservation, 1989
Greenville Historic Preservation Commission, Sallie Southall Cotten Award, 2006
Sigma Sigma Sigma National Golden Violet Award (highest honor), 2023

Attachment 2: Letters of Support

Charles Adams, past president, Pamlico-Tar River Foundation (Sound Rivers)
FROGGS
Amy Hannon, former member, Greenville Environmental Advisory Commission
Ron Kimble, former Greenville City Manager
ReLeaf
Sierra Club, Cypress Chapter

CHARLES P ADAMS 3071 DARTMOUTH DRIVE GREENVILLE, NC 27858

July 5, 2024

Greenville Recreation and Parks Commission
City of Greenville
200 W. 5th Street
Greenville, NC 27858

Dear Members of the Greenville Recreation and Parks Commission:

As a lifelong resident of Greenville, an outdoor recreation enthusiast, and twice president of the Pamlico-Tar River Foundation (PTRF, now Sound Rivers,) I recommend the dedication of River's Edge Park in memory of Inez Fridley.

I personally got to know Inez through environmental advocacy. I was PTRF president when Inez was invited by our board to join the organization's Advisory Council—a great decision. The groundwork input by the Advisory Council leadership over time has resulted in today's community education programs, Riverkeeper Alliances, and river Swim Guides among other initiatives.

Inez earned the goodwill of our city citizens by participating in Greenville government and offering visionary local decision making. She was a tireless advocate for "clean and green."

What a great way to recognize Inez, to acknowledge her achievements by dedicating River's Edge Park in her name.

Sincerely,

Charles P Adams

Cc: Heather Deck, Sound Rivers

Friends of Greenville Greenways

**P. O. Box 2544
Greenville, NC 27836**



June 3, 2024

Recreation and Parks Commission
City of Greenville
200 West Fifth Street
Greenville, NC 27858

RE: Support Letter on Behalf of Naming River's Edge Park in Honor of Inez Fridley

Dear Recreation & Parks Commissioners and Greenville City Council Members,

The nonprofit organization Friends of Greenville Greenways supports the proposal to name River's Edge Park—located near the Ash Street trailhead of the S. Tar River Greenway—in memory of Inez Norwood Fridley. Naming this park for Inez would honor her decades-long efforts to preserve our natural environment and to encourage local citizens to engage in outdoor recreational activities. Such activities contribute greatly to the physical and mental health of our citizens.

As a years-long member of our organization, Inez consistently supported FROGGS's efforts to advocate for Greenway expansion and to maintain the existing pathways through cleanups, invasive species removal, the addition of amenities such as benches and picnic tables, and improved signage. We are especially grateful to her, as during her eight terms as a City Council Member, she advocated for the creation of our city's first Greenway and played an important role in securing a major grant to construct its first phase in the 1990s. This beautiful, 2.5-mile section of the Greenway—which my family, friends, and I personally walk and ride on frequently—conveniently connects Greensprings Park to Elm Street Park, and thus was an ideal corridor for this path.

Not only did Inez serve tirelessly on our City Council as a Greenway advocate, but she was also a member and chair of the Greenville Environmental Advisory Commission, a founder and president of the Tar River Neighborhood Association (now TRUNA), a member of the Pamlico-Tar River Foundation's Advisory Council (now Sound Rivers), and a member of the Cypress Group of the Sierra Club. The proposed location to bear Inez's name, River's Edge Park, contains trees planted by the nonprofit organization ReLeaf, of which Inez also served as president. She was a true force for positive change in our beautiful City and deserves this public recognition for her dedication and hard work.

The Friends of Greenville Greenways strongly supports the naming of River's Edge Park after Inez Fridley for having been a tireless advocate for the Greenway, the natural environment, and the health and well-being of all Greenville citizens.

Sincerely,

A handwritten signature in cursive script that reads "Jill Twark".

Jill Twark
Founder and Current Chair
Friends of Greenville Greenways
(Learn more about our mission and events at: www.froggs.org)

May 27, 2024

Greenville Recreation and Parks Commission
Greenville, N.C.

Dear Commission Members:

I am writing in support of the proposal to rename
Rivers Edge Park in Honor of Inez Fridley

I am a native New Yorker now living in the highlands of New Jersey, but for ten years from 1981 to 1991 I lived in Greenville, NC where my husband was employed by Burroughs Wellcome. When we moved there we had three young children so I was primarily a stay-at-home mom who occasionally made use of her Ph.D. in philosophy teaching a class at ECU or giving astrology lessons from my home. With the help of local environmental organizations such as the Sierra Club and the Pamlico-Tar River Foundation I branched out from school to community activities to create programs celebrating Croatan, our local bioregion. These programs took the form of quarterly drum circles held on the Greenville Town Commons on the solstices and equinoxes, and an outdoor education program for Earth Day based on the theme of Coastal Carolina All Species Day. The aim of these activities was to address the climate crisis in terms of our paradigm of nature and its status as alive and aware. In brief we aimed to restore a sense of animism to ours and our children's consciousness.

I may have been an instigator of ideas, but none of them would have turned merry and real without community support. Inez Fridley, City Council member, Mayor-pro-tem for two years, friend and environmental activist, was part of this. I met Inez through our involvement with local organizations as well as from serving on the Greenville Environmental Advisory Commission together. We became fast friends over our shared passions in particular over the fact that we were both in love with a bird, I with herons and she with owls. We appreciated that life had provided us with a natural sense of connection to a totem animal – a sense that All Species Day cultivated and fostered.

Inez's love for owls grew out of years of having been serenaded by them her at her River Road residence in the Tar River neighborhood before the flooding caused by Hurricane Floyd. They were a regular and real presence which Inez honored by her collections of owl images and fetishes that graced her home and her annual Christmas cards. Yes, Inez was a pragmatist, she was practical and political, but she was also someone with a great soul and spiritual connection to the world. Her gifts to the community were fostered by her devotion to place and her friendship with other-than-humans as well as humans. She should be honored for her spirituality as well as her leadership. Naming River Edge Park after Inez would contribute to our remembering of both a great friend and connections we all need to keep fostering in our lives.

For Inez and Her Totem

*Even now I cannot hear an owl
It's haunting call from the evening woods*

*Or sudden silent swooping through the air
Without thinking of you, Inez,
Lover of these nocturnal spirits
With their staring eyes that see what we can only dream.*

*Hoo-hoo- hoo-hoo, do you hear them still?
Have they lent you now the ability to see in the dark
And to appreciate invisibles?*

*We think of you, Inez, and of Athena's bird
Athena who governs not only politics but craft
We offer praise for the wisdom you both embody
And prayers for its continued dissemination*

*And you, O mysterious nocturnal fowl,
Given the chance, how would you vote about naming River Edge Park after our friend, Inez?
I imagine you would say your usual, "hoo, hoo, hoo"?
While the river, the trees, the fish and all the other owls
Respond in approval
Remembering with us our dear beloved Inez.*

Thank you for your service to Greenville and for your consideration of our proposal.

Sincerely,

Amy Hannon

2 River Bend Rd.
Clinton, NJ 08809
Ardea44@mac.com

To: Greenville Recreation & Parks Commission

Re: Naming of River's Edge Park in Honor of Inez Fridley

It is my distinct honor and privilege to write this letter of support, and to recommend that River's Edge Park be named in honor of the late Inez Fridley. Inez gave her heart, soul and passion to Greenville as well as to the State of North Carolina, especially in the areas of preserving and protecting the environment, and being a Champion for parks, greenways, forests, waterways, and open space.

Inez's service included, but was not limited to her being a founding member and chairperson of the Tar River Neighborhood Association, a member and chairperson of the Greenville Environmental Advisory Commission, a member of the Pamlico-Tar River Foundation's Advisory Council, a longtime member and advocate for ReLeaf, and a member of the Cypress Group of the Sierra Club.

But her contributions go far beyond this work. While serving on City Council for a decade and a half: 1.) she championed the much needed update of the City's Comprehensive Plan, 2.) she served as the City Council representative to Greenville Utilities Commission, 3.) she spearheaded Council support of the first ever five and twenty year capital improvement strategic plan, 4.) she advocated for sidewalks, bikeways, greenways, transit and roads in a wholistic transportation and community safety plan, and 5.) she constantly strived for balanced growth for Greenville and Pitt County that has resulted in the beautiful City and County we all enjoy today. Inez was respected by all for her drive, determination, and willingness to find common ground, all while never sacrificing her high morals, ethics or principles in pursuit of the goals outlined above.

I can think of no finer leader, servant, teammate, partner, advocate, and creative problem solver than Inez Fridley to honor in the naming of River's Edge Park. She served Greenville in the most noble and humble manner possible, and deserves this recognition. Thank you in advance for your favorable consideration of this request.

Ron Kimble
Former Greenville City Manager
1990-2000

June 2, 2024

Greenville Recreation and Parks Commission
City of Greenville
200 W. 5th Street
Greenville, NC 27858

Dear Members of the Greenville Recreation and Parks Commission,

On behalf of the Board of Directors of ReLeaf I am writing this letter in support of an application to your Commission to rename the River's Edge Park in memory of Inez Norwood Fridley. Our board believes that naming the park for Inez would be a fitting memorial to this strong and wise woman who devoted much of her life to causes related to the preservation and enjoyment of our natural world.

Inez's passion for canopy trees and the preservation of trees was evident from her work with Releaf. She was a board member of ReLeaf from 2003 until 2011 and served terms as the President, Vice President and Secretary. River's Edge Park contains trees planted by ReLeaf.

Naming the park for Inez would be an appropriate way to memorialize the incredible work that she did for our community. She devoted so much of her life to serving Greenville and it is fitting that her efforts be honored in this way.

Thank you.

Cordially,

Patsy Duke
President, ReLeaf



Cypress Group of the NC Sierra Club

June 7, 2024

Recreation and Parks Commission
City of Greenville
200 West Fifth Street
Greenville, NC 27858

Dear Recreation & Parks Commissioners,

The leaders of the Cypress Group of NC's Sierra Club, strongly support renaming River's Edge Park to honor Inez Fridley. This natural area and the city's other parks are enjoyed by Cypress Group's many members living in Greenville.

During her life, Ms. Fridley helped the environment be more appreciated, better supported and more accessible. She helped start the Greenville Greenway, and as a result, today I and so many others use the Greenway and Tar River for respite, recreation and inspiration.

Inez's participation in the Cypress Group and other Greenville organizations, including the City Council and Sound Rivers, vastly benefited the community. Her vision of protecting and preserving the environment is still supported by the people of Greenville, and her farsighted ideas match the mission and goals of the Sierra Club.

Please help all in Greenville honor Inez Fridley's by naming River's Edge Park after her.

Best regards,

A handwritten signature in black ink that reads "Jeff Monico". The signature is written in a cursive style.

Jeff Monico

Chair, Cypress Group of the NC Sierra Club



City of Greenville, North Carolina

Meeting Date: 11/14/2024

Title of Item: Ordinance Amending Chapter 3 of Title V1 of the Greenville City Code Entitled Garbage and Refuse Collection and Disposal

Explanation: Title 6 Chapter 3, Section 6, of the Code of Ordinances, City of Greenville, is being amended, as shown on the attached, by correcting grammatical errors, removing all strikethrough text that is outdated information, and inserting all red text with updated information.

On October 10, 2024, at the City Council's meeting, the Public Works Department provided a presentation on the issues associated with roll-out carts left at the curbside in violation of the City's Code. During the Council meeting, the Public Works Department received feedback from the Council as it relates to curbside carts in violation of the City's ordinances. The Council requested Public Works to readdress two areas related to the proposed ordinance changes. Those areas are the cart rollback fee and the purchase of roll carts. A summary of the proposed changes is listed below for Title 6 Chapter 3 Section 6-3-4 Receptacles:

- (C) The occupant of any residential dwelling unit must use an approved roll-out cart for garbage and/or recyclables. The cart may be purchased from the Public Works Department except that the occupant of a residential dwelling unit may use a City approved roll-out cart purchased from a vendor other than the Public Works Department for garbage and/or recyclables. The roll-out cart may be approved by the Director of Public Works or designee for use at the resident's dwelling unit. Roll-out carts used for garbage must be rolled out to the curb before 6:00 a.m. on the day designated for refuse collection service
- (D) Public Works employees will leave all emptied carts or curbside recyclable receptacles at or near the front yard property line. In addition, employees of the Public Works Department may relocate roll-out carts that are violations of the City's ordinance. Curbside roll-out carts in violation of the City's ordinance may be relocated away from the curb to any location on the property outside of the right-of-way by Public Works' employees. The Public Works employees will leave the roll-out carts in an area accessible to the residents. This does not apply to special services residents.
- (F) Any person, firm, or corporation violating this section shall be liable

for a trash rollback service fee in the amount of \$25 for any violation, except the Public Works Director is authorized to issue one warning prior to a resident being assessed the \$25 trash rollback service fee to the resident's bill. The Public Works Director and the City Attorney are authorized to apply the cost of the service fee to the resident's utility bill.

A red-lined version of the ordinance is attached which reflects all proposed changes, and a cleaned version of the ordinance is also attached for consideration of adoption by Council.

Fiscal Note: No fiscal impact is anticipated with this action.

Recommendation: Adopt the ordinance amending Chapter 3 of Title 6 of the Greenville City Code, Entitled Garbage and Refuse Collection and Disposal.

ATTACHMENTS

- ORDINANCE AMENDING TITLE 6 CHAPTER 3 RED TEXT VERSION.DOCX**
- ORDINANCE AMENDING TITLE 6 CHAPTER 3 FINAL VERSION- CLEAN VERSION - NOV 14TH CC MEETING.DOCX**

ORDINANCE NO. 24-____

AN ORDINANCE TO REPEAL AND REPLACE TITLE 6, CHAPTER 3
OF THE CITY OF GREENVILLE CODE OF ORDINANCES

WHEREAS, the City of Greenville, North Carolina, by and through its City Council, has heretofore adopted the “Garbage and Refuse Collection and Disposal” Ordinance currently published in Chapter 3 of Title 6 of the City Code ~~of Ordinances~~; and

WHEREAS, amendments to Chapter 3 of Title 6 are necessary to remove and/or correct outdated information, ensure the City’s safety needs are met, address community aesthetics and citizen complaints, and authorize assessment of a fee for violation of the ordinance and collection of the fee through the utility billing system;

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

Section 1: Title 6, Chapter 3 of the Code of Ordinances, City of Greenville, is hereby repealed and replaced to read as follows:

CHAPTER 3: GARBAGE AND REFUSE COLLECTION AND DISPOSAL

Article A. General Provisions

Section

- 6-3-1 Definitions
- 6-3-2 Unlawful deposits of refuse
- 6-3-3 Removal of garbage and refuse
- 6-3-4 Receptacles
- 6-3-5 Interference with contents of receptacles
- 6-3-6 Duties of property owners, landlords and tenants
- 6-3-7 ~~Bulky items,~~ Tree limbs, cuttings, ~~and~~ shrubbery, ~~and bulky items~~
- 6-3-8 Cardboard to be flattened for pickup service
- 6-3-9 Receptacles; ~~placement prohibited in right of way~~
- 6-3-10 Collection or storage of used beverage cans, bottles or cartons
- ~~6-3-11 Vehicles used for collecting used beverage bottles or cans~~
- 6-3-121 Special services

Article B. Container Policy

Division 1. Industrial, Commercial and Institutional

- 6-3-21 Industrial byproduct waste
- 6-3-22 Pickup schedules

- 6-3-23 Containers; required equal to need; concrete pickup platform
- 6-3-24 Same; design and capacity
- 6-3-25 Same; purchase and maintenance

Division 2. Condominiums and Multi-Family Dwellings

- 6-3-31 Developers and owners to provide containers; container capacity required
- 6-3-32 Location of containers and compactors; inclusion in site plan
- 6-3-33 Same; pickup accessibility
- 6-3-34 Purchase and maintenance of containers and compactors
- 6-3-35 Unauthorized use of receptacle prohibited
- 6-3-36 Commercial/industrial refuse collection

Article C. Fees and Charges for Solid Waste Collection Services

~~6-3-40~~ **Definitions**

- 6-3-41 Fees and charges for solid waste collection services
- 6-3-42 Presumption of service
- 6-3-43 Penalties

Cross-reference:

Litter control in parking lots, see §§ 11-9-1 et seq.

Editor’s note:

Ord. No. 08-72, adopted June 12, 2008 shall become effective Aug. 1, 2008. The sections impacted by this change include §§ 6-3-1, 6-3-2, 6-3-4, 6-3-7, 6-3-12, 6-3-21, 6-3-23, 6-3-24, 6-3-25, 6-3-31, 6-3-32, 6-3-34 and 6-3-35.

Statutory reference:

~~*Regulation of solid waste disposal, see G.S. 160A-192*~~
Power to require connections to water or sewer service and the use of solid waste collection services, see G.S. 160A-317

ARTICLE A. GENERAL PROVISIONS

SEC. 6-3-1 DEFINITIONS.

For the purpose of this chapter ~~article~~, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Garbage. Organic waste matter from residential areas; ~~it~~ ~~comprises~~ ~~sd~~ chiefly ~~of~~ waste food. “Garbage” does not include moisture that may be drained in the sewer.

Industrial byproduct waste. Any garbage, refuse, bulky items, and other solid waste items accumulated as a result of industrial activities, processes, or product distribution for disposal.

Nonresidential unit. Any room or group of rooms used for business, commercial, educational, religious, or other nonresidential use.

Occupant. Any person who, alone or jointly with others, is in actual possession of any residential unit or of any other improved real property, either as owner or tenant.

Recyclables. Glass jars and bottles, aluminum beverage cans, steel cans, cardboard, plastic #1 and #2, newsprint, magazines, and other materials for which a post-consumer recycling market exists.

Refuse. Ashes, tin cans, dirty rags, trash, house sweepings, paper, paper cups, shavings, bottles and other rubbish.

Residential unit. Any room or group of rooms forming a single habitable unit, including houses, apartment units, mobile homes, condominium units, and townhouses, but not including hotel or motel living quarters.

Solid waste collection. The collection of solid wastes, including garbage, recyclables, and refuse, without regard to whether the collection is from trash cans, roll-out carts, containerized service, trash collection, or any combination of these services.

Solid waste collection services. The collection of garbage, refuse, recyclables, trash, or other solid waste items that are collected by the city pursuant to the ordinances, rules, and regulations established in this chapter or in rules and regulations adopted by the Public Works Director or City Manager pursuant to authority in this chapter.

SEC. 6-3-2 UNLAWFUL DEPOSITS OF REFUSE.

(A) No person shall throw, place, or deposit any garbage, refuse, or recyclables of any kind, on or upon any of the public streets, sidewalks, **ground**, and other public places within the city, unless it shall be placed or deposited in a receptacle provided and maintained for that purpose and in accordance with the provisions of this chapter. **Any garbage, garbage bag, refuse, or recyclables placed on the ground is considered a violation and a threat to public health and safety. The property owner or resident could be charged \$50.00 for removal. The removal fee shall be added to the resident's monthly utility bill.**

(B) No person shall throw, place, or deposit any of the above materials, including old furniture, tires, appliances, and building materials into any city-owned and -maintained drainage ditch.

(C) The city will not collect solid waste items that cannot be deposited in a designated ~~EPA~~ disposal site, including stumps, uncured paint, ~~tires, car batteries~~, chemicals, oil drums, rubbish

cleared from vacant lots, ~~and~~ logs more than ~~four~~ six inches in diameter, and petroleum, fuel oil, or chemical storage tanks.

(D) The city will not collect any building ~~construction~~, renovation, or demolition debris from any residence created by a contractor, resident, or property owner. (Ord. No. 2059, § 1, passed 8-21-1989; Ord. No. 2085, § 2, passed 7-8-1993; Ord. No. 08-72, § 2, passed 6-12-2008)

SEC. 6-3-3 REMOVAL OF GARBAGE AND REFUSE.

No person other than those under the direction of the City Manager shall haul away or remove any garbage, refuse, or recyclables set out for collection at residential units or ~~mixed-use complexes~~ as in this chapter provided, except by the written consent of the City Manager. Owners or occupants ~~for~~ of all nonresidential units are responsible for hauling, contracting for the hauling of, or otherwise disposing of garbage, refuse, and recyclables in a lawful and sanitary manner, and in all respects in accordance with the provisions of this chapter.

(Ord. No. 2339, § 2, passed 6-13-1991; Ord. No. 2685, § 3, passed 7-8-1993)

SEC. 6-3-4 RECEPTACLES; ~~PLACEMENT PROHIBITED IN RIGHT-OF-WAY.~~

(A) All property owners, landlords, or tenants of residential dwellings shall provide receptacles (~~roll-out carts/dumpsters~~) for all residential garbage, refuse, and recyclables for removal by the city.

(B) Residential garbage, refuse, and recyclables shall be stored in ~~containers of not more than 32 gallons and not less than 20 gallons in nominal capacity. Containers shall be leakproof and fitted with a secure lid and shall be properly covered at all times except when depositing waste therein or removing the contents thereof. The containers shall have handles, bails, or other suitable lifting devices or features. Containers shall be made of galvanized metal or heavy duty plastic of a type originally manufactured for residential solid waste, and shall be of light weight and sturdy construction. Receptacles shall be above ground, visible and located where a two-wheeled refuse cart can gain access as determined by the Public Works Director or designee. Specifically designed containers for recyclables can be used as approved by the Public Works Director.~~ roll-out carts approved for collection by City equipment. ~~Garbage, r~~Refuse and recyclable containers shall not be located behind closed fences, inside closed structures, under carports, on porches, or in any other inaccessible location ~~when using special services.~~

(C) ~~Each household may have up to three garbage containers for once a week pickup. Each household may have up to three containers for recyclables for once a week pickup. Recycling containers shall be labeled with a city recycling decal that is attached to the container in a visible location.~~ The occupant of any residential dwelling unit must use a ~~an~~ approved roll-out cart for garbage and/or recyclables. The ~~roll-out~~ cart ~~must~~ **may** be purchased from the Public Works Department except that the occupant of a residential dwelling unit may use a **City approved roll-out** cart purchased from a vendor other than the Public Works Department for garbage and/or

recyclables. and the cart utilized by the resident was approved for use at the resident's dwelling unit by the Director of Public Works or designee on or before July 1, 2010. **The roll-out cart may be approved by the Director of Public Works or designee for use at the resident's dwelling unit.** Roll-out carts used for garbage must be rolled out to the curb before 6:00 a.m. on the day designated for garbage solid waste collection service.

~~(D) In lieu of providing the receptacles described in subsection (B) above, the occupant of any residential dwelling unit may elect to use a roll-out cart for garbage and/or recyclables. If a roll-out cart for garbage is used under the election provided by this subsection, the cart must be purchased from the Public Works Department except that the occupant of a residential dwelling unit may use a cart purchased from a vendor other than the Public Works Department if the occupant has elected to use a rollout cart for garbage and/or recyclables and the cart utilized by the resident was approved for use at the resident's dwelling unit by the Director of Public Works or designee on or before July 1, 2010. When roll-out carts are used for garbage, they must be rolled out to the curb before 6:00 a.m. on the day designated for garbage collection service. When roll-out carts are used for garbage the occupant of the residential unit may use containers described in subsection (B) above for recyclables, provided the recyclable containers are brought to the curb before 6:00 a.m. on the day designated for recyclable collection service. Employees of the Public Works Department will neither roll nor relocate roll-out carts or recycling receptacles from any location on the property to the curb. Public Works employees will leave all emptied carts or curbside recyclable receptacles at or near the front yard property line. In addition, employees of the Public Works Department may relocate roll-out carts that are violations of the City's ordinance. Curbside roll-out carts in violation of the City's ordinance may be relocated away from the curb to any location on the property outside of the right-of-way by Public Works employees. The Public Works employees will leave the roll-out carts in an area accessible to the residents. This does not apply to special services residents.~~

(E) No person shall place receptacles for residential garbage, refuse, or recyclables for removal by the city at curbside of a residential dwelling any earlier than ~~noon dusk on the evening the day before~~ ~~prior to~~ the scheduled collection. No later than ~~noon~~ ~~daybreak~~ of the day following scheduled collection, and at all times when not placed at the curbside for collection in accordance with the provisions of this subsection, receptacles must be removed from curbside and placed on a location on the residential property which is outside of the street right-of-way or easement and which is not located in the front yard of the property of the residential dwelling. For the purpose of this subsection, the "front yard" shall mean a yard extending across the full length of a lot from side lot line to side lot line and lying between the abutting street right-of-way or easement line and the building line. There is a front yard between each street which a property abuts and the residential dwelling located upon the property.

~~(F) In addition, employees of the Public Works Department may relocate roll-out carts that are in violation of this section. Curbside roll-out carts in violation of this section may be relocated away from the curb to any location on the property outside of the right-of-way by Public Works employees. The Public Works employees will leave the roll-out carts in an area accessible to the residents. This does not apply to special services residents.~~

(F G) Any person, firm or corporation violating this section shall be liable for a ~~civil penalty~~ **trash rollback service fee** in the amount of ~~\$50 \$25 per occurrence~~ for any violation, except that the Public Works Director is authorized to issue one warning prior to ~~issuing a civil citation~~ a resident being assessed the ~~\$50 \$25 trash rollback service fee to the resident's utility bill~~. ~~Each day's continuing violation shall be a separate and distinct offense that may incur the curbside cart rollback fee~~. The Public Works Director and the City Attorney are authorized to ~~pursue collection and enforcement of civil penalties through the courts of North Carolina~~ **apply the cost of the \$50 service fee to the resident's utility bill**.

(Ord. No. 1255, §§ 1, 2, passed 3-10-1983; Ord. No. 2685, § 4, passed 7-8-1993; Ord. No. 95-20, §§ 1, 2, passed 2-9-1995; Ord. No. 08-72, § 3, passed 6-12-2008; Ord. No. 10-38, § 1, passed 4-8-10)

SEC. 6-3-5 INTERFERENCE WITH CONTENTS OF RECEPTACLES.

No person shall disturb, remove from containers, or interfere with the contents of any garbage, refuse, or recyclables set out for removal by the city, unless by permission of the Public Works Director.

(Ord. No. 2685, § 5, passed 7-8-1993)

SEC. 6-3-6 DUTIES OF PROPERTY OWNERS, LANDLORDS AND TENANTS.

(A) It shall be the duty of each property owner, landlord, or tenants to see that all garbage, refuse, and recyclable containers, and the contents as in this chapter provided for, are set out for collection at such a location and time as may be ~~fixed~~ **assigned** by the Public Works Director.

(B) All owners of real property within the city are required at all times to remove therefrom all garbage, debris, refuse, and recyclables that pose a public health or safety hazard.

(Ord. No. 2330, § 1, passed 5-9-1991; Ord. No. 2685, § 6, passed 7-8-1993 Ord. No. 09-39, § 3, passed 5-14-2009)

SEC. 6-3-7 ~~BULKY ITEMS, TREE LIMBS, CUTTINGS, AND SHRUBBERY, AND BULKY ITEMS~~

(A) Tree limbs, cuttings, ~~and~~ shrubbery, and the like of more than one-half load will be hauled at such time as trucks and personnel are available. Limbs, cuttings, shrubbery, and the like must be cut in six-foot lengths or less and placed directly behind the curb or the traveled portion of the street upon the owner or tenant's property in an accessible location for collection. Tree limbs, cuttings, shrubbery, fine vegetation, debris, and junk shall be separated from each other as follows for collection:

- (1) ~~Limbs, e~~Cuttings, shrubbery, and hedges shall be placed together at curbside for collection; ~~Limbs should be placed in separate piles at curbside for collection.~~

- (2) Fine vegetation such as leaves, grass, and pine straw shall be placed together at the curbside for collection.
- (3) All other junk, debris, or discarded furniture ~~or boxes~~ shall be placed together at curbside for collection. ~~and~~
- (4) No trash, limbs, shrubbery, cuttings, junk, roll-out carts, or debris shall be placed in the gutter or on a public street.

(B) Any business contracted by a property owner to cut or trim trees and/or shrubbery ~~shall be is~~ required to haul these cuttings to the designated disposal site.

(C) It shall be unlawful to dump tree limbs, cuttings, leaves, shrubbery, lawn clippings, junk, and the like into any city-owned or ~~privately owned and~~ -maintained ~~drainage~~ ditch.

(D) No person shall place junk, discarded furniture, or white goods at the curbside of a residential dwelling for removal more than two days in advance of the scheduled collection day. (Ord. No. 2059, § 2, passed 8-21-1989; Ord. No. 2685, § 7, passed 7-8-1993; Ord. No. 95-20, § 3, passed 2-9-1995; Ord. No. 08-72, § 4, passed 6-12-2008)

SEC. 6-3-8 CARDBOARD TO BE FLATTENED FOR PICKUP SERVICE.

Empty corrugated boxes, cartons, or containers shall be flattened ~~before they are set out for removal and placed inside the resident’s recycling container for collection. Flattened cardboard may be recycled by placing it in the resident’s recycling container,~~ For large amounts of cardboard, ~~may be placed on the front corner of the resident’s property nearest the public street or alley for recyclable collection~~ call the Public Works Department for collection. The Sanitation Division shall not collect any ~~corrugated~~ box, carton, or container that has not been flattened for recyclable collection.

(Ord. No. 2685, § 8, passed 7-8-1993; Ord. No. 95-20, § 4, passed 2-9-1995)

SEC. 6-3-9 RECEPTACLES; PLACEMENT PROHIBITED IN RIGHT-OF-WAY.

It shall be unlawful for any person to place any garbage, refuse, or recyclable container of any kind within any portion of the right-of-way of any street, thoroughfare, or other public way for any reason other than for pickup by the Public Works Department as stated in this chapter.

(Ord. No. 2685, § 9, passed 7-8-1993)

SEC. 6-3-10 COLLECTION OR STORAGE OF USED BEVERAGE CANS, BOTTLES, OR CARTONS.

Except as provided in section 6-3-6, no used beverage cans, bottles, or cartons may be collected or stored outside in drums, cans, or any container other than authorized commercial

rainproof refuse containers, for a period of more than 24 hours, whether the purpose of such collection or storage ~~be is~~ for recycling or any other reason. Any receptacle, other than an authorized commercial container, used for collecting or storing such cans, bottles, or cartons shall have its contents emptied and removed ~~from the premises at least daily and the receptacle thoroughly cleaned after each emptying.~~

(Ord. No. 1034, passed 12-11-1980; Ord. No. 2685, § 10, passed 7-8-1993)

~~SEC. 6-3-11 VEHICLES USED FOR COLLECTING USED BEVERAGE BOTTLES OR CANS.~~

~~Properly constructed vehicles may be used for the collection and immediate disposal of used beverage bottles or cans, but not for their storage until disposal.~~

~~(A) Type of vehicle. Any vehicle used for collecting used beverage bottles or cans must be constructed and kept clean so as to prevent any leakage of waste or odor from its contents.~~

~~(B) Standing. No vehicle used for collecting used beverage bottles or cans may be parked or left standing long enough to create an odor.~~

~~(Ord. No. 1035, passed 12-22-1980)~~

SEC. 6-3-121 SPECIAL SERVICES.

Individuals ~~that~~ who are unable to roll out their city-approved roll-out cart to the curb due to a medical condition may submit an application provided by the Public Works Department to request special services. The application shall require a physician to fill out a section of the application stating the condition that prevents the applicant from rolling out the cart and the term of the condition. The Public Works Director or designee shall approve or disapprove all requests for special services. In considering a request, the Public Works Director or designee shall consider if the application has been fully completed including the physician's statement section, and shall ~~meet with the applicant to~~ verify the application and verify there are no other residents residing at the address that can roll out the cart. If an application for special services is approved, the applicant must purchase a city-approved roll-out cart to receive the special services and allow the Public Works Department to install a special services placard on the purchased cart. The approved applicant will be charged the curbside fee. The Public Works Department collection crews will go to the location in the backyard that is accessible to a two-wheeled cart, roll out the cart to dump into the refuse truck, and return the cart to the designated location. This service, if approved, is effective for the term noted by the physician on the application form. This service is available **only** to single-family and multi-family residents.

(Ord. No. 08-72, § 5, passed 6-12-2008)

ARTICLE B. CONTAINER POLICY

DIVISION 1. INDUSTRIAL, COMMERCIAL AND INSTITUTIONAL

SEC. 6-3-21 INDUSTRIAL BYPRODUCT WASTE.

~~No industrial byproduct waste will be accepted or collected for disposal by the city.~~ The Public Works Director may collect industrial byproduct waste to supplant the safety of the public, life, and health. Otherwise, industrial byproduct waste will not be accepted or collected for disposal by the city.

(Ord. No. 2685, § 11, passed 7-8-1993; Ord. No. 08-72, § 6, passed 6-12-2008)

SEC. 6-3-22 PICKUP SCHEDULES.

Garbage, trash, and recyclables will be picked up from residential property on a regular schedule as established by the Director of Public Works.

(Ord. No. 2685, § 12, passed 7-8-1993)

SEC. 6-3-23 CONTAINERS; REQUIRED EQUAL TO NEED; CONCRETE PICKUP PLATFORM.

Multi-family dwellings will be serviced by the city by a container-type refuse truck; therefore, these locations will be required to store their garbage, trash, or other waste in container sizes of ~~four~~, six, or eight cubic yards equivalent to their needs. Multi-family dwellings with existing three or four cubic yard dumpsters will be allowed to be serviced with existing three or four cubic yards dumpsters ~~as long as~~ if they are compatible with front-loader refuse trucks. Compactors or roll-out carts are an option in accordance with the provisions of subsections (C) and (D) of Section 6-3-31. All multi-family dwellings will be required to install their own concrete platform for these containers. All multi-family dwellings will be required to install recycling centers with the required number of 96-gallon containers except that the city will install recycling centers at multi-family dwellings approved for construction prior to July 1, 2010. The recycling centers must have city-standard fencing, concrete pads, signage, and containers. Any request for ~~an~~ alternative design must be approved by the Director of Public Works or designee. The location of these containers will be chosen with regard to the best interest of public safety and to where the city refuse trucks can service them with the least maneuvering. Final approval as to the location will be made by the Director of Public Works or designee.

(Ord. No. 1639, § 3, passed 8-14-1986; Ord. No. 2339, §§ 4, 5, passed 6-13-1991; Ord. No. 2685, § 13, passed 7-8-1993; Ord. No. 08-72, § 7, passed 6-12-2008; Ord. No. 10-36, § 1, 4-8-2010; Ord. No. 10-37, § 1, 4-8-2010; Ord. No. 10-38, § 1, 4-8-2010)

SEC. 6-3-24 SAME; DESIGN AND CAPACITY.

Containers will be of an approved design, as provided by the Public Works Department, and of four, six, or eight cubic yards capacity. Containers must be made of ~~12-gauge steel, with the exception of the lid which may be 14- or 16-gauge or heavy duty plastic designed for the container~~ approved materials used for solid waste dumpsters. The lid must be maintained by the owner in a manner such that the lid opens and closes easily. Recycling containers shall be city-approved 96-gallon roll-out containers designed for dumping by city semi-automated refuse trucks. (Ord. No. 08-72, § 8, passed 6-12-2008; Ord. No. 10-36, § 2, 4-8-2010)

SEC. 6-3-25 SAME; PURCHASE AND MAINTENANCE.

(A) It will be the responsibility of the owner to make the original purchase of containers; ~~and if purchased new, the Sanitation Division will provide a 12-month warranty if purchased from the city. During the 12-month period, the Department will perform all necessary repairs to the containers at the city's expense, except for repairs necessitated by deliberate acts of the owner or any other person. Approved compactors and containers not purchased from the city will not have a warranty period and will not be maintained or repaired by the city.~~ It includes a 90-day warranty if purchased from the city.

(B) The city will repair any container ~~with a city warranty that is~~ damaged by its refuse trucks and/or employees. It shall be the responsibility of the owner, ~~at the expiration of the 12-month period,~~ to bear all costs of replacement or repairs of siding, bottoms, lids, and necessary patching of any holes developing in such containers.

(C) The city will be responsible for providing maintenance of all recycling centers with city-standard fencing, concrete pads, signage, and containers after the recycling center is approved for service by the city. If alternative fencing or structures are utilized, the city will not be responsible for ~~the~~ maintenance of the alternative fencing or structure. If vegetation is used for the screening requirement in lieu of fencing, the city will not be responsible for ~~the~~ maintenance or replacement of the vegetation.

(D) Notwithstanding the provisions of subsections (A) and (B), owners of multi-family units may elect to utilize a compactor in lieu of meeting the requirements of subsection (A) or (B) above if approved by the Director of Public Works or designee. The compactor will receive solid waste collection service from the city or a company contracted by the city. The ratio of compaction to uncompacted garbage shall be submitted as a part of the request for approval of a compactor. ~~The~~ ~~€~~compactor must be sized to be equivalent to one yard of uncompacted garbage dumpster space per four units. ~~The area inside the compactor enclosure must be kept clean and without safety hazards.~~ To be considered for approval by the Director of Public Works or designee for a compactor, the developer or owner shall submit the following:

- (1) Plan for how residents will dispose of garbage in the event of compactor failure;
- (2) Specifications for compactor including compaction ratio;
- (3) Site location plan for compactor;

- (4) Access plan for servicing compactor;
- (5) Compactor access plan for residents meeting all applicable accessibility requirements;
- (6) Plan for a limitation on the time periods when the compactor will be operational for the purpose of limiting potential noise disturbance; and
- (7) Recycling plan for the multi-family complex.

(E) Notwithstanding the provisions of subsections (A) through (D) above, the City Council may authorize tests, trials, or experimental arrangements for solid waste collection. (Ord. No. 08-72, § 9, passed 6-12-2008; Ord. No. 10-36, § 3, 4-8-2010; Ord. No. 10-37, §§ 2, 3, 4-8-2010; Ord. No. 10-38, §§ 2, 3, 4-8-2010)

DIVISION 2. CONDOMINIUMS AND MULTI-FAMILY DWELLINGS

SEC. 6-3-31 DEVELOPERS AND OWNERS TO PROVIDE CONTAINERS; CONTAINER CAPACITY REQUIRED.

(A) Developers and owners of multi-family dwellings, or duplexes that have ten or more units, must provide containers as follows:

- (1) Three to 24 living units: one ~~six- eight-six~~-cubic yard container;
- (2) More than 24 living units: one ~~six- eight-six~~-cubic yard container for ~~each every~~ **each** 24 units or fraction thereof; and
- (3) Recycling centers must be constructed with a minimum ratio of one 96-gallon container for each ~~20 15 20~~ units or any fraction thereof. A minimum of ~~one three~~ **one** 96-gallon containers for recycling is required for any complex with less than 20 units.

(B) Owners and developers of mobile home parks, as defined in Title 9, Chapter 4 of the City Code with ten or more mobile homes, must provide containers on the same ratio of units to containers as prescribed in subsection (A) above.

(C) Notwithstanding the provisions of subsections (A) and (B), developers and owners of multi-family units, duplexes, or mobile home parks may elect to provide each unit with roll-out carts in lieu of meeting the requirements of subsection (A) or (B) above. If roll-out carts are used under the election provided by this subsection, the carts and the proposed site plan for locating carts must be approved by the Director of Public Works. The Director shall consider the accessibility of the proposed locations, the protection of public health, and **the** compatibility of the

carts with city collection equipment when approving or disapproving plans for cart use. If roll-out carts are approved by the Director of Public Works, curbside recycling will be collected in 64- or 96-gallon city-approved roll-out carts. ~~Recycling carts shall be labeled with a city recycling decal that is attached to the container in a visible location.~~

(D) Notwithstanding the provisions of subsections (A) through (C) above, the City Council may authorize tests, trials, or experimental arrangements for solid waste collection. (Ord. No. 892, passed 9-13-1979; Ord. No. 1218, § 1, passed 10-14-1982; Ord. No. 2685, § 14, passed 7-8-1993; Ord. No. 08-72, § 10, passed 6-12-2008; Ord. No. 10-36, § 4, 4-8-2010)

SEC. 6-3-32 LOCATION OF CONTAINERS AND COMPACTORS; INCLUSION IN SITE PLAN.

Developers of condominiums and multi-family dwelling developments, including such developments which also have duplex houses, will include in the site plan the location for containers, compactors, and recycling centers to be serviced by the city for approval by the Director of Public Works or designee. Containers, compactors, and recycling centers shall be provided by the developer on site before a certificate of occupancy for the structure shall be issued by the city.

(Ord. No. 892, passed 9-13-1979; Ord. No. 08-72, § 11, passed 6-12-2008; Ord. No. 10-36, § 5, 4-8-2010; Ord. No. 10-37, § 4, 4-8-2010; Ord. No. 10-38, § 4, 4-8-2010)

SEC. 6-3-33 SAME; PICKUP ACCESSIBILITY.

Containers, compactors, and recycling centers must be located for accessibility by Sanitation Division or city contractor pickup equipment.

(Ord. No. 10-36, § 6, 4-8-2010; Ord. No. 10-37, § 5, 4-8-2010; Ord. No. 10-38, § 5, 4-8-2010)

SEC. 6-3-34 PURCHASE AND MAINTENANCE OF CONTAINERS AND COMPACTORS.

(A) It will be the responsibility of the owner to purchase containers or compactors and to maintain and repair them except that the city will repair any container or compactor damaged by its refuse trucks and/or employees. Specifically, it shall be the responsibility of the owner to bear all costs of replacement of siding, bottoms, and lids, and necessary patching of any holes developing in the containers. It shall be the responsibility of the owner to maintain the container or compactor in a serviceable condition and to make necessary repair or replacement of the container or compactor within ~~ten~~ seven days of notice of needed repair.

~~(B) Notwithstanding the provisions of subsection (A) above, for containers that meet the specifications outlined in section 6-3-24 which are purchased from the city, the Department will perform all necessary repairs to the containers at the city's expense for the 12-month warranty period beginning on the date of purchase from the city, except for repairs necessitated by deliberate~~

~~acts of the owner or any other person.~~

~~(C)~~ (B) The city will be responsible for maintaining all recycling centers with city-standard fencing, concrete pads, signage, and containers after the recycling center is approved for service by the city. If alternative fencing or structures are utilized, the city will not be responsible for **the** maintenance of alternative fencing or structures. If vegetation is used for screening in lieu of fencing, the city will not be responsible for maintenance or replacement of vegetation. (Ord. No. 08-72, § 12, passed 6-12-2008; Ord. No. 10-36, § 7, 4-8-2010; Ord. No. 10-37, § 6, 4-8-2010; Ord. No. 10-38, § 6, 4-8-2010)

SEC. 6-3-35 UNAUTHORIZED USE OF RECEPTACLE PROHIBITED.

It shall be unlawful for any person to place, or allow to be placed, any garbage or refuse in any receptacle, in any recycling center, at any refuse collection point, or in any refuse container used in the commercial or multi-family garbage collection service unless the garbage or refuse is from the premise(s) served by such container or from the premise(s) at which the receptacle is located. It shall also be unlawful for any person to utilize a **public city-owned** dumpster, recycling center, or trash receptacle as a means to dispose of garbage or refuse from the premises of a commercial or industrial business. Any unauthorized use of a receptacle shall subject the offender(s) to a civil penalty in the amount of \$50, and the Public Works Department is authorized to issue citations.

(Ord. No. 2369, § 1, passed 9-12-1991; Ord. No. 95-20, § 5, passed 2-9-1995; Ord. No. 08-72, § 13, passed 6-12-2008; Ord. No. 10-36, § 8, 4-8-2010)

SEC. 6-3-36 COMMERCIAL/INDUSTRIAL REFUSE COLLECTION.

It shall be the responsibility of all commercial/industrial businesses to provide refuse collection and disposal service equivalent to their needs. It shall also be the responsibility of each business to contract with an approved hauler of their choice for service arrangements. Any firm or corporation violating this section shall be liable for a civil penalty in the amount of \$50. Each day's continuing violation shall constitute a separate offense. The Public Works Director and the City Attorney are authorized to pursue **the** collection and enforcement of civil penalties through the courts of North Carolina.

(Ord. No. 95-20, § 6, passed 2-9-1995)

ARTICLE C. FEES AND CHARGES FOR SOLID WASTE COLLECTION SERVICES

~~**SEC. 6-3-40 DEFINITIONS.**~~

~~For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

~~Nonresidential unit. Any room or group of rooms used for business, commercial, educational, religious, or other nonresidential use.~~

~~Occupant. Any person who, alone or jointly with others, is in actual possession of any residential unit or of any other improved real property, either as owner or tenant.~~

~~Residential unit. Any room or group of rooms forming a single habitable unit, including houses, apartment units, mobile homes, condominium units, and townhouses, but not including hotel or motel living quarters.~~

~~Solid waste collection. The collection of solid wastes, including garbage, recyclables, and refuse, without regard to whether the collection is from trash cans, roll-out carts, containerized service, trash collection, or any combination of these services.~~

~~(Ord. No. 1639, § 1, passed 8-14-1986; Ord. No. 1678, § 1, passed 1-8-1987; Ord. No. 2685, § 16, passed 7-8-1993)~~

SEC. 6-3-41 FEES AND CHARGES FOR SOLID WASTE COLLECTION SERVICES.

(A) The person or organization in whose name utility service is listed shall be liable for, and shall pay, the charges for solid waste collection service provided for under this article.

(B) All residential units shall be charged a monthly fee as established in the city *Manual of Fees*.

(C) The monthly charge for solid waste collection service shall be billed by the Greenville Utilities Commission to each residential unit on a monthly basis, and shall be payable with utility charges within the time limit fixed for the payment of utility bills by the Greenville Utilities Commission.

(D) The ~~monthly fee charge~~ for solid waste collection service for a residential unit shall accrue on the first day of the individual billing cycle for that unit under the billing system of the Greenville Utilities Commission. For billing cycles between 26 days and 35 days inclusive, charges will not be prorated. For billing cycles of 25 days or less and for billing cycles of 36 days and above, charges shall be prorated on a daily basis of one-thirtieth of the normal monthly charge.

(E) Nonresidential units ~~and mixed-use units~~ shall be responsible for obtaining solid waste collection services from private haulers, or making other lawful and satisfactory arrangements for disposal of solid wastes.

(F) Residential units owned, utilized, or occupied by any federal, state, or local governmental body, institution, or agency located wholly or partially in the city may receive an exemption from the payment of fees and charges for solid waste collection upon satisfactory showing to the City Manager that the governmental body, institution, or agency can remove and dispose of all solid waste at the subject location in a safe and sanitary manner.

(G) The City Manager ~~is~~ and Public Works Director are authorized to establish, and to change as needed, whatever rules, regulations, interpretations, and policies ~~as~~ are necessary to implement and effectively administer the collection and enforcement of the fees and charges in this article. In establishing or amending the rules, regulations, interpretations, and policies authorized by this subsection, the City Manager and Public Works Director shall be guided by the following principles:

- (1) Rules, regulations, interpretations, and policies shall be consistent with applicable state, federal, and local law;
- (2) Rules, regulations, interpretations, and policies shall be consistent with generally accepted accounting principles, effective management oversight and control, and efficient operation; and
- (3) Rules, regulations, interpretations, and policies shall not allow termination of electric, water, sewer, or gas service.

(H) In addition to the fee established by the *City of Greenville Manual of Fees* pursuant to subsection (B) of this section, residential units and non-residential units shall be charged a fee as established in the *City of Greenville Manual of Fees* for any solid waste collection services provided to the unit by the city in addition to the regular solid waste collection service provided to the unit by the city. The charge for such additional solid waste collection service shall be billed by the Greenville Utilities Commission to the unit and shall be payable with utility charges within the time limit fixed for the payment of utility bills by the Greenville Utilities Commission. In the event the unit does not have an active utility account, the charge for such additional solid waste collection service shall be billed by the city to the property owner and shall be payable within 15 days of the placement of the bill in the mail.

(Ord. No. 2685, § 17, passed 7-8-1993; Ord. No. 09-39, § 1, passed 5-14-2009)

~~(I) The Director of Public Works or designee shall hear and decide any disputes regarding administration of the trash cart rollback service fee set forth in this chapter. The Director of Public Works may release or refund fees for service charged or collected pursuant to Section 6-3-4(G) and in any other circumstances as defined by rules, regulations, interpretations, and policies adopted by the City Manager pursuant to authority granted by Section 6-3-41(G).~~

SEC. 6-3-42 PRESUMPTION OF SERVICE.

(A) It is presumed that all residential units in the city receive service. This presumption may be rebutted, and the fee for service released or refunded in accordance with rules, regulations, interpretations, and policies established by the City Manager.

(B) The Director of Public Works of the city, or a designee, shall hear and decide appeals on presumption of service questions. The Director of Public Works may release or refund fees for service charged or collected under circumstances described in subsection (A) of this section, and in other circumstances as defined by rules, regulations, interpretations, and policies adopted by the City Manager pursuant to authority granted by section 6-3-41(G) of this article.

~~(C) Residential and nonresidential units unoccupied for more than 30 consecutive days will~~

~~be allowed an exemption from fees and charges. The burden of proof for showing that a unit has been unoccupied for more than 30 consecutive days shall be upon the party responsible for paying the fees and charges established in this article, and shall be done on a month to month basis on forms provided or approved by the city.~~

(Ord. No. 2685, § 18, passed 7-8-1993)

SEC. 6-3-43 PENALTIES.

(A) Any willful and knowing refusal to pay fees assessed for solid waste collection services shall subject the offender to a civil penalty in the amount of \$50. It is presumed that payment of the total utility bill, minus the amount of the solid waste collection fee, is a willful and knowing refusal to pay.

(B) Unpaid accounts for fees or charges under this article may be enforced by appropriate civil actions for the collection of amounts due, or by other appropriate relief.

(C) Unpaid solid waste collection fees shall be included in the fees and charges which must be repaid before utility service is resumed in those cases where failure to pay utility charges has resulted in discontinuance of utility service.

(Ord. No. 1639, § 1, passed 8-14-1986; Ord. No. 2339, § 8, passed 6-13-1991; Ord. No. 2685, § 19, passed 7-8-1993)

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 shall become effective upon its adoption.

This the 14th day of November, 2024.

P.J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk

ORDINANCE NO. 24-____

AN ORDINANCE TO REPEAL AND REPLACE TITLE 6, CHAPTER 3
OF THE CITY OF GREENVILLE CODE OF ORDINANCES

WHEREAS, the City of Greenville, North Carolina, by and through its City Council, has heretofore adopted the “Garbage and Refuse Collection and Disposal” Ordinance currently published in Chapter 3 of Title 6 of the City Code; and

WHEREAS, amendments to Chapter 3 of Title 6 are necessary to remove and/or correct outdated information, ensure the City’s safety needs are met, address community aesthetics and citizen complaints, and authorize assessment of a fee for violation of the ordinance and collection of the fee through the utility billing system;

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

Section 1: Title 6, Chapter 3 of the Code of Ordinances, City of Greenville, is hereby repealed and replaced to read as follows:

CHAPTER 3: GARBAGE AND REFUSE COLLECTION AND DISPOSAL

Article A. General Provisions

Section

- 6-3-1 Definitions
- 6-3-2 Unlawful deposits of refuse
- 6-3-3 Removal of garbage and refuse
- 6-3-4 Receptacles
- 6-3-5 Interference with contents of receptacles
- 6-3-6 Duties of property owners, landlords and tenants
- 6-3-7 Tree limbs, cuttings, shrubbery, and bulky items
- 6-3-8 Cardboard to be flattened for pickup service
- 6-3-9 Receptacles
- 6-3-10 Collection or storage of used beverage cans, bottles or cartons
- 6-3-11 Special services

Article B. Container Policy

Division 1. Industrial, Commercial and Institutional

- 6-3-21 Industrial byproduct waste
- 6-3-22 Pickup schedules
- 6-3-23 Containers; required equal to need; concrete pickup platform
- 6-3-24 Same; design and capacity
- 6-3-25 Same; purchase and maintenance

Division 2. Condominiums and Multi-Family Dwellings

- 6-3-31 Developers and owners to provide containers; container capacity required
- 6-3-32 Location of containers and compactors; inclusion in site plan
- 6-3-33 Same; pickup accessibility
- 6-3-34 Purchase and maintenance of containers and compactors
- 6-3-35 Unauthorized use of receptacle prohibited
- 6-3-36 Commercial/industrial refuse collection

Article C. Fees and Charges for Solid Waste Collection Services

- 6-3-41 Fees and charges for solid waste collection services
- 6-3-42 Presumption of service
- 6-3-43 Penalties

Cross-reference:

Litter control in parking lots, see §§ 11-9-1 et seq.

Statutory reference:

Power to require connections to water or sewer service and the use of solid waste collection services, see G.S. 160A-317

ARTICLE A. GENERAL PROVISIONS

SEC. 6-3-1 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Garbage. Organic waste matter from residential areas; comprised chiefly of waste food. “Garbage” does not include moisture that may be drained in the sewer.

Industrial byproduct waste. Any garbage, refuse, bulky items, and other solid waste items accumulated as a result of industrial activities, processes, or product distribution for disposal.

Nonresidential unit. Any room or group of rooms used for business, commercial, educational, religious, or other nonresidential use.

Occupant. Any person who, alone or jointly with others, is in actual possession of any residential unit or of any other improved real property, either as owner or tenant.

Recyclables. Glass jars and bottles, aluminum beverage cans, steel cans, cardboard, plastic #1 and #2, newsprint, magazines, and other materials for which a post-consumer recycling market exists.

Refuse. Ashes, tin cans, dirty rags, trash, house sweepings, paper, paper cups, shavings, bottles and other rubbish.

Residential unit. Any room or group of rooms forming a single habitable unit, including houses, apartment units, mobile homes, condominium units, and townhouses, but not including hotel or motel living quarters.

Solid waste collection. The collection of solid wastes, including garbage, recyclables, and refuse, without regard to whether the collection is from trash cans, roll-out carts, containerized service, trash collection, or any combination of these services.

Solid waste collection services. The collection of garbage, refuse, recyclables, trash, or other solid waste items that are collected by the city pursuant to the ordinances, rules, and regulations established in this chapter or in rules and regulations adopted by the Public Works Director or City Manager pursuant to authority in this chapter.

SEC. 6-3-2 UNLAWFUL DEPOSITS OF REFUSE.

(A) No person shall throw, place, or deposit any garbage, refuse, or recyclables of any kind, on or upon any of the public streets, sidewalks, ground, and other public places within the city, unless it shall be placed or deposited in a receptacle provided and maintained for that purpose and in accordance with the provisions of this chapter. Any garbage, garbage bag, refuse, or recyclables placed on the ground is considered a violation and a threat to public health and safety. The property owner or resident could be charged \$50.00 for removal. The removal fee shall be added to the resident's monthly utility bill.

(B) No person shall throw, place, or deposit any of the above materials, including old furniture, tires, appliances, and building materials into any city-owned and -maintained drainage ditch.

(C) The city will not collect solid waste items that cannot be deposited in a designated disposal site, including stumps, uncured paint, chemicals, oil drums, rubbish cleared from vacant lots, logs more than six inches in diameter, and petroleum, fuel oil, or chemical storage tanks.

(D) The city will not collect any building, renovation, or demolition debris from any residence created by a contractor, resident, or property owner.

SEC. 6-3-3 REMOVAL OF GARBAGE AND REFUSE.

No person other than those under the direction of the City Manager shall haul away or remove any garbage, refuse, or recyclables set out for collection at residential units or mixed-use complexes as in this chapter provided, except by the written consent of the City Manager. Owners or occupants of all nonresidential units are responsible for hauling, contracting for the hauling of,

or otherwise disposing of garbage, refuse, and recyclables in a lawful and sanitary manner, and in all respects in accordance with the provisions of this chapter.

SEC. 6-3-4 RECEPTACLES.

(A) All property owners, landlords, or tenants of residential dwellings shall provide receptacles (roll-out carts/dumpsters) for all residential garbage, refuse, and recyclables for removal by the city.

(B) Residential garbage, refuse, and recyclables shall be stored in roll-out carts approved for collection by City equipment. Refuse and recyclable containers shall not be located behind closed fences, inside closed structures, under carports, on porches, or in any other inaccessible location when using special services.

(C) The occupant of any residential dwelling unit must use an approved roll-out cart for garbage and/or recyclables. The cart may be purchased from the Public Works Department except that the occupant of a residential dwelling unit may use a City approved roll-out cart purchased from a vendor other than the Public Works Department for garbage and/or recyclables. The roll-out cart may be approved by the Director of Public Works or designee for use at the resident's dwelling unit. Roll-out carts used for garbage must be rolled out to the curb before 6:00 a.m. on the day designated for solid waste collection service.

(D) Public Works employees will leave all emptied carts or curbside recyclable receptacles at or near the front yard property line.

(E) No person shall place receptacles for residential garbage, refuse, or recyclables for removal by the city at curbside of a residential dwelling any earlier than noon the day before the scheduled collection. No later than noon of the day following scheduled collection, and at all times when not placed at the curbside for collection in accordance with the provisions of this subsection, receptacles must be removed from curbside and placed on a location on the residential property which is outside of the street right-of-way or easement and which is not located in the front yard of the property of the residential dwelling. For the purpose of this subsection, the "front yard" shall mean a yard extending across the full length of a lot from side lot line to side lot line and lying between the abutting street right-of-way or easement line and the building line. There is a front yard between each street which a property abuts and the residential dwelling located upon the property

(F) In addition, employees of the Public Works Department may relocate roll-out carts that are in violation of this section. Curbside roll-out carts in violation of this section may be relocated away from the curb to any location on the property outside of the right-of-way by Public Works employees. The Public Works employees will leave the roll-out carts in an area accessible to the residents. This does not apply to special services residents.

(G) Any person, firm or corporation violating this section shall be liable for a trash rollback service fee in the amount of \$25 for any violation, except the Public Works Director is authorized to issue one warning prior to a resident being assessed the \$25 trash rollback service fee to the resident's utility bill. The Public Works Director and the City Attorney are authorized to apply the cost of the service fee to the resident's utility bill.

SEC. 6-3-5 INTERFERENCE WITH CONTENTS OF RECEPTACLES.

No person shall disturb, remove from containers, or interfere with the contents of any garbage, refuse, or recyclables set out for removal by the city, unless by permission of the Public Works Director.

SEC. 6-3-6 DUTIES OF PROPERTY OWNERS, LANDLORDS AND TENANTS.

(A) It shall be the duty of each property owner, landlord, or tenant to see that all garbage, refuse, and recyclable containers, and the contents as in this chapter provided for, are set out for collection at such a location and time as may be assigned by the Public Works Director.

(B) All owners of real property within the city are required at all times to remove therefrom all garbage, debris, refuse, and recyclables that pose a public health or safety hazard.

SEC. 6-3-7 TREE LIMBS, CUTTINGS, SHRUBBERY, AND BULKY ITEMS

(A) Tree limbs, cuttings, shrubbery, and the like of more than one-half load will be hauled at such time as trucks and personnel are available. Limbs, cuttings, shrubbery, and the like must be cut in six-foot lengths or less and placed directly behind the curb or the traveled portion of the street upon the owner or tenant's property in an accessible location for collection. Tree limbs, cuttings, shrubbery, fine vegetation, debris, and junk shall be separated from each other as follows for collection:

- (1) Cuttings, shrubbery, and hedges shall be placed together at curbside for collection. Limbs should be placed in separate piles at curbside for collection.
- (2) Fine vegetation such as leaves, grass, and pine straw shall be placed together at the curbside for collection.
- (3) All other junk, debris, or discarded furniture shall be placed together at curbside for collection.
- (4) No trash, limbs, shrubbery, cuttings, junk, roll-out carts, or debris shall be placed in the gutter or on a public street.

(B) Any business contracted by a property owner to cut or trim trees and/or shrubbery is

required to haul these cuttings to the designated disposal site.

(C) It shall be unlawful to dump tree limbs, cuttings, leaves, shrubbery, lawn clippings, junk, and the like into any city-owned or -maintained ditch.

(D) No person shall place junk, discarded furniture, or white goods at the curbside of a residential dwelling for removal more than two days in advance of the scheduled collection day.

SEC. 6-3-8 CARDBOARD TO BE FLATTENED FOR PICKUP SERVICE.

Empty corrugated boxes, cartons, or containers shall be flattened and placed inside the resident's recycling container for collection. For large amounts of cardboard, call the Public Works Department for collection. The Sanitation Division shall not collect any corrugated box, carton, or container that has not been flattened for recyclable collection.

SEC. 6-3-9 RECEPTACLES; PLACEMENT PROHIBITED IN RIGHT-OF-WAY.

It shall be unlawful for any person to place any garbage, refuse, or recyclable container of any kind within any portion of the right-of-way of any street, thoroughfare, or other public way for any reason other than for pickup by the Public Works Department as stated in this chapter.

SEC. 6-3-10 COLLECTION OR STORAGE OF USED BEVERAGE CANS, BOTTLES, OR CARTONS.

Except as provided in section 6-3-6, no used beverage cans, bottles, or cartons may be collected or stored outside in drums, cans, or any container other than authorized commercial rainproof refuse containers, for a period of more than 24 hours, whether the purpose of such collection or storage is for recycling or any other reason. Any receptacle, other than an authorized commercial container, used for collecting or storing such cans, bottles, or cartons shall have its contents emptied and removed.

SEC. 6-3-11 SPECIAL SERVICES.

Individuals who are unable to roll out their city-approved roll-out cart to the curb due to a medical condition may submit an application provided by the Public Works Department to request special services. The application shall require a physician to fill out a section of the application stating the condition that prevents the applicant from rolling out the cart and the term of the condition. The Public Works Director or designee shall approve or disapprove all requests for special services. In considering a request, the Public Works Director or designee shall consider if the application has been fully completed including the physician's statement section, and shall verify the application and verify there are no other residents residing at the address that can roll out the cart. If an application for special services is approved, the applicant must purchase a city-

approved roll-out cart to receive the special services and allow the Public Works Department to install a special services placard on the purchased cart. The approved applicant will be charged the curbside fee. The Public Works Department collection crews will go to the location in the backyard that is accessible to a two-wheeled cart, roll out the cart to dump into the refuse truck, and return the cart to the designated location. This service, if approved, is effective for the term noted by the physician on the application form. This service is available only to single-family and multi-family residents.

ARTICLE B. CONTAINER POLICY

DIVISION 1. INDUSTRIAL, COMMERCIAL AND INSTITUTIONAL

SEC. 6-3-21 INDUSTRIAL BYPRODUCT WASTE.

The Public Works Director may collect industrial byproduct waste to supplant the safety of the public, life, and health. Otherwise, industrial byproduct waste will not be accepted or collected for disposal by the city.

SEC. 6-3-22 PICKUP SCHEDULES.

Garbage, trash, and recyclables will be picked up from residential property on a regular schedule as established by the Director of Public Works.

SEC. 6-3-23 CONTAINERS; REQUIRED EQUAL TO NEED; CONCRETE PICKUP PLATFORM.

Multi-family dwellings will be serviced by the city by a container-type refuse truck; therefore, these locations will be required to store their garbage, trash, or other waste in container sizes of four, six, or eight cubic yards equivalent to their needs. Multi-family dwellings with existing three or four cubic yard dumpsters will be allowed to be serviced with existing three or four cubic yards dumpsters if they are compatible with front-loader refuse trucks. Compactors or roll-out carts are an option in accordance with the provisions of subsections (C) and (D) of Section 6-3-31. All multi-family dwellings will be required to install their own concrete platform for these containers. All multi-family dwellings will be required to install recycling centers with the required number of 96-gallon containers except that the city will install recycling centers at multi-family dwellings approved for construction prior to July 1, 2010. The recycling centers must have city-standard fencing, concrete pads, signage, and containers. Any request for an alternative design must be approved by the Director of Public Works or designee. The location of these containers will be chosen with regard to the best interest of public safety and to where the city refuse trucks can service them with the least maneuvering. Final approval as to the location will be made by the Director of Public Works or designee.

SEC. 6-3-24 SAME; DESIGN AND CAPACITY.

Containers will be of an approved design, as provided by the Public Works Department, and of four, six, or eight cubic yards capacity. Containers must be made of approved materials used for solid waste dumpsters. The lid must be maintained by the owner in a manner such that the lid opens and closes easily. Recycling containers shall be city-approved 96-gallon roll-out containers designed for dumping by city semi-automated refuse trucks.

SEC. 6-3-25 SAME; PURCHASE AND MAINTENANCE.

(A) It will be the responsibility of the owner to make the original purchase of containers. It includes a 90-day warranty if purchased from the city.

(B) The city will repair any container with a city warranty that is damaged by its refuse trucks and/or employees. It shall be the responsibility of the owner to bear all costs of replacement or repairs of siding, bottoms, lids, and necessary patching of any holes developing in such containers.

(C) The city will be responsible for providing maintenance of all recycling centers with city-standard fencing, concrete pads, signage, and containers after the recycling center is approved for service by the city. If alternative fencing or structures are utilized, the city will not be responsible for the maintenance of the alternative fencing or structure. If vegetation is used for the screening requirement in lieu of fencing, the city will not be responsible for the maintenance or replacement of the vegetation.

(D) Notwithstanding the provisions of subsections (A) and (B), owners of multi-family units may elect to utilize a compactor in lieu of meeting the requirements of subsection (A) or (B) above if approved by the Director of Public Works or designee. The compactor will receive solid waste collection service from the city or a company contracted by the city. The ratio of compaction to uncompacted garbage shall be submitted as a part of the request for approval of a compactor. The compactor must be sized to be equivalent to one yard of uncompacted garbage dumpster space per four units. The area inside the compactor enclosure must be kept clean and without safety hazards. To be considered for approval by the Director of Public Works or designee for a compactor, the developer or owner shall submit the following:

- (1) Plan for how residents will dispose of garbage in the event of compactor failure;
- (2) Specifications for compactor including compaction ratio;
- (3) Site location plan for compactor;
- (4) Access plan for servicing compactor;
- (5) Compactor access plan for residents meeting all applicable accessibility requirements;

(6) Plan for a limitation on the time periods when the compactor will be operational for the purpose of limiting potential noise disturbance; and

(7) Recycling plan for the multi-family complex.

(E) Notwithstanding the provisions of subsections (A) through (D) above, the City Council may authorize tests, trials, or experimental arrangements for solid waste collection.

DIVISION 2. CONDOMINIUMS AND MULTI-FAMILY DWELLINGS

SEC. 6-3-31 DEVELOPERS AND OWNERS TO PROVIDE CONTAINERS; CONTAINER CAPACITY REQUIRED.

(A) Developers and owners of multi-family dwellings, or duplexes that have ten or more units, must provide containers as follows:

(1) Three to 24 living units: one six-cubic yard container;

(2) More than 24 living units: one six-cubic yard container for each 24 units or fraction thereof; and

(3) Recycling centers must be constructed with a minimum ratio of one 96-gallon container for each 20 units or any fraction thereof. A minimum of one 96-gallon container for recycling is required for any complex with less than 20 units.

(B) Owners and developers of mobile home parks, as defined in Title 9, Chapter 4 of the City Code with ten or more mobile homes, must provide containers on the same ratio of units to containers as prescribed in subsection (A) above.

(C) Notwithstanding the provisions of subsections (A) and (B), developers and owners of multi-family units, duplexes, or mobile home parks may elect to provide each unit with roll-out carts in lieu of meeting the requirements of subsection (A) or (B) above. If roll-out carts are used under the election provided by this subsection, the carts and the proposed site plan for locating carts must be approved by the Director of Public Works. The Director shall consider the accessibility of the proposed locations, the protection of public health, and the compatibility of the carts with city collection equipment when approving or disapproving plans for cart use. If roll-out carts are approved by the Director of Public Works, curbside recycling will be collected in 64- or 96-gallon city-approved roll-out carts.

(D) Notwithstanding the provisions of subsections (A) through (C) above, the City Council may authorize tests, trials, or experimental arrangements for solid waste collection.

SEC. 6-3-32 LOCATION OF CONTAINERS AND COMPACTORS; INCLUSION IN SITE PLAN.

Developers of condominiums and multi-family dwelling developments, including such developments which also have duplex houses, will include in the site plan the location for containers, compactors, and recycling centers to be serviced by the city for approval by the Director of Public Works or designee. Containers, compactors, and recycling centers shall be provided by the developer on site before a certificate of occupancy for the structure shall be issued by the city.

SEC. 6-3-33 SAME; PICKUP ACCESSIBILITY.

Containers, compactors, and recycling centers must be located for accessibility by Sanitation Division or city contractor pickup equipment.

SEC. 6-3-34 PURCHASE AND MAINTENANCE OF CONTAINERS AND COMPACTORS.

(A) It will be the responsibility of the owner to purchase containers or compactors and to maintain and repair them except that the city will repair any container or compactor damaged by its refuse trucks and/or employees. Specifically, it shall be the responsibility of the owner to bear all costs of replacement of siding, bottoms, and lids, and necessary patching of any holes developing in the containers. It shall be the responsibility of the owner to maintain the container or compactor in a serviceable condition and to make necessary repair or replacement of the container or compactor within seven days of notice of needed repair.

(B) The city will be responsible for maintaining all recycling centers with city-standard fencing, concrete pads, signage, and containers after the recycling center is approved for service by the city. If alternative fencing or structures are utilized, the city will not be responsible for the maintenance of alternative fencing or structures. If vegetation is used for screening in lieu of fencing, the city will not be responsible for maintenance or replacement of vegetation.

SEC. 6-3-35 UNAUTHORIZED USE OF RECEPTACLE PROHIBITED.

It shall be unlawful for any person to place, or allow to be placed, any garbage or refuse in any receptacle, in any recycling center, at any refuse collection point, or in any refuse container used in the commercial or multi-family garbage collection service unless the garbage or refuse is from the premise(s) served by such container or from the premise(s) at which the receptacle is located. It shall also be unlawful for any person to utilize a city-owned dumpster, recycling center, or trash receptacle as a means to dispose of garbage or refuse from the premises of a commercial or industrial business. Any unauthorized use of a receptacle shall subject the offender(s) to a civil penalty in the amount of \$50, and the Public Works Department is authorized to issue citations.

SEC. 6-3-36 COMMERCIAL/INDUSTRIAL REFUSE COLLECTION.

It shall be the responsibility of all commercial/industrial businesses to provide refuse collection and disposal service equivalent to their needs. It shall also be the responsibility of each business to contract with an approved hauler of their choice for service arrangements. Any firm or corporation violating this section shall be liable for a civil penalty in the amount of \$50. Each day's continuing violation shall constitute a separate offense. The Public Works Director and the City Attorney are authorized to pursue the collection and enforcement of civil penalties through the courts of North Carolina.

ARTICLE C. FEES AND CHARGES FOR SOLID WASTE COLLECTION SERVICES

SEC. 6-3-41 FEES AND CHARGES FOR SOLID WASTE COLLECTION SERVICES.

(A) The person or organization in whose name utility service is listed shall be liable for, and shall pay, the charges for solid waste collection service provided for under this article.

(B) All residential units shall be charged a monthly fee as established in the city *Manual of Fees*.

(C) The monthly charge for solid waste collection service shall be billed by the Greenville Utilities Commission to each residential unit on a monthly basis and shall be payable with utility charges within the time limit fixed for the payment of utility bills by the Greenville Utilities Commission.

(D) The monthly fee for solid waste collection service for a residential unit shall accrue on the first day of the individual billing cycle for that unit under the billing system of the Greenville Utilities Commission. For billing cycles between 26 days and 35 days inclusive, charges will not be prorated. For billing cycles of 25 days or less and for billing cycles of 36 days and above, charges shall be prorated on a daily basis of one-thirtieth of the normal monthly charge.

(E) Nonresidential units and mixed-use units shall be responsible for obtaining solid waste collection services from private haulers or making other lawful and satisfactory arrangements for disposal of solid wastes.

(F) Residential units owned, utilized, or occupied by any federal, state, or local governmental body, institution, or agency located wholly or partially in the city may receive an exemption from the payment of fees and charges for solid waste collection upon satisfactory showing to the City Manager that the governmental body, institution, or agency can remove and dispose of all solid waste at the subject location in a safe and sanitary manner.

(G) The City Manager and Public Works Director are authorized to establish, and to change as needed, whatever rules, regulations, interpretations, and policies are necessary to implement and effectively administer the collection and enforcement of the fees and charges in this article. In establishing or amending the rules, regulations, interpretations, and policies authorized by this

subsection, the City Manager and Public Works Director shall be guided by the following principles:

- (1) Rules, regulations, interpretations, and policies shall be consistent with applicable state, federal, and local law;
- (2) Rules, regulations, interpretations, and policies shall be consistent with generally accepted accounting principles, effective management oversight and control, and efficient operation; and
- (3) Rules, regulations, interpretations, and policies shall not allow termination of electric, water, sewer, or gas service.

(H) In addition to the fee established by the *City of Greenville Manual of Fees* pursuant to subsection (B) of this section, residential units and non-residential units shall be charged a fee as established in the *City of Greenville Manual of Fees* for any solid waste collection services provided to the unit by the city in addition to the regular solid waste collection service provided to the unit by the city. The charge for such additional solid waste collection service shall be billed by the Greenville Utilities Commission to the unit and shall be payable with utility charges within the time limit fixed for the payment of utility bills by the Greenville Utilities Commission. In the event the unit does not have an active utility account, the charge for such additional solid waste collection service shall be billed by the city to the property owner and shall be payable within 15 days of the placement of the bill in the mail.

(I) The Director of Public Works or designee shall hear and decide any disputes regarding administration of the trash cart rollback service fee set forth in this chapter. The Director of Public Works may release or refund fees for service charged or collected pursuant section 6-3-4(G) and in any other circumstances as defined by rules, regulations, interpretations, and policies adopted by the City Manager pursuant authority granted by section 6-3-41(G).

SEC. 6-3-42 PRESUMPTION OF SERVICE.

(A) It is presumed that all residential units in the city receive service. This presumption may be rebutted, and the fee for service released or refunded in accordance with rules, regulations, interpretations, and policies established by the City Manager.

(B) The Director of Public Works of the city, or a designee, shall hear and decide appeals on presumption of service questions. The Director of Public Works may release or refund fees for service charged or collected under circumstances described in subsection (A) of this section, and in other circumstances as defined by rules, regulations, interpretations, and policies adopted by the City Manager pursuant to authority granted by section 6-3-41(G) of this article.

SEC. 6-3-43 PENALTIES.

(A) Any willful and knowing refusal to pay fees assessed for solid waste collection services shall subject the offender to a civil penalty in the amount of \$50. It is presumed that payment of

the total utility bill, minus the amount of the solid waste collection fee, is a willful and knowing refusal to pay.

(B) Unpaid accounts for fees or charges under this article may be enforced by appropriate civil actions for the collection of amounts due, or by other appropriate relief.

(C) Unpaid solid waste collection fees shall be included in the fees and charges which must be repaid before utility service is resumed in those cases where failure to pay utility charges has resulted in discontinuance of utility service.

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 shall become effective upon its adoption.

This the 14th day of November, 2024.

P.J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 11/14/2024

Title of Item: Title VI Nondiscrimination Program

Explanation: The Civil Rights Act of 1964 and other regulatory authorities prohibit discrimination based on race, national origin, color, disability, gender, Limited English proficiency, income-level, and in some cases, religion.

Based on the City of Greenville's (City) receipt of federal financial assistance from multiple federal and state agencies, including but not limited to, the United States Department of Transportation, Department of Homeland Security, Department of Housing and Urban Development, the North Carolina Department of Transportation, etc., the City has an obligation to ensure it prohibits discrimination based on each of the protected bases identified above in its programs, benefits and activities, through the implementation of a Title VI Nondiscrimination Program.

The Title VI information and requirements, along with the intent to bring the Title VI Nondiscrimination Plan to Council at its November meeting, was presented to Council at its October 7, 2024 Workshop.

Fiscal Note: There is no cost to the City for this initiative.

Recommendation: City staff recommends for City Council to adopt the Title VI Nondiscrimination Program Implementation Plan.

ATTACHMENTS

[City of Greenville Title VI Nondiscrimination Program Plan.pdf](#)

Title VI Nondiscrimination Program

"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Section 2000d).

IMPLEMENTATION
PLAN



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TITLE VI PLAN REVIEW AND ADOPTION

On behalf of the City of Greenville, NC, City Council, I hereby acknowledge receipt of the Title VI Nondiscrimination Plan. We, the Council, have **reviewed and hereby adopt** this Plan. We are committed to ensuring that all decisions are made in accordance with the nondiscrimination guidelines of this Plan, and that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any City of Greenville, NC services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as protected by Title VI of the Civil Rights Act of 1964 and the nondiscrimination provisions of the USDOT operating administrations and other federal agencies.

Signature of Authorizing Official

Date

INTRODUCTION

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Section 2000d).

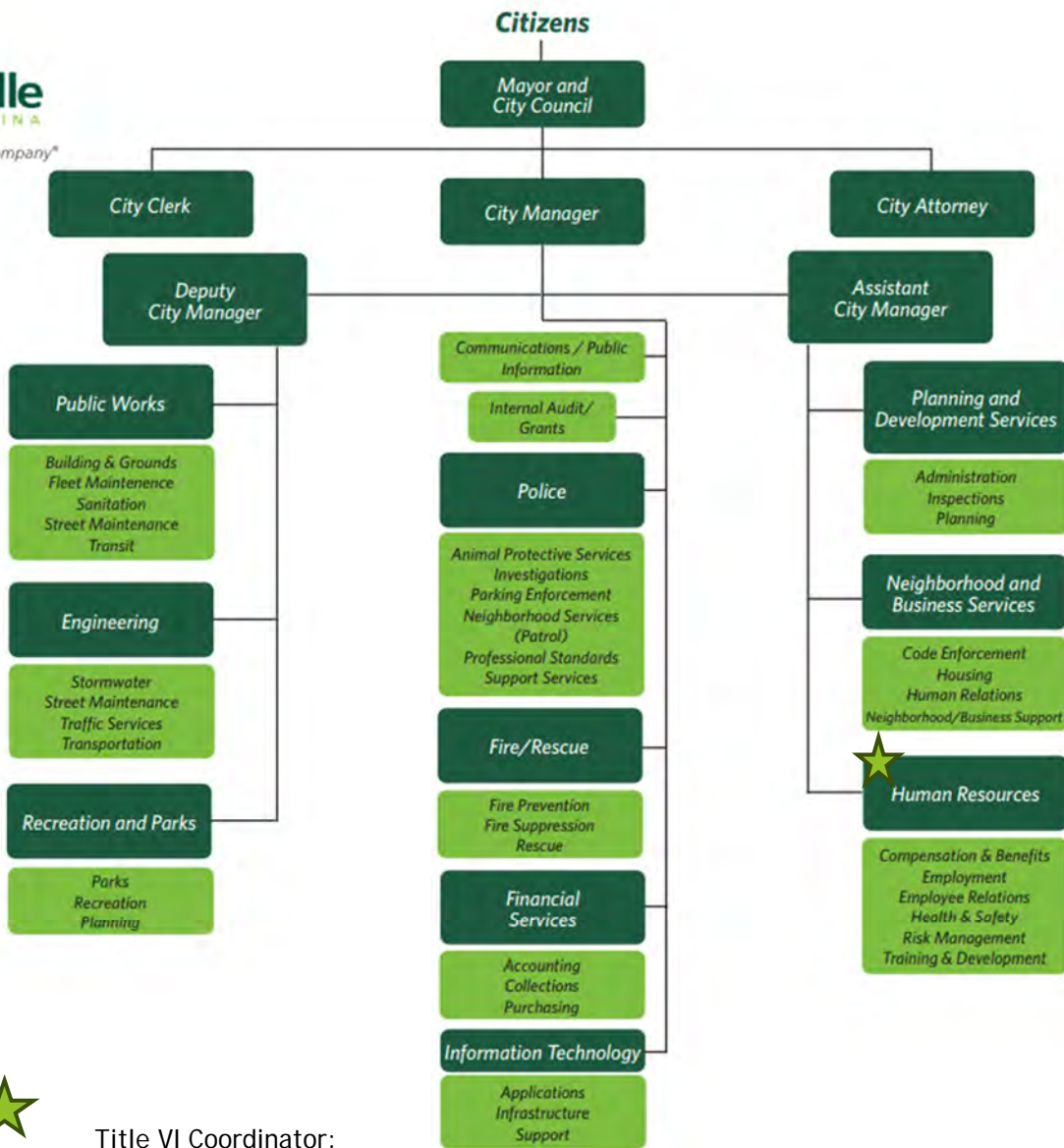
The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of Federal-aid recipients, sub-recipients, and contractors whether those programs and activities are federally funded or not.

The City of Greenville, NC ("City") is a direct recipient and sub recipient of federal financial aid from USDOT operating administrations and other federal agencies, and Title VI is implemented across the City's programs and activities.

NONDISCRIMINATION AUTHORITIES

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- 49 Code of Federal Regulations ("C.F.R."), Part 21
- 23 C.F.R. Part 300
- 28 C.F.R. Part 42, Subpart F
- Civil Rights Restoration Act of 1987
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (February 11, 1994)
- Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (January 20, 2021)
- Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (February 1, 2021)
- DOT 1000.12C, The U.S. Department of Transportation Title VI Program
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability.
- Title IX of the Education Amendments Act of 1972, which prohibits discrimination based on sex in education programs or activities.
- Age Discrimination Act of 1975, which prohibits discrimination based on age.
- U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination religion in social service programs.

ORGANIZATIONAL CHART



Updated 11/7/23



Title VI Coordinator:
Jessica Carter

TITLE VI NONDISCRIMINATION POLICY STATEMENT

It is the policy of the City of Greenville, NC to ensure that no person shall, on the ground of **race, color, national origin, Limited English Proficiency, sex, age, or disability, (and low-income, where applicable)**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of our programs and activities, as provided by Title VI of the Civil Rights Act of 1964, U.S. Department of Transportation Order 1050.2A, Title 49 C.F.R. Part 21, 23 C.F.R. Part 200, the Civil Rights Restoration Act of 1987, Executive Orders 12898 and 13166, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments Act of 1972, Age Discrimination Act of 1975, U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, and other pertinent nondiscrimination authorities.

The following practices are hereby prohibited throughout the City to comply, at a minimum, with Title VI and related requirements:

- Denying a person any service, financial aid, or other benefit provided under the program.
- Providing any service, financial aid, or other benefit to a person which is different, or is provided in a different manner, from that provided to others under the program.
- Subjecting a person to segregation or separate treatment in any matter related to his receipt of any service, financial aid, or other benefit under the program.
- Restricting a person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program;
- Treating a person differently from others in determining whether they satisfy any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet in order to be provided any service, financial aid, or other benefit provided under the program;
- Denying a person an opportunity to participate in the program through the provision of services or otherwise or afford them an opportunity to do so which is different from that afforded others under the program; or
- Discrimination in any employment resulting from a program, a primary objective of which is to provide employment;
- Acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because they have made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing; or
- Denying a person the opportunity to participate as a member of a planning, advisory, or similar body.

To ensure that appropriate program measures are implemented and monitored, I have designated Jessica Carter as the City's Title VI Coordinator, 252-329-4418 or jcarter@greenvillenc.gov and Linda McCarthy, ADA Coordinator, 252-329-4452 or lmccarthy@greenvillenc.gov. As expression of my commitment to and support of the City of Greenville, North Carolina's Title VI Nondiscrimination program, below is my signature as City Manager of the City of Greenville, North Carolina.

Signature

Date



NOTICE OF NONDISCRIMINATION AND ACCESSIBILITY RIGHTS

Find yourself in good company®

In accordance with Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities, the City of Greenville, NC will not exclude from participation in, deny the benefits of, or subject to discrimination any person, based on race, color, national origin, Limited English Proficiency, income-level, sex, age, or disability (or religion, where applicable), under any programs or activities.

City of Greenville provides free aids and services, such as qualified sign language interpreters and written information in other formats (large print, audio, accessible electronic formats, translate setting, etc.), to communicate effectively with persons with disabilities or persons with limited English proficiency.

ATTENTION: If you speak a language other than English, qualified interpreters or information written in other languages are available, free of charge, by contacting Jessica Carter at 252-329-4418 or jcarter@greenvillenc.gov.

If you need to request a reasonable accommodation, please contact Linda McCarthy at 252-329-4452 or lmccarthy@greenvillenc.gov.

ATENCIÓN: si usted habla otro idioma que no sea inglés, puede solicitar, sin costo, los servicios de intérpretes calificados o información escrita en otros idiomas llamando al Jessica Carter at 252-329-4418.

COMPLAINTS: If you feel that the City of Greenville, NC has failed to provide these services or that you have been discriminated against by the City of Greenville, NC or its business partners in another way based on race, color, national origin (including language), disability, sex, age, income-level, or religion, you may file a complaint. For information on filing a complaint or City of Greenville, NC's nondiscrimination obligations, please contact:

CITY OF GREENVILLE, NC
TITLE VI COORDINATOR
200 W. Fifth Street
Greenville, NC 27858
252-329-4418
jcarter@greenvillenc.gov

TITLE VI COORDINATOR

The City Manager, as part of this Plan appoints Jessica Carter as the Title VI Coordinator. The Title VI Coordinator reports to the HR Director and has easy access to the City Manager. The Title VI Coordinator relies on assistance from liaisons in each of the City's departments to help implement the Title VI Nondiscrimination Program.

The Title VI Coordinator is responsible for:

- Maintaining knowledge of Title VI and related requirements.
- Attending civil rights training when offered by federal agencies.
- Administering the Title VI Nondiscrimination Program and coordinating implementation of this Plan.
- Making sure internal staff and officials are familiar and complying with their Title VI obligations.
- Ensuring all City of Greenville, NC employees receive basic Title VI Training at least once every three years.
- Disseminating Title VI information internally and to the public, including in languages other than English.
- Presenting Title VI-related information to decision-making bodies for input and approval.
- Ensuring Title VI-related posters are prominently and publicly displayed.
- Developing a process to collect data related to race, national origin, sex, age, and disability to ensure minority, low-income, and other underserved groups are included and not discriminated against.
- Ensuring that non-elected boards and committees reflect the service area and minorities are represented.
- Promptly processing (receiving, logging, investigating and/or forwarding) discrimination complaints.
- Providing information and cooperating during compliance reviews and investigations.
- Promptly resolving deficiencies to ensure compliance with Title VI nondiscrimination requirements.
- Establishing/maintaining contracts that provide meaningful access to language services, including interpreting, translation, and transcription.

If the Title VI Coordinator changes, the Title VI Policy Statement and Title VI Assurances will immediately be updated, and an updated policy statement (and nondiscrimination agreement, if standalone) will be signed by the new Title VI Coordinator.






TRAINING | EDUCATION

Training/Education are key components of successful Title VI Nondiscrimination Programs, as it raises awareness. Training/Education is regularly provided to internal and external stakeholders of the City. Events may also substantiate the need for training, e.g., complaints, investigations, requests, etc. The City will work to provide internal training to allow its staff to determine compliance with Title VI effectively and efficiently.

All employees of recipients will receive basic Title VI training at least once every three years. New hires will receive this training within 90 days of their start date. Basic training covers all sections of its Title VI Implementation Plan and the overall Title VI obligations. Staff may receive specialized training on how Title VI applies to their specific work areas. Those who routinely encounter the public, such as office personnel, call center staff, and vehicle drivers, receive annual refresher training. Training is provided or organized by the Title VI Coordinator and often coincides with updates to our nondiscrimination policies and procedures. Records of staff trainings, such as signed acknowledgement forms, sign-in sheets, will be maintained on file electronically for at least three years.

TRAINING OBJECTIVES

At a minimum, training presentations include the following components of Title VI:

-  What is Title VI/Policy
-  Title VI Assurances/Appendices
-  Community Participation Plan
-  Executive Order 13166 - Limited English Proficiency
-  Executive Order 12898 - Environmental Justice
-  Complaints and Investigations
-  Program Staff and Contact Information

COMPLAINTS

OVERVIEW

The City follows its complaints process for all Title VI complaints received and all investigations initiated based on available information and factors. The City encourages the informal resolution of complaints, including the use of alternative dispute resolution (ADR) methods, such as mediation. The City may refer complaints to the appropriate agency in the event it is determined the City lacks jurisdiction over the complaint.

The City publishes notices and provides instructions/procedures and the complaint form to persons who believe they are subject to discrimination or disparate impact in the provision of its programs, activities, benefits, or services. *See Appendices C and D.* The guidance is posted in conspicuous locations, including but not limited to, on the City's website and in public areas of the City's office(s), including the reception desk, meeting rooms, break rooms, etc. The City also posts Title VI notices at stations or stops, and/or on transit vehicles.

WHO MAY FILE A COMPLAINT

Individuals who believe they have been denied the benefits of, excluded from participation in, or subject to discrimination on the grounds of race, color, or national origin (including limited English Proficiency) by a recipient of federal funding can file an administrative complaint with the City's Title VI Coordinator under Title VI of the Civil Rights Act of 1964.

Under the Executive Order 12898, *Environmental Justice and the U.S. Department of Transportation's Order to Address Environmental Justice in Minority Populations and Low-Income Populations*, a member of the public, a group of people, or their representatives can file an administrative complaint against a recipient of FFA, a transportation provider, a transportation-related entity, or the City itself alleging discrimination and/or adverse environmental effects, including social and economic effects, against a specific minority or low income community or population group, due to a project or activity funded or carried out by DOT.

No one may intimidate, threaten, coerce, or engage in other discriminatory conduct against anyone because he or she has either filed a complaint to secure rights protected by the nondiscrimination statutes we enforce. Any individual alleging such harassment or intimidation may file a complaint with the City and it would investigate such a complaint.

TIMING

Complaints are to be filed within 180 days of the alleged act unless an extension is granted by the City. The complaints must be in writing and signed by the complainant. The City will attempt to resolve all discrimination complaints within 180 days of accepting the complaint for investigation unless extenuating circumstances are present. The City will make known all filing options and avenues of appeal.

INVESTIGATION

The City investigates complaints on the basis of intentional discrimination or on the basis of disparate impact discrimination, where a neutral policy or practice has the effect of disproportionately excluding or adversely affecting minority beneficiaries or other protected individuals and the recipient's practice lacks a substantial legitimate justification.

Once a complaint has been accepted by the City for investigation, the Title VI Coordinator will notify the department or unit that it is the subject of a Title VI complaint and ask the department or unit to respond in writing to the complainant's allegations. If the complainant agrees to release the complaint to the department or unit, the Title VI Coordinator will provide the department or unit with the complaint, which may have personal information redacted at the request of the complainant. If the complainant does not agree to release the complaint to the department or unit, the City may choose to close the complaint.

The City strives to promptly investigate the complaints received and expects its departments and units to cooperate during the investigation. At the conclusion of any investigation, the City will transmit a letter of finding to the complainant and the recipient. If our investigation determines that the recipient is not in violation of Title VI, our letters will explain why the recipient was found in compliance. If the City determines that a department or unit is in violation of Title VI, letters of finding will document the violation and ensure the City takes action to come into compliance.

ADMINISTRATIVE CLOSURE

The City may administratively close Title VI complaints before a resolution is reached where:

- The complainant decides to withdraw the case.
- The complainant is not responsive to the City's requests for information or to sign a consent release form.
- Litigation has been filed raising similar allegations involved in the complaint.
- The complaint was not filed within 180 days of the alleged discrimination.
- The complaint does not indicate a possible violation of Title VI law, rules or regulations.
- The complaint is so weak, insubstantial, or lacking in detail that the City determines it is without merit, or so replete with incoherent or unreadable statements that it, as a whole, cannot be considered to be grounded in fact.
- The complaint has been investigated by another agency and the resolution of the complaint meets DOT regulatory standards.
- The City obtains credible information that the allegations raised by the complaint have been resolved

- The complaint is a continuation of a pattern of previously filed complaints involving the same or similar allegations against the same department or unit that have been found factually or legally insubstantial by the City.
- The same complaint allegations have been filed with another Federal, state, or local agency, and the City anticipates that the recipient will provide the complainant with a comparable resolution process under comparable legal standards; or the death of the complainant or injured party makes it impossible to investigate the allegations fully.

DATA COLLECTION | ANALYSIS | REPORTING

Data collection, analysis and reporting are key elements of a successful Title VI enforcement strategy and engagement should be early on and continuing. The data provides context for the Title VI Nondiscrimination Program and will be used to ensure nondiscrimination in public outreach and delivery of programs, activities, and services. Data collection is the primary means by which the City can monitor whether the FFA is reaching communities that need assistance. Understanding demographics for individuals in the City’s service area(s) is integral to help foster an equitable environment of sound decision making and appropriate engagement. Any trends and changes should be captured regularly to ensure continued equity when implementing the Program.

To ensure that Title VI reporting requirements are met, the City will collect and maintain data on potential and actual beneficiaries of its programs, services, and activities. Data should include relevant population data for overall service area(s), including:

- Race & Ethnicity
- Age & Sex, Disability
- Poverty
- Household Income
- Limited English Proficiency

Data should also include:

- The manner in which services are provided in the programs, activities and services.
- The location of existing or proposed facilities and information regarding whether the location will have the effect of denying access to any person on the basis of prohibited discrimination.
- Requirements and procedures designed to guard against unnecessary impact on persons on the basis of race, color, or national origin (including limited English proficiency) when relocation is involved.
- The race, color, and national origin of the members of any planning or advisory body that is an integral part of the program.

Data and information should be documented using narratives or through maps that overlay boundaries and demographic features on specific communities, and provide this information, upon request.

DATA COLLECTION RESOURCES

- American Census Survey
- State and Local Governments
- Metropolitan Planning and Rural Planning Organizations
- Environmental Protection Agency EJSCREEN
- Geographic Information System Mapping

REPORTING METRICS

The City tracks and maintains metrics that relate to components of the Title VI requirements in its program and activities. Depending on the type of programs, activities, and services provided, metrics may include but not be limited to the following:

- Number of complaints, lawsuits, received, active, closed/resolved.
- Number of compliance reviews completed.
- Number of trainings completed – internal/external.
- Contract language assistance services.
- Environmental Justice impacts identified, including mitigation efforts.
- Board and committee makeups.
- Number of employees who can fluently speak a language other than English (include language).
- Demographics of relocations, including appraisers used in the process.
- Demographics of consultants/contractors with contracts, task orders, payments.

COMMUNITY PARTICIPATION PLAN

Effective public involvement is a key element in addressing Title VI in decision-making. This chapter describes how the City will disseminate vital agency information and engage the public. The City will seek out and consider the input and needs of interested parties and groups traditionally underserved by transportation systems who may face challenges accessing services, such as minority and limited English proficient (LEP) persons. Underlying these efforts is the City's commitment to determining the most effective outreach methods for a given project or population.

The City is engaged in planning and other decision-making activities, and considers the principles embodied in the planning regulations to develop and use a documented public participation plan or process that provides adequate notice of public participation activities, as well as early and continuous opportunities for public review and comment at key decision points.

General public involvement practices include:

- Expanding traditional outreach methods. Think outside the box: Go to hair salons, barbershops, street fairs, etc.
- Providing for early, frequent, and continuous engagement by the public.
- Use of social media and other resources to gain public involvement.
- Coordinating with community- and faith-based organizations such as churches, educational institutions, and other entities to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.
- Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.
- Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP persons could also include audio programming available on podcasts.
- Ensuring accessibility by making measures free of linguistic, cultural, economic, and historical barriers that impede or prevent effective public participation in decision-making processes.

PUBLIC NOTIFICATION

The City will inform people of their rights under Title VI and related authorities with regard to their programs, activities, benefits and services. The primary means of achieving this will be posting and disseminating the policy statement and notice. Additional measures may include verbally announcing obligations and the public's rights at meetings, placing flyers at places frequented by targeted populations, and an equal opportunity tag-on at the end of radio announcements. The method of notification will be determined through an initial screening of the area.

DISSEMINATION OF INFORMATION

Information on Title VI and other programs should be crafted and disseminated to employees, contractors and subrecipients, stakeholders, and the public. Public dissemination efforts may vary depending on factors present, but should generally include: posting public statements setting forth our nondiscrimination policy in eye-catching designs and locations; placing brochures in public places, such as government offices, transit facilities, and libraries; having nondiscrimination language within contracts; including nondiscrimination notices in meeting announcements and handouts; and displaying the Notice of Nondiscrimination at public meetings.

At a minimum, nondiscrimination information should be disseminated on the recipient's website and in public areas of the recipient's office(s), including the reception desk, meeting rooms, break rooms, etc. Recipients should also post Title VI notices at stations or stops, and/or on transit vehicles. Project-related information and the most current Title VI-related information should be maintained online.

MEETINGS AND OUTREACH

There is no one-size-fits-all approach to community participation. A variety of comprehensive and targeted public participation methods should be used to facilitate meaningful public involvement. Methods for engaging stakeholders and target audiences, including traditionally underserved and excluded populations (i.e., minorities, youth, low-income, the disabled, etc.) should include the following:

PUBLIC RELATIONS AND OUTREACH

Public relations and outreach (PRO) strategies aim to conduct well-planned, inclusive, and meaningful public participation events that foster good relations and mutual trust through shared decision-making with the communities the City serves.

- The city seeks out and facilitates the involvement of those potentially affected.
- The city provides a translate tool for persons with limited English proficiency that include numerous language options on greenvillenc.gov
- Public events aim to be collaborative, fun, and educational for all, rather than confrontational and prescriptive.
- Media plans typically involve multiple channels of communication like mailings, radio, TV, and newspaper ads.
- Abstract objectives should be avoided in meeting announcements. Specific "attention-grabbing" reasons to attend will be used, such as "Help us figure out how to relieve congestion on [corridor name]" or "How much should it cost to ride the bus? Let us know on [date]."
- Efforts will be made to show how the input of participants can, or did, influence final decisions.

- Recipients should do its best to form decision-making committees that look like and relate to the populations served.
- Recipients should seek out and identify community contacts and partner with local community- and faith-based organizations that can represent, and help us disseminate information to, target constituencies.
- Demographic data should be requested during public meetings, surveys, and from community contacts and committee members.

PUBLIC MEETINGS

“Public meeting” refers to any meeting open to the public, such as hearings, charrettes, open house, and board meetings.

- Public meetings should be conducted at times, locations, and facilities that are convenient and accessible.
- Meeting materials will be available in a variety of predetermined formats to serve diverse audiences.
- An assortment of advertising means may be employed to inform the community of public meetings.
- Assistance to persons with disabilities or limited English proficiency will be provided, as required.

SMALL GROUP MEETINGS

A small group meeting is a targeted measure where a meeting is held with a specific group, usually at their request or consent. These are often closed meetings, as they will typically occur on private property at the owner’s request.

- If it is determined that a targeted group has not been afforded adequate opportunities to participate, the group will be contacted to inquire about possible participation methods, including a group meeting with them individually.
- Unless unusual circumstances or safety concerns exist, hold the meeting at a location of the target group’s choosing.
- Share facilitation duties or relinquish them to members of the target group.
- Small group discussion formats may be integrated into larger group public meetings and workshops. When this occurs, the smaller groups will be as diverse as the participants in the room.

COMMUNITY SURVEYING

- Opinion surveys should be used to obtain input from targeted groups or the public on their transportation needs, the quality or costs of our services, and feedback on our public outreach efforts.
- Surveys may be conducted via telephone, door-to-door canvassing, at community fairs, by placing drop boxes in ideal locations, or with assistance from other local agencies like social services.

- Surveys will be translated into languages other than English, when appropriate.

REPORTED OUTCOMES

Applicants and recipients should summarize compliance with the Community Participation Plan requirements in a narrative describing the following:

1. The steps taken to produce meaningful engagement with affected communities;
2. The results of those efforts; and
3. How the affected communities' comments and views are or will be incorporated into the decision-making process.

Using effective communications, including languages other than English, as may be required, the affected communities should receive notification on decisions made about any existing or proposed project receiving FFA, including the underlying reasons for the decision, whether alternatives existed and the reason(s) for rejection.

RECORD KEEPING

The City maintains and makes available to the public, upon request, the full record of its engagement, including demographics of the attendees at events, and comments from affected communities.

LIMITED ENGLISH PROFICIENCY (EO 13166)

Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be limited English proficient, or "LEP." These individuals may be entitled to language assistance with respect to a particular type or service, benefit, or encounter. Federal laws particularly applicable to language access include Title VI of the Civil Rights Act of 1964, and the Title VI regulations, prohibiting discrimination based on national origin, and Executive Order 13166 issued in 2000.

FOUR FACTOR ANALYSIS

This Four Factor Analysis is an individualized assessment that balances the following four factors:

- (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee;
- (2) The frequency with which LEP individuals come in contact with the program;
- (3) The nature and importance of the program, activity, or service provided by the recipient to people's lives; and
- (4) The resources available to the recipient and costs.

FACTOR #1:

The number or proportion of LEP persons eligible to be served or likely to be encountered by the program, activity, or service of the recipient.

LANGUAGE SPOKEN AT HOME	Estimate	Margin of Error	Percent of Population	Margin of Error
Total (population 5 years and over):	82,658	+/-399	100%	(X)
Speak only English	78,276	+/- 768	95%	+/- .9%
Spanish:	1,912	+/- 443	2%	+/- 23%
Speak English "very well"	1,537	+/- 351	2%	+/- 23%
Speak English less than "very well"	555	+/- 173	.7%	+/- 3.1%
Other Asian and Pacific Island:	723	+/- 313	.9%	+/- 43%
Speak English "very well"	357	+/- 221	.4%	+/- 62%

Speak English less than "very well"	366	+/- 197	.4%	+/- 54%
Arabic:	379	+/- 253	.5%	+/- 67%
Speak English "very well"	271	+/-176	.3%	+/- 65%
Speak English less than "very well"	108	+/- 94	.1%	+/-87%

After review of the data provided by the Census in table C16001, only Spanish and Other Asian and Pacific Island languages reached the safe harbor threshold of 5% or 1,000 persons, including the margin of error. Based on the breakdown of the table, Other Asian and Pacific Island languages does not include Chinese, Korean, Mandarin, Vietnamese or Tagalog, although there is a notable population of individuals who speak these languages in the City of Greenville, North Carolina. Geographically, the City’s Spanish speaking population is located to the North of the City’s jurisdiction.

FACTOR #2:

The frequency with which LEP individuals come in contact with the program.

Generally, any of the programs, activities and services provided by the City have potential to come in contact with LEP persons. The most frequent engagement with LEP persons is through the following: transit services which are offered throughout the City’s jurisdiction, police, and fire/rescue, planning and development services, neighborhood, and business services, specifically housing, public meetings, and public works.

The city will continue to evaluate any additional programs, activities, and services to determine if there is a significant level of engagement with LEP persons through surveying and will implement appropriate strategies to ensure meaningful access by LEP persons.

FACTOR #3:

The nature and importance of the program, activity, or service provided by the recipient to people’s lives.

Each of the programs, activities and services enumerated under Factor 2 are important to people’s lives as they each help to ensure persons can work, live, learn and play in the City where they reside. As a few examples:

- On demand and fixed route transit services allow people to appear at doctors’ appointments, work, public meetings and other activities through safe and reliable means.
- Participation in public meetings allows individuals to contribute to the City’s planning processes as it relates to funding and development of major projects, programs and activities implemented by the city.
- Accessible website, translation tool, to stay informed about events and offered opportunities in their community (employment, services, transportation, etc.).
- Police and Fire/Rescue services are imperative to persons’ health, safety and wellbeing, and access to these services can mean the difference in life or death.

As previously stated under Factor Number 2, the city will continue to evaluate any additional programs, activities, and services to determine if there the importance of same to LEP persons through surveying and will implement appropriate strategies to ensure meaningful access the public.

FACTOR #4:

The resources available to the recipient and costs.

The City is currently evaluating the procurement of a language line as a resource for use by all City departments. Funding is also available to support the translation of any vital documents necessary to create a pipeline for meaningful engagement by LEP individuals. Individuals will contact Title VI coordinator if LEP support or services are needed.

LANGUAGE ASSISTANCE PLAN

As a result of the above four factor analysis, a Language Assistance Plan (Plan) was required. This Plan represents our commitment to ensuring nondiscrimination and meaningful access by persons who are Limited English Proficient (LEP). This Plan also details the mechanisms we will use to reach LEP persons and the language assistance services we provide. We will provide services to any person, upon request. If an individual is LEP, we will work with the individual to ensure they receive the needed transportation service. Our employees will be routinely oriented on the principles and practices of Title VI and LEP to ensure fairness in the administration of this Plan.

LANGUAGE ASSISTANCE MEASURES

The City provides a means of communication to individuals whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. More specifically, the city provides language assistance and interpretation through City of Greenville bilingual staff whenever they are on duty or through assistance from the East Carolina University, Pitt Community College Foreign Language Departments, and contracted company that provides access to language services. Availability

of language assistance services is provided through the public notice included on page 8 of this Title VI Nondiscrimination Plan.

In addition to practices cited above, some other best practices the City implements to ensure meaningful access, include:

- Identifying internal resources, including employees who may be able to provide written translation or verbal interpretation when necessary, and maintain a list for circulation, especially in program areas that experience substantial and regular contact with the public.
- Identifying external resources such as the language line mentioned under factor 4 or local organizations that can assist with translation on an as needed basis.
- Providing a language translation plugin on its websites or other electronic applications. Translating public notices posted in the local paper and at stations, stops, and in vehicles into any languages that meet the safe harbor threshold in Factor 1.
- Vital documents—such as brochures with service times and routes—are translated into necessary languages across the entire service area, and available in facilities, doctor’s offices, and shopping centers.
- Making a concerted effort to inform LEP persons of available language assistance via staff, broadcast media, relationship-building with organizations, and our website.
- Posting vital bulletin board information and disseminating community surveys in various languages.
- Providing translation and interpretive services, when appropriate (upon request or predetermined) at meetings.
- Determining how best to take public involvement to LEP groups directly, including through small group meetings.
- Language line translation services are provided at call centers.
- Where possible, utilizing or hiring staff who speak a language other than English and can provide competent language assistance.
 - Note: The City avoid asking community-based organizations (CBO) to provide, or serve as, interpreters at our meetings. Relying upon CBOs in that capacity could raise ethical concerns. If a CBO decides (on its own) to translate any materials for its constituents, or bring interpreters it trusts to our meetings, we will not object. That is their right.
- Using language identification flashcards to determine appropriate services, including “iSpeak” handouts.
- Establishing a process to obtain feedback on our language assistance measures.

SPECIFIC MEASURES BY LANGUAGE GROUP

The City has determined the most effective measures to involve each language group that meet the safe harbor threshold, include partnering with Spanish and other Asian and Pacific Island organizations to bring

awareness (churches, community organizations, etc.), as well as utilization of the language line translation services. Additionally, the City's website currently provides an option for translation of over 30 different languages and dialects.

WRITTEN TRANSLATION AND ORAL INTERPRETATION

Vital documents will be translated for each eligible LEP language group in our service area that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be encountered. Translated materials will be placed online and in appropriate public (or private) places accessible to LEP persons. The safe harbor provisions apply to the translation of written documents only, and do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. When appropriate, translation of any document will be communicated orally in the appropriate language.

In the event that the 5% trigger is reached for a LEP language group that is fewer than 50 persons, written notice will be provided in the primary language of that group of the right to receive competent oral interpretation of vital written materials, free of cost. The most effective method of notice, which could be an ad in the local newspaper or other publication, a radio commercial, or door hangers, will be determined in consideration of the circumstances on the ground and in coordination with LEP community contacts.

STAFF SUPPORT FOR LANGUAGE ASSISTANCE

- Agency staff (including call center staff) will be provided a list of referral resources that can assist LEP persons with written translation and oral interpretation, including the Title VI Coordinator and any outside consultant contracted to provide language services. This list will be updated as needed to remain current.
- All main offices and vehicles will have on hand a supply of language assistance flashcards and materials translated into the languages of the largest LEP language groups. When encountered by an LEP person, staff (including drivers) should present the individual with an iSpeak flashcard and let them choose the language. Do not assume you know their preferred language. Drivers are permitted to seek volunteer assistance from other passengers before contacting a referral resource. Document the encounter and report it to the Title VI Coordinator.
- All employees will be given training on the City's procedures for providing timely and reasonable assistance to LEP persons. New employee orientation will also explain these procedures to new hires. Staff routinely encountering LEP persons by telephone or in person will receive annual refresher training.

PROJECT-SPECIFIC LEP OUTREACH

A project-specific four factor analysis will be conducted for any project or outreach event limited to a specific geographical area (i.e., the project study area or outreach area, respectively). Language assistance will be provided in accordance with the measures already outlined, including translating

written materials for each LEP language group that is 5% or 1,000, whichever is less, of the project or outreach area population.

MONITORING AND UPDATING THE LAP

Monitoring of daily interactions with LEP persons will be continuous, thus language assistance techniques may be refined at any time. This Plan will be periodically reviewed—at least annually—to determine if our assistance measures and staff training are working. Resource availability and feedback from agency staff and the general public will be factors in the evaluation and any proposed updates. Among other practices, this process will include working with LEP community contacts to determine if our employees are responding appropriately to requests made with limited English or in languages other than English, and observing how agency staff responds to requests, including observing drivers or surveying riders. To the best of our ability, we will attempt to never eliminate a successful existing LEP service. Significant LEP program revisions will be approved or adopted by our board or designated official and dated accordingly. LEP data and procedures will be reviewed and updated at least once every three years.

ENVIRONMENTAL JUSTICE (EO 12898)

The City makes achieving EJ part of its mission and EJ analyses will be conducted to determine if its programs, policies, or activities will result in disproportionately high and adverse human health and environmental effects on minority populations and low-income populations. EJ applies to the City's policies, such as where public meetings will be held, and projects, such as when it plans to construct or expand a facility. Thus, the City looks at various alternatives and seeks input from potentially affected communities before making a final decision. Demographic data is collected to document public involvement in the decision-making process. EJ analyses remain on file indefinitely, and copies will be can be provided, upon request, during compliance reviews or complaint investigations.

To achieve EJ, the City's programs are administered so as to identify and avoid disproportionately high and adverse effects on minority populations and low-income populations by:

1. Identifying and evaluating environmental, public health, and interrelated social and economic effects of our programs, policies and activities.
2. Proposing measures to avoid, minimize and/or mitigate disproportionately high and adverse environmental and public health effects, and interrelated social and economic effects, and providing offsetting benefits and opportunities to enhance communities, neighborhoods, and individuals affected by our programs, policies, and activities, where permitted by law.
3. Considering alternatives to proposed programs, policies, and activities, where such alternatives would result in avoiding and/or minimizing disproportionately high and adverse human health or environmental impacts to minority and/or low-income populations.
4. Eliciting public involvement opportunities and considering the results thereof, including soliciting input from affected minority and low-income populations in considering alternatives.
5. Adding an EJ section to plans and studies, such as Long-Range Plans, Community Participation Plans, and Corridor Studies.

MONITORING, COMPLIANCE, AND ENFORCEMENT

The City will monitor and ensure the compliance of third-party contractors at any tier and each subrecipient at any tier under its project with all requirements prohibiting discrimination on the basis of race, color, or national origin, and will include non-discrimination language in all written contracts and agreements. This language is consistent with Appendix F.

The City will also include the following language in its bids and solicitations:

The City of Greenville, NC, in accordance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities, and Title 49 Code of Federal Regulations, Parts 21 and 26, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, creed, limited English proficiency, low-income, or disability in consideration for an award.

To ensure compliance with Title VI, the City and its subrecipients will take proactive steps to prevent discrimination in its programs and activities, including the following:

- Conduct periodic Title VI training.
- Address Title VI issues at staff meetings.
- Participate or cooperate during compliance reviews.
- Inform and monitor any consultants/contractors and subrecipients regarding their Title VI obligations, including review of contracts for nondiscrimination language.
- Customize public outreach according to the situation or community at hand.
- Build a system of mutual trust and two-way communication with the public.
- Maintain pertinent demographic data (statistical).
- Ensure policies and procedures support and comply with Title VI.
- Document processes & activities related to Title VI.

The City understands that if it fails to take appropriate corrective action in response to findings of deficiency and/or noncompliance proceedings may be initiated resulting in action taken to suspend, terminate, or refuse to grant or continue FFA to a recipient, or may make a referral to the U.S. Department of Justice with a recommendation that appropriate proceedings be brought to enforce any rights of the United States under any law of the United States or any assurance or other contractual undertaking.

APPENDICES

Appendix A: Definitions | Table of Abbreviations

Appendix B: Standard U.S. DOT Title VI Assurances

Appendix C: Complaint Procedures and Reasonable Accommodations

Appendix D: Complaint Form

Appendix E: Complaint(s) Log

Appendix F: Contract Language for Contractors

Appendix G: Service Area Population Characteristics

APPENDIX A: DEFINITIONS | TABLE OF ABBREVIATIONS

All definitions in chapter 103 of title 49, United States Code, and in 49 C.F.R. part 21 apply to this Order, as well as the following definitions:

1. **Affected Community.** The person or persons served or likely to be directly or indirectly impacted by a program receiving FFA from the Department, including that from an OA.
2. **Compliance.** The condition that exists when a recipient of FFA has fully implemented all Title VI requirements and there is no evidence of discrimination.
3. **Discrimination.** Any action or inaction, whether intentional or unintentional, in any program or activity of a Federal aid recipient, subrecipient, or contractor that results in disparate treatment, disparate impact, or perpetuating the effects of prior discrimination based on race, color, or national origin.
4. **Disparate Impact.** A facially neutral policy or practice that disproportionately affects members of a group identified by race, color, or national origin, where the recipient's policy or practice lacks a substantial legitimate justification and where there exists one or more alternatives that would serve the same legitimate objectives but with less disproportionate effect on the basis of race, color, or national origin.
5. **Disproportionate Burden.** A neutral policy or practice that disproportionately affects low-income populations more than non-low-income populations. A finding of disproportionate burden requires the recipient to evaluate alternatives and mitigate burdens where practicable.
6. **Disparate Treatment.** Actions that result in circumstances where similarly situated persons are intentionally treated differently (i.e., less favorably) than others based on their race, color, or national origin.
7. **Federal Financial Assistance.** Grants and loans of Federal funds; the grant or donation of Federal property and interests in property; the detail of Federal personnel; the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of assistance.
8. **Limited English Proficient (LEP) Persons.** Persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well, or not at all.
9. **Low-income person.** A person whose median household income is at or below the U.S. Department of Health and Human Services (HHS) poverty guidelines. Recipients are encouraged to use a locally developed threshold, such as the definition found in 49 U.S.C. § 5302 as amended by MAP-21: "refers to an individual whose family income is at or below 150 percent of the poverty line (as that term is defined in Section 673(2) of the Community Services Block Grant Act (42 U.S.C. § 9902(2)), including any revision required by that section) for a family of the size involved" or another threshold, provided that the threshold is at least as inclusive as the HHS poverty guidelines.
10. **Low-income population.** Any readily identifiable group of low-income persons who live in geographic proximity, and, if circumstances warrant, geographically dispersed/transient

persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed the City's program, policy, or activity.

11. **Minority persons.**

- a. American Indian and Alaska Native, which refers to people having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- b. Asian, which refers to people having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- c. Black or African American, which refers to people having origins in any of the Black racial groups of Africa.
- d. Hispanic or Latino, which includes persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- e. Native Hawaiian or Other Pacific Islander, which refers to people having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

11. **Minority population.** Any readily identifiable group of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient populations (such as migrant workers or Native Americans) who will be similarly affected by a proposed DOT program, policy, or activity.
12. **National origin.** The nation in which a person was born, or where the person's parents or ancestors were born.
13. **Noncompliance.** A determination that the City is not in compliance with the DOT Title VI regulations and has engaged in activities that have had the purpose or effect of denying persons the benefits of, excluding from participation in, or subjecting persons to discrimination in the recipient's program or activity based on race, color, or national origin.
14. **Non-profit organization.** A corporation or association determined by the Secretary of the Treasury to be an organization described by 26 U.S.C. § 501(c) which is exempt from taxation under 26 U.S.C. § 501(a) or one which has been determined under State law to be non-profit and for which the designated State agency has received documentation certifying the status of the non-profit organization.
15. **Operating Administration.** The DOT's operating administrations and the Departmental offices in the Office of the Secretary.
16. **Predominantly minority area.** A geographic area, such as a neighborhood, Census tract, block or block group, or traffic analysis zone, where the proportion of minority persons residing in that area exceeds the average proportion of minority persons in the recipient's service area.
17. **Public meeting.** Any meeting open to the public, such as hearings, charrettes, open house, and board meetings intended to bring diverse groups of stakeholders together for a specific purpose, including but not limited to, information sharing and raising awareness of an issue or proposal.
18. **Recipient.** Any public or private entity that receives Federal financial assistance from US, whether directly from an operating administration or indirectly through a primary recipient.

This term includes subrecipient's, direct recipients, designated recipients, and primary recipients. The term does not include any ultimate beneficiary under any such assistance program.

19. **Secretary.** The Secretary of the U.S. Department of Transportation.
20. **Statewide transportation improvement program (STIP).** A statewide prioritized listing/program of transportation projects covering a period of four years that is consistent with the long-range statewide transportation plan, metropolitan transportation plans, and TIPs, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53.
21. **Subrecipient.** An entity that receives Federal financial assistance from USDOT through a primary recipient.
22. **Title VI Coordinator.** The Title VI Coordinator is responsible for providing leadership, direction, and policy to ensure compliance with all aspects of an entities' Title VI Nondiscrimination Program.
23. **Title VI Program.** Refers to a document developed by a USDOT recipient to demonstrate how the recipient is complying with Title VI requirements. Direct and primary recipients must submit their Title VI Programs to USDOT operating administrations every three years. The Title VI Program must be approved by the recipient's board of directors or appropriate governing entity or official(s) responsible for policy decisions prior to submission to USDOT. For State DOTs, the appropriate governing entity is the State's Secretary of Transportation or equivalent.
24. **Transportation improvement program (TIP).** A prioritized listing/program of transportation projects covering a period of four years that is developed and formally adopted by an MPO as part of the metropolitan transportation planning process, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53.

Table of Abbreviations			
DOCR	Departmental Office of Civil Rights	LEP	Limited English Proficiency
DOJ	U.S. Department of Justice	OGC	Office of General Counsel
DOT	U.S. Department of Transportation	OA	Operating Administration
EJ	Environmental Justice	OST	Office of the Secretary
EO	Executive Order	PIP	Public Involvement Plan
FFA	Federal Financial Assistance	STIP	Statewide Transportation Improvement Program
FRA	Federal Railroad Administration	TIP	Transportation Improvement Program
FTA	Federal Transit Administration		

APPENDIX B: STANDARD U.S. DOT TITLE VI/NONDISCRIMINATION ASSURANCES (INCLUDING APPENDICES A-E)

The United States Department of Transportation Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The City of Greenville, NC (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 *et seq.*), (prohibits discrimination on the basis of sex in education programs or activities);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 *et seq.*), (prohibits discrimination on the basis of disability);
- 49 C.F.R. part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 49 C.F.R. part 27 (entitled *Nondiscrimination On The Basis Of Disability In Programs Or Activities Receiving Federal Financial Assistance*);
- 49 C.F.R. part 28 (entitled *Enforcement Of Nondiscrimination On The Basis Of Handicap In Programs Or Activities Conducted By The Department Of Transportation*);
- 49 C.F.R. part 37 (entitled *Transportation Services For Individuals With Disabilities (ADA)*);
- 49 C.F.R. part 303 (FRA’s Title VI/Nondiscrimination Regulation);
- 28 C.F.R. part 35 (entitled *Discrimination On The Basis Of Disability In State And Local Government Services*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

Although not applicable to Recipients directly, there are certain Executive Orders and relevant guidance that direct action by Federal agencies regarding their federally assisted programs and activities to which compliance is required by Recipients to ensure Federal agencies carry out their responsibilities. Executive Order 12898 (1995), entitled "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations" emphasizes that Federal agencies should use existing laws to achieve Environmental Justice, in particular Title VI, to ensure nondiscrimination against minority populations. Recipients should be aware that certain Title VI matters raise Environmental Justice concerns and USDOT intends that all Recipients evaluate and revise existing procedures (as appropriate) to address and implement Environmental Justice considerations. See the following FHWA website for more information and facts about Environmental Justice: http://www.fhwa.dot.gov/environment/environmental_justice/index.cfm

Additionally, Executive Order 13166 (2001) on Limited English Proficiency, according to the U.S. Department of Justice in its Policy Guidance Document dated August 16, 2000 (65 Fed. Reg. at 50123), clarifies the responsibilities associated with the "*application of Title VI's prohibition on national origin discrimination when information is provided only in English to persons with limited English proficiency.*" When receiving Federal funds Recipients are expected to conduct a Four-Factor Analysis to prevent discrimination based on National Origin. (See also U.S. DOT's "*Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons,*" dated December 14, 2005, (70 Fed. Reg. at 74087 to 74100); the Guidance is a useful resource when performing a Four-Factor Analysis).

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, low-income, or LEP be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from DOT."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

Specific Assurances

More specifically, and without limiting the above general Assurances, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in 49 C.F.R. §§ 21.23 (b) and 21.23 (e) will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations;
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the USDOT Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award." ;

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations;
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient;
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith;
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property;
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, City of Greenville, NC also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the USDOT access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the USDOT. You must keep records, reports, and submit the material for review upon request to USDOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The City of Greenville, NC gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation. This ASSURANCE is binding on [insert State], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the USDOT's Program. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(City of Greenville, NC)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FMCSA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FMCSA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FMCSA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

APPENDIX B

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the City of Greenville, NC will accept title to the lands and maintain the project constructed thereon in accordance with the Regulations for the Administration of **Federal Motor Carrier Safety Administration (FMCSA) Program**, and the policies and procedures prescribed by the FMCSA of the Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City of Greenville all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto City of Greenville, NC and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the City of Greenville, NC, its successors and assigns.

The City of Greenville, NC, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the City of Greenville, NC will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI.)

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY,
FACILITY OR PROGRAM

APPENDIX C

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the City of Greenville, NC pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, City of Greenville, NC will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the City of Greenville, NC will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Greenville, NC and its assigns. *
- (*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE
ACTIVITY, FACILITY OR PROGRAM**

APPENDIX D

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by City of Greenville, NC pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, national origin, sex, age, disability, income-level, or LEP will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, national origin, sex, age, disability, income-level, or LEP will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, City of Greenville, NC will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Greenville, NC will thereupon revert to and vest in and become the absolute property of City of Greenville, NC and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d *et seq.*), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. part 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex).
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 *et seq.*) (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age).
- Airport and Airway Improvement Act of 1982 (Pub. L. 97-248 (1982)), as amended (prohibits discrimination based on race, creed, color, national origin, or sex).
- The Civil Rights Restoration Act of 1987 (102 Stat. 28) ("*....which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*");
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

APPENDIX C: COMPLAINT PROCEDURES AND REQUESTS FOR REASONABLE ACCOMMODATIONS

These discrimination complaint procedures outline the process used by **City of Greenville, NC** to process complaints of alleged discrimination filed under Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws that are applicable to **City of Greenville, NC's** programs, services, and activities. Complaints will be investigated by the appropriate authority. Upon completion of an investigation, the complainant will be informed of all avenues of appeal. Every effort will be made to obtain early resolution of complaints at the lowest level possible by informal means.

FILING OF COMPLAINTS

1. **Applicability** - These procedures apply to the beneficiaries of our programs, activities, and services, such as the members of the public and any consultants/contractors we hire.
2. **Eligibility** - Any person or class of persons who believes that he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities based upon race, color, national origin, sex, age, or disability, may file a written complaint. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative, and must be in writing.
3. **Time Limits and Filing Options** - A complaint must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Complaints may be submitted to the following entities:

- **City of Greenville**, Jessica Carter, Title VI Coordinator, 200 West Fifth Street, Greenville, NC 27835; 252-329-4418.
- **North Carolina Department of Transportation**, Office of Civil Rights, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1830 or toll free 800-522-0453.
- **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070.
- **Federal Transit Administration**, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor - TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590.
- **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228.

- **U.S. Department of Homeland Security**, Office for Civil Rights and Civil Liberties, Compliance Branch, Mail Stop #0190, 2707 Martin Luther King, Jr. Ave., SE, Washington, D.C. 20528, 202-401-1474, Toll-Free 1-866-644-8360.

- 4. Format for Complaints** - Complaints shall be in writing and signed by the complainant(s) or a representative and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone or in person will be reduced to writing, may be recorded and will be provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
- 5. Complaint Basis** - Allegations must be based on issues involving race, color, national origin, sex, age, or disability. The term "basis" refers to the complainant's membership in a protected group category.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200. <i>(Executive Order 13166)</i>
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin <i>(LEP)</i>	Place of birth. Citizenship is not a factor. Discrimination based on language or a person's accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender	Women and Men	1973 Federal-Aid Highway Act; Title IX of the Education Amendments of 1972.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990

Complaint Processing

1. When a complaint is received, an Acknowledgment Letter and a Complainant Consent/Release Form will be mailed to the complainant within ten (10) business days by registered mail.

2. The City will determine the acceptability and jurisdiction of all complaints received. (Note: If the City will investigate, the Title VI Coordinator will be responsible for the remainder of this process. We will record the transfer of responsibility in our complaints log).
3. Additional information will be requested if the complaint is incomplete. The complainant will be provided 15 business days to submit any requested information and the signed Consent Release form. Failure to do so may be considered good cause for a determination of no investigative merit.
4. Upon receipt of the requested information and determination of jurisdiction, we will notify the complainant and respondent of whether the complaint has sufficient merit to warrant investigation.
5. If the complaint is investigated, the notification shall state the grounds of our jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
6. If the complaint does not warrant investigation, the notification to the complainant shall specifically state the reason for the decision.

Complaint Log

1. When a complaint is received, the complaint will be entered into the Discrimination Complaints Log with other pertinent information, and assigned a **Case Number**. (Note: All complaints must be logged).
2. The complaints log will be submitted to the City's Title VI Coordinator during Title VI compliance reviews.
3. When reporting no complaints, check the **No Complaints or Lawsuits** box and sign the log.

REQUESTS FOR REASONABLE ACCOMMODATIONS

The City provides various avenues for individuals to learn how they can request reasonable accommodations, including identification of an ADA Coordinator and ADA Project Team who helps to facilitate the following:

- Posting notices throughout the City's facilities.
- Hosting public outreach meetings to offer the community an opportunity to learn and comment on accessibility of programs, services and activities provided by the City and at City facilities.
- Hosting a webpage with information regarding requests for accommodations found here: [ADA Compliance Notice | Greenville, NC \(greenvillenc.gov\)](#).
- Identifying of barriers in services, programs and activities that may prevent an individual with disabilities from access.
- Reviewing and updating City policies and practices to ensure reasonable access is obtained.

Upon receipt of a request, the ADA Coordinator works with the requisite City department and requesting individual to identify a solution for access to the program or activity.

GRIEVANCE PROCEDURES FOR ADA COMPLAINTS

The City of Greenville, in response to the Americans with Disabilities Act of 1990 (ADA), adopted an internal grievance procedure for prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Justice regulations implementing Title II of the Americans with Disabilities Act, relating to access to public facilities. Title II states, in part, that a) No otherwise qualified disabled individual shall, solely by reason of such disability, b) Be excluded from participation in, be denied the benefits of, or be subjected to discrimination; c) In programs or activities sponsored by a public entity. Complaints should be addressed to Linda McCarthy, ADA Coordinator; Post Office Box 7207, Greenville, NC 27835, who has been designated to coordinate ADA compliance efforts.

The ADA was amended in 2008 and became effective in 2009. The ADA Standards for Accessible Design of 2010 regulations became effective on March 15, 2011. The regulations directed that on March 15, 2012, the 2010 Standards shall be applied to all new construction and alterations. Between September 15, 2010, when the new regulations were enacted, and March 15, 2012, covered entities such as the City of Greenville may choose to comply with the 1991 Design Standards, Uniform Federal Accessibility Standards or the 2010 Design Standards for new construction or alterations. If a structure was built or altered in compliance with the 1991 Design Standards or Uniform Federal Accessibility Standards, the structure would not be required to come into compliance with the 2010 standards until the subject elements were subjected to alteration. The same "safe harbor" provision applies to "paths of travel."

1. A complaint may be filed in writing or verbally, contain the name and address of the person filing, and briefly describe the alleged violation of the regulation.
2. A complaint should be filed within fifteen (15) days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination which occurred before this grievance procedure was in place will be considered on a case-by-case basis).
3. An investigation, as may be appropriate, shall follow the filing of a complaint. The investigation shall be conducted by Linda McCarthy, the City Manager, The Deputy City Manager, or Assistant City Manager and forwarded to the ADA Project Team. (The city may request assistance from representatives from the community, including educational, medical, county, businesses, and non-profit professions.). This procedure requires thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint. Under the Department of Justice regulations, the City of Greenville need not process complaints from applicants for employment.
4. A written determination as to whether the complaint was sustained or not and a description of the resolution, if any, shall be issued by the ADA Compliance Committee and a copy forwarded to the complainant no later than thirty (30) days after filing.
5. The Director of Human Resources shall maintain the files and records for complaints pertaining to employment. The ADA Coordinator shall maintain the files and records of all other complaints filed.
6. The complainant can request a reconsideration of the case in instances where he/she is dissatisfied with the resolution. The request for reconsideration should be made within thirty (30) days to the City Manager; Post Office Box 7207, Greenville, NC 27835.
7. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of an ADA complaint with the responsible federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.
8. These rules shall be constructed to protect the substantive rights of interested persons to meet appropriate due process standards, and to assure that the City of Greenville complies with the ADA and implementing regulations.

APPENDIX D: COMPLAINT FORM

The City of Greenville, North Carolina (“City”) is responsible for civil rights compliance and monitoring, which includes ensuring that providers of public transportation properly abide by Title VI of the Civil Rights Act of 1964, Executive Order 12898, “Federal Actions To Address Environmental Justice in Minority Populations and Low Income Populations,” and the Department of Transportation’s Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries.

In the City’s complaint investigation process, we analyze the complainant's allegations for possible Title VI and related deficiencies. If deficiencies are identified, they are presented and assistance is offered to correct the inadequacies within a predetermined timeframe. The City also may refer the matter to the U.S. Department of Justice for enforcement.



Title VI Nondiscrimination Complaint Form

Instructions: Any person who believes that they have been subjected to discrimination based upon race, color, sex, age, national origin, disability, income-level, or limited English proficiency, may file a written complaint with City of Greenville, NC’s Title VI Coordinator, within 180 days after the discrimination occurred.

Section I: Complainant Basic Information

Last Name:		First Name:		<input type="checkbox"/> Male
				<input type="checkbox"/> Female
Mailing Address:		City:	State:	Zip:
Telephone:		<input type="checkbox"/> Home <input type="checkbox"/> Work	E-Mail:	
Accessible Format Requirement(s): <input type="checkbox"/> Large Print <input type="checkbox"/> Audio Tape <input type="checkbox"/> TDD <input type="checkbox"/> Other _____				
Identify the Category of Discrimination (Check all that apply):				
<input type="checkbox"/> Race	<input type="checkbox"/> National Origin	<input type="checkbox"/> Limited English Proficiency	<input type="checkbox"/> Age	
<input type="checkbox"/> Color	<input type="checkbox"/> Disability	<input type="checkbox"/> Income-Level	<input type="checkbox"/> Religion	
Identify the Race of the Complainant (Check all that apply):				
<input type="checkbox"/> Black	<input type="checkbox"/> White	<input type="checkbox"/> Native Hawaiian or Other Pacific Islander		
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Asian American	<input type="checkbox"/> Alaskan Native		
<input type="checkbox"/> American Indian or Native American	<input type="checkbox"/> Other _____			

Section II: Third Party



Are you filing this complaint on your own behalf? Yes No If you answered "yes" to this question, go to Section III.

If you answered "no" to this question, please supply the name and relationship of the person for whom you are complaining:

Please explain why you have filed for a third party.

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. Yes No

Section III: Other Filings

Have you previously filed a Title VI complaint with City of Greenville, NC? Yes No

If yes, what was your City of Greenville Complaint Number? _____

Note: This information is needed for administrative purposes; we will assign the same complaint number to the new complaint.

Have you filed this complaint with any of the following agencies? Recipient Department of Transportation Department of Justice Equal Employment Opportunity Commission
 Other _____

Have you filed a lawsuit regarding this complaint? Yes No

Note: This above information is helpful for administrative tracking purposes. However, if litigation is pending regarding the same issues, we defer to the decision of the court.

Section IV: Nature of Complaint

Name of entity complaint is against: _____

Contact Person: _____ Title: _____

Telephone Number: _____

Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination.

Names of individuals responsible for the discriminatory action(s):

How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional page(s), if necessary).

The law prohibits intimidation or retaliation against anyone because he/she has either taken action, or participated in action, to secure rights protected by these laws. If you feel you have been retaliated against,



separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation. (Attach additional page(s), if necessary).

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint: (Attached additional page(s), if necessary).

	<u>Name</u>	<u>Address</u>	<u>Telephone</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Have you discussed the complaint with any City of Greenville representative? If yes, provide the name, position, and date of discussion.

Please provide any additional information that you believe would assist with an investigation:

Briefly explain what remedy, or action, are you seeking for the alleged discrimination:

Section V: Release of Information

May we release a copy of your complaint to the recipient? Yes No

May we release your identity to the recipient? Yes No

****CITY OF GREENVILLE CANNOT ACCEPT AN UNSIGNED COMPLAINT****

COMPLAINANT'S SIGNATURE	COMPLAINANT'S PRINTED NAME	DATE

You may mail your completed complaint to:

City of Greenville, NC
Jessica Carter
Title VI Coordinator
200 W. Fifth Street
Greenville, NC 27858
252-329-4418
OR fax it to 252-329-4747

OR e-mail it to: jcarter@greenvillenc.gov

Once your complaint is received, you will receive a letter acknowledging receipt of the complaint.

FOR OFFICE USE ONLY

Date Complaint Received: _____

Processed by: _____

Case #: _____ Referred to: DOT Other _____ Date Referred: _____

APPENDIX E: CITY OF GREENVILLE, NC COMPLAINT(S) LOG

DISCRIMINATION COMPLAINTS LOG

Log Year(s):

CASE NO.	COMPLAINANT NAME	RACE/ GENDER	RESPONDENT NAME	BASIS	DATE FILED	DATE RECEIVED	ACTION TAKEN	DATE INVESTIG. COMPLETED	DISPOSITION
Ex		H/F		Disability					

No Complaints or Lawsuits

I certify that to the best of my knowledge, the above-described complaints or lawsuits alleging discrimination, or **no** complaints or lawsuits alleging discrimination, have been filed with or against *City of Greenville, NC* since the previous Title VI Program submission.

Signature of Title VI Coordinator or Other Authorized Official

Date

Print Name and Title of Authorized Official



APPENDIX F: CONTRACT LANGUAGE FOR CONTRACTORS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records,

accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FTA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the

"contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123)

(prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

*The Contractor has read and is familiar with the terms above:

Contractor's Initials

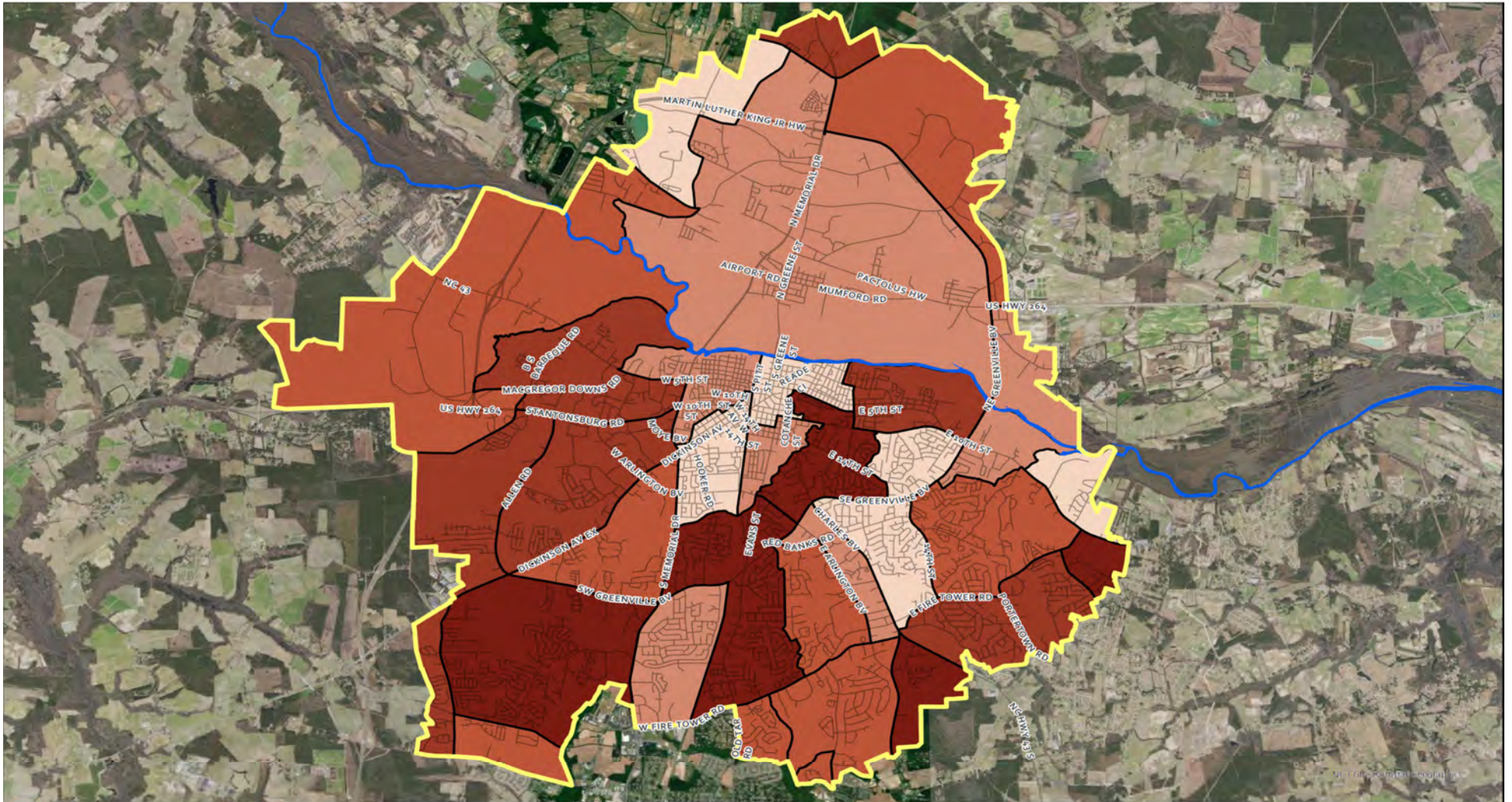
Date

APPENDIX G: SERVICE AREA POPULATION CHARACTERISTICS

To ensure that Title VI reporting requirements are met, we will collect and maintain population data on potential and actual beneficiaries of our programs and services. This section contains relevant population data for our overall service area. This data provides context for the Title VI Nondiscrimination Program and will be used to ensure nondiscrimination in public outreach and delivery of our programs and services.

Below, maps representing the following service area population characteristics are provided:

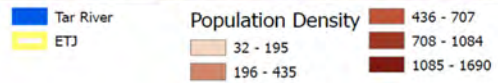
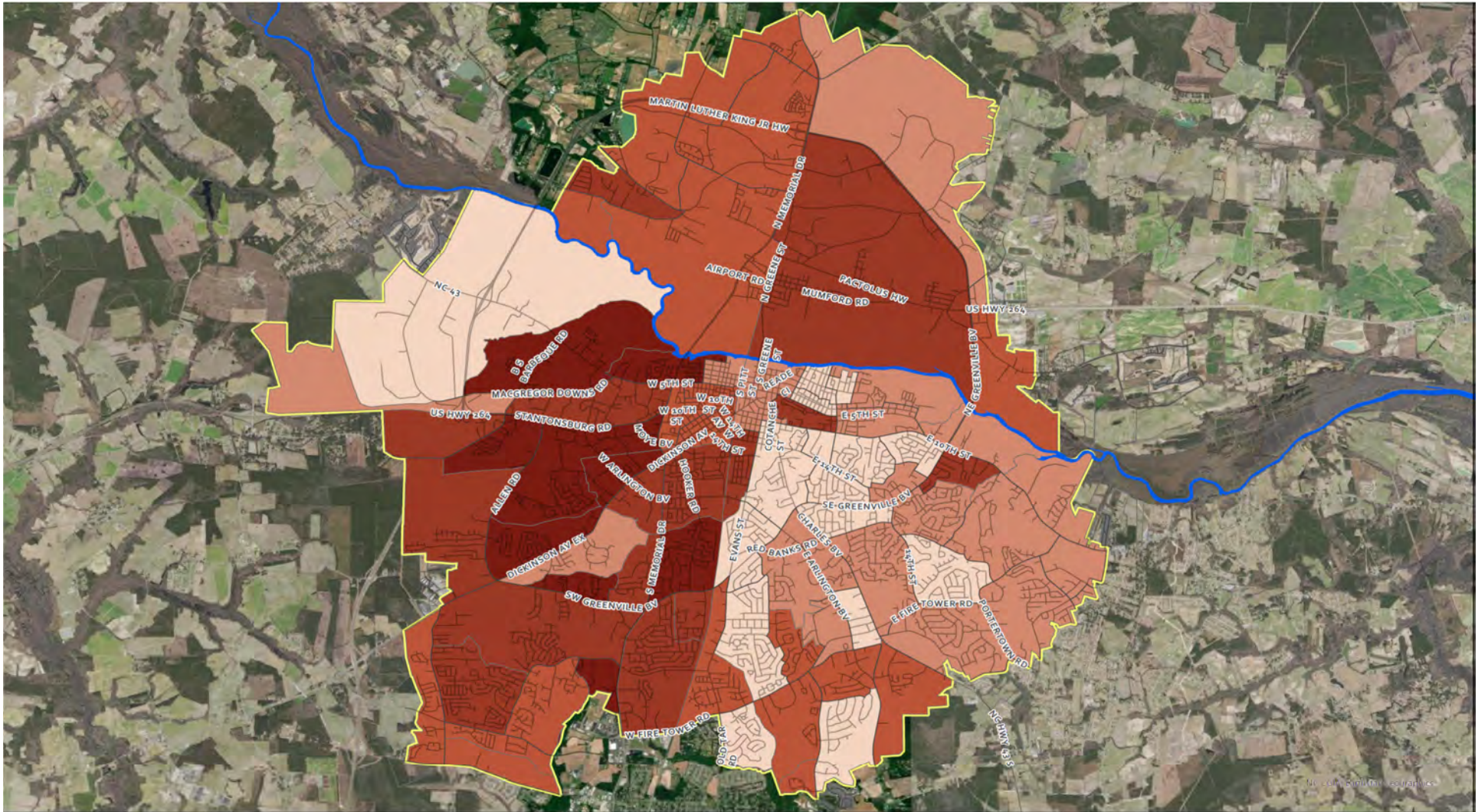
- Race & Ethnicity
- Age & Sex, Disability
- Poverty
- Household Income
- Limited English Proficiency



City of Greenville

Population

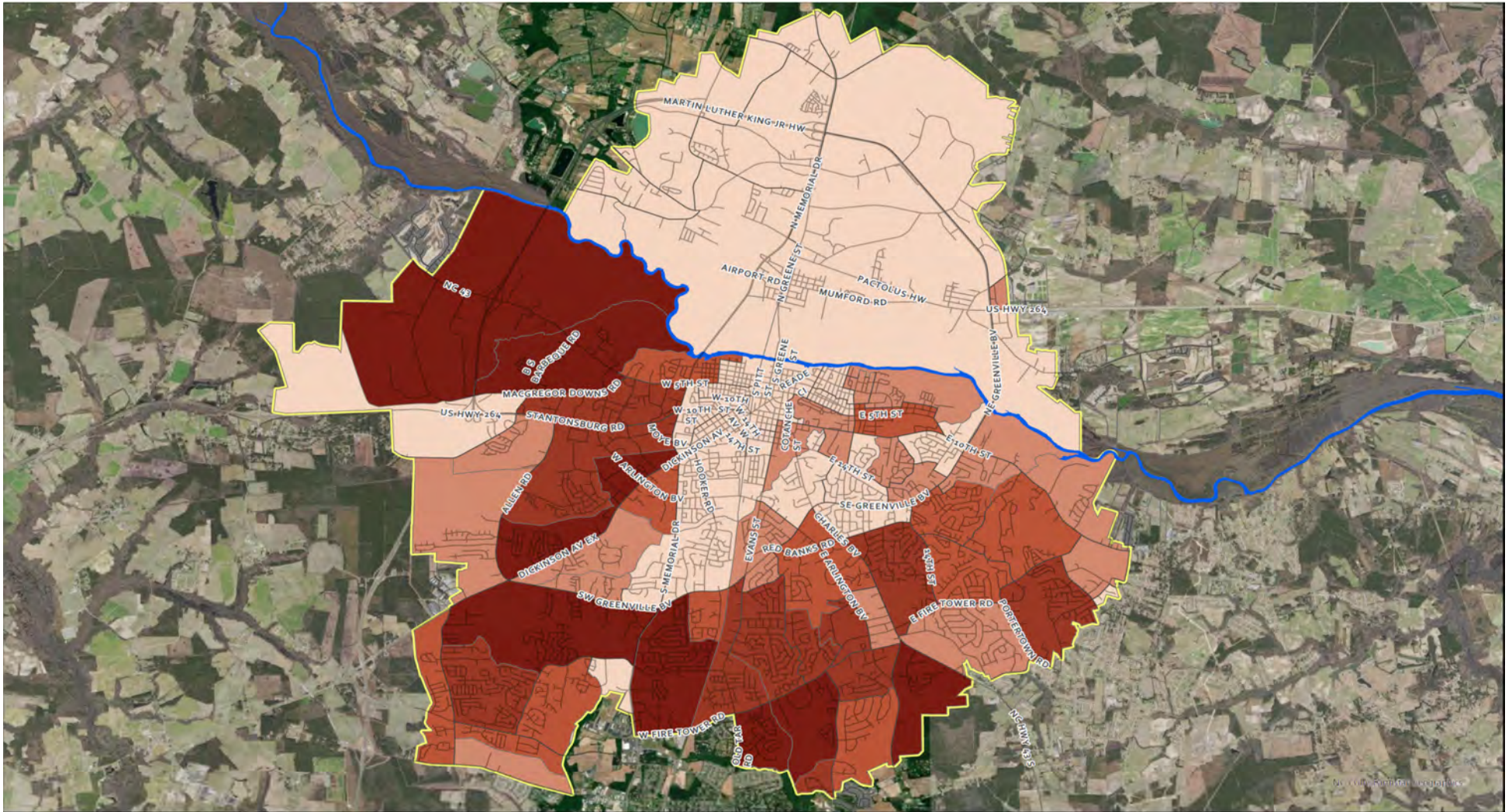




City of Greenville

African American Population





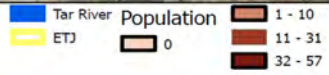
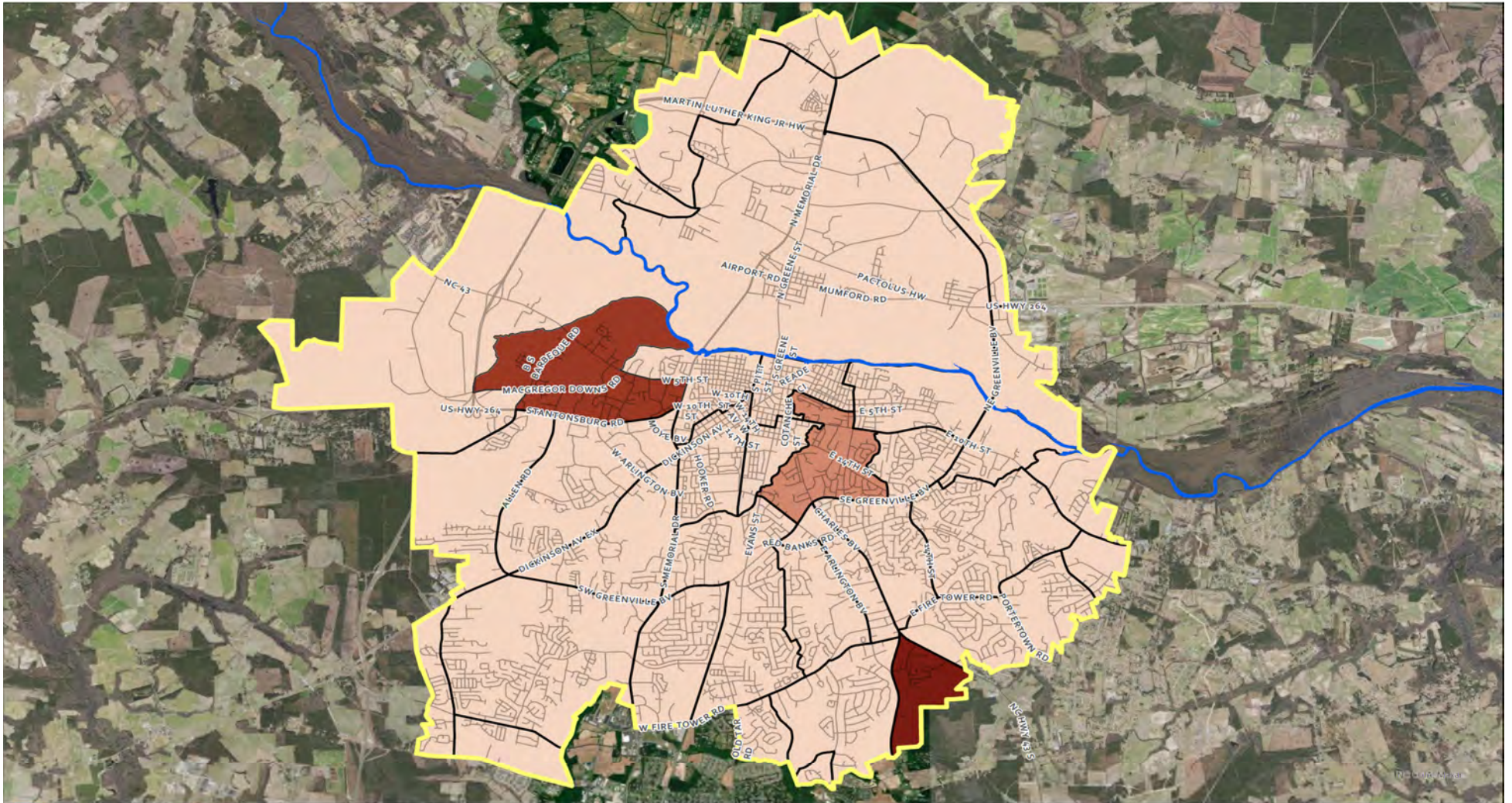
■ Tar River
 ETJ

Population Density		31 - 55
		56 - 88
		89 - 131
		0 - 12
		13 - 30

City of Greenville

Asian Population

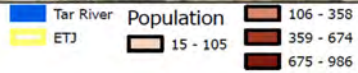
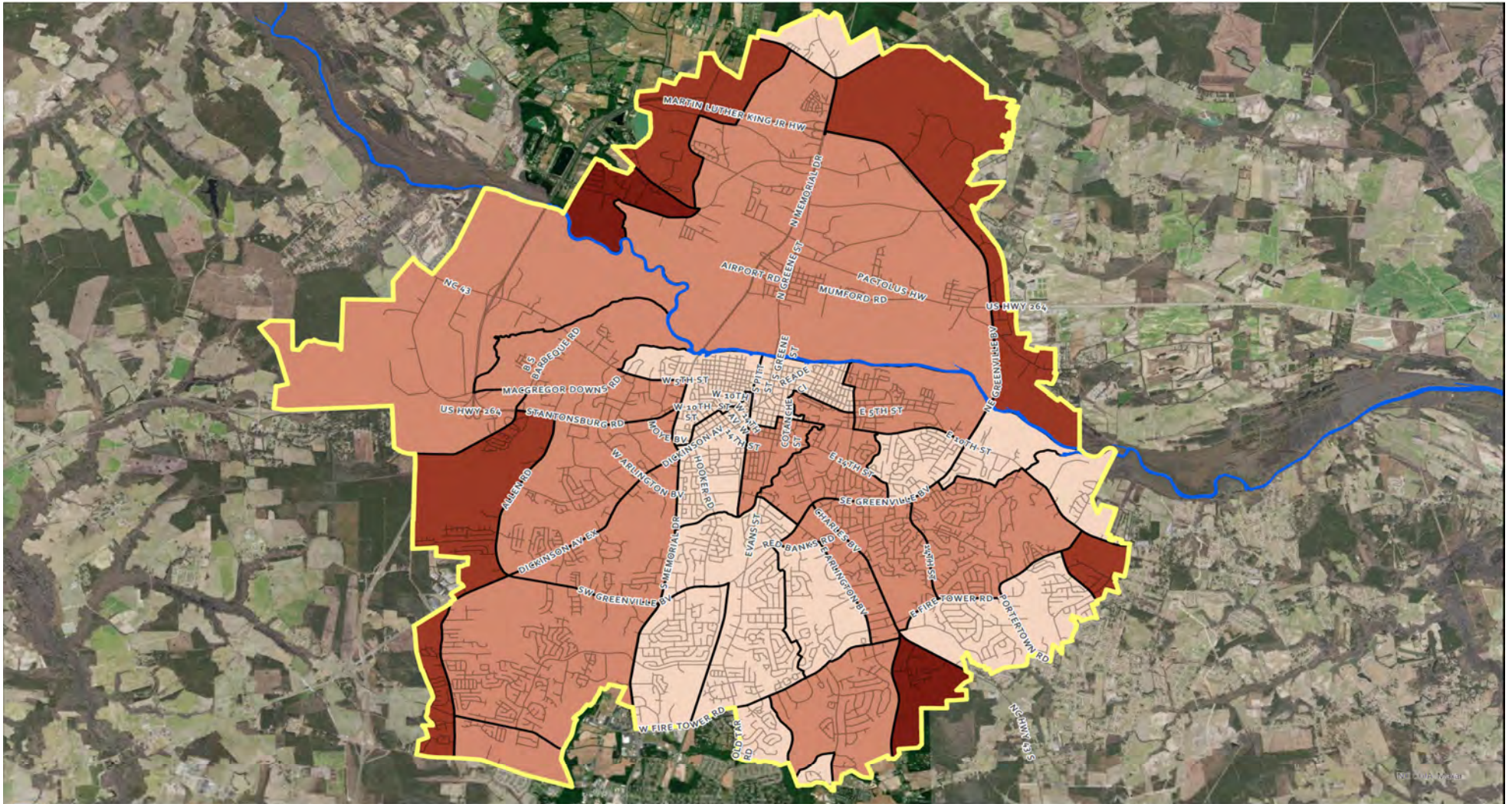




City of Greenville

Native Hawaiian and other Pacific Islander Population

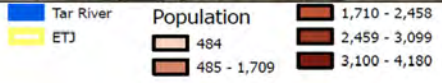
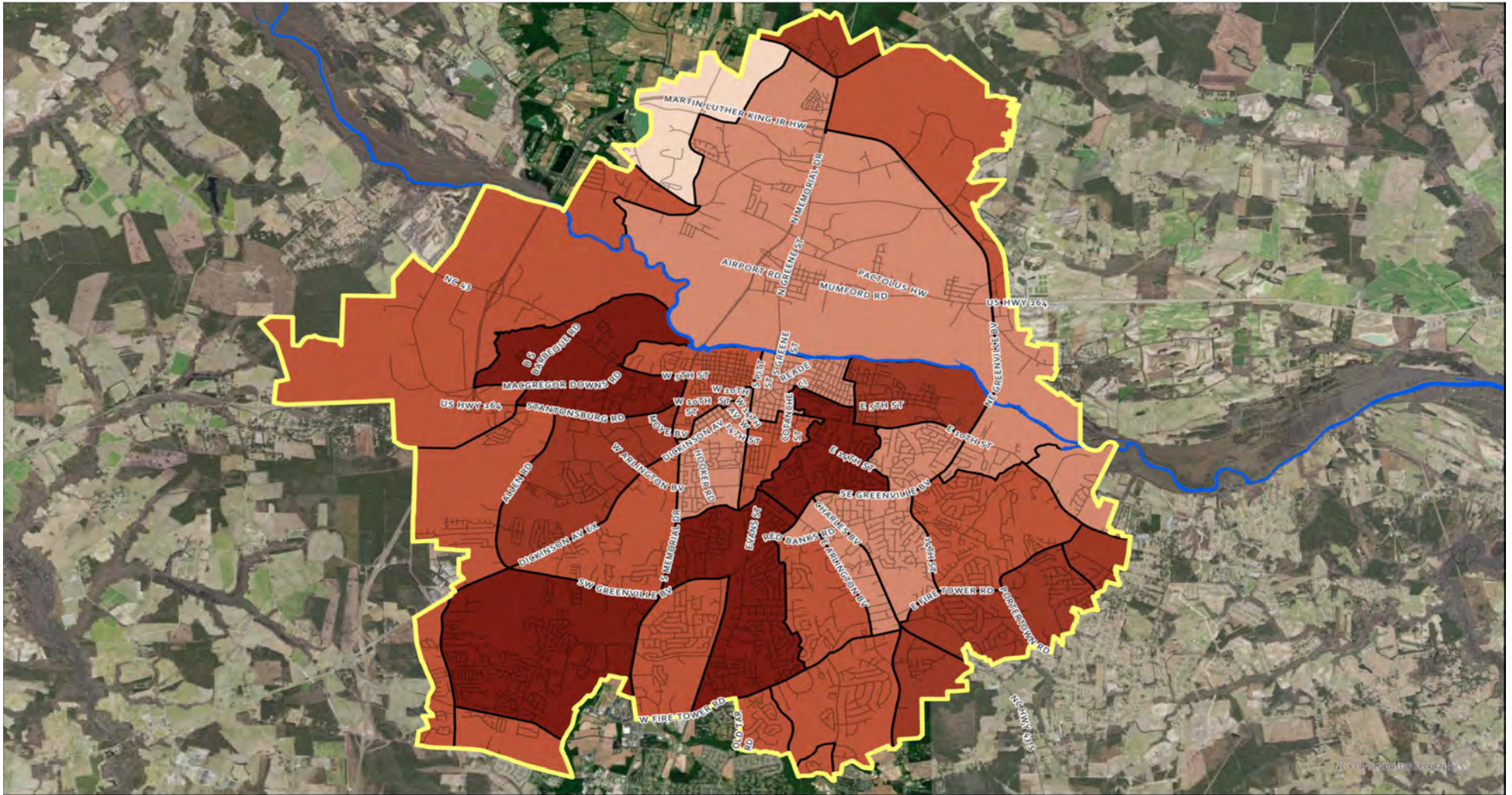




City of Greenville

Hispanic and Latino Population

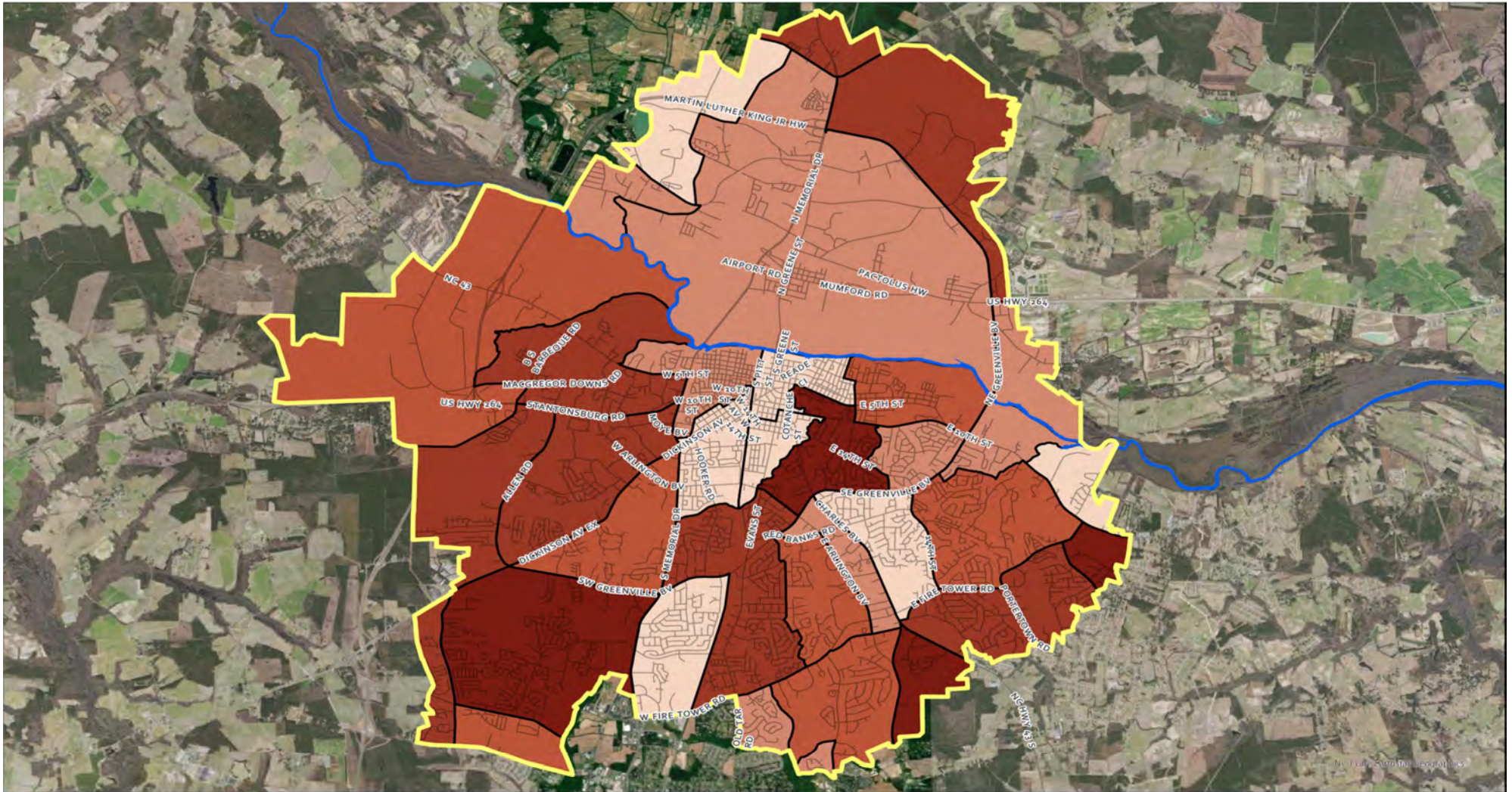




City of Greenville

Female Population

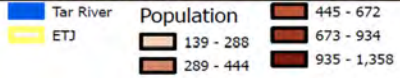
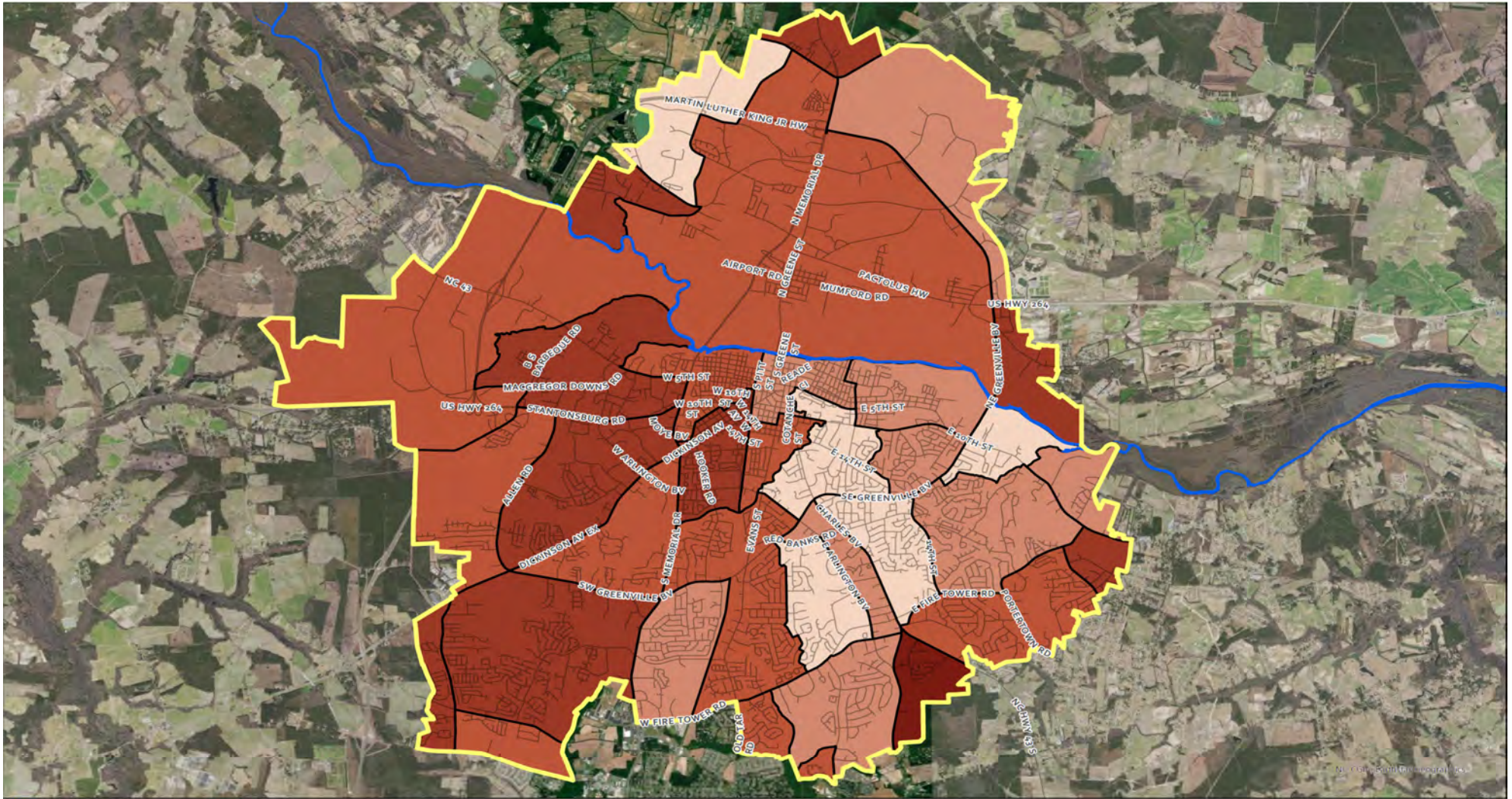




City of Greenville

Male Population

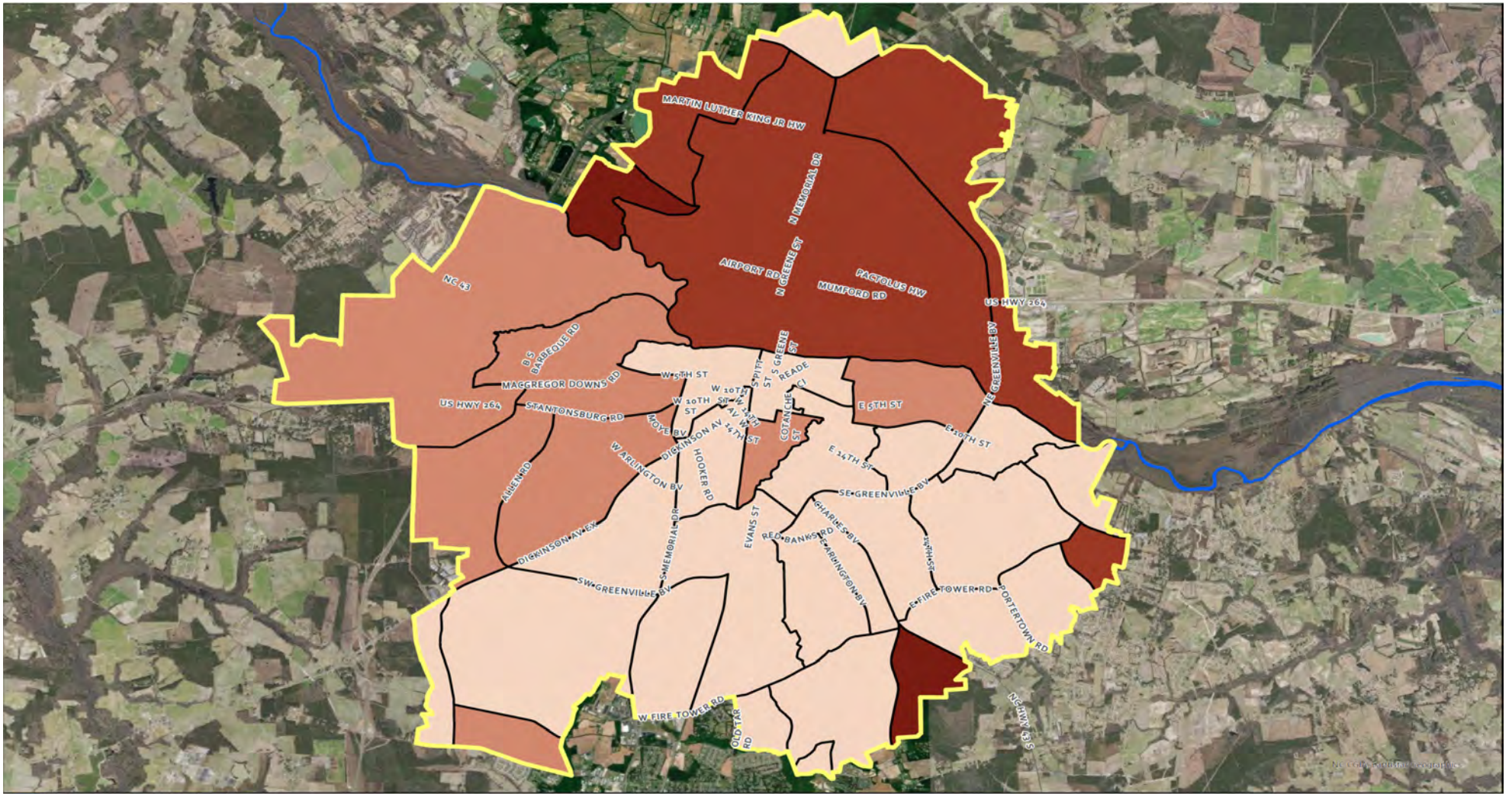




City of Greenville

Noninstitutionalized Population
with a Disability



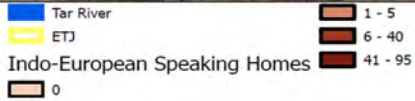
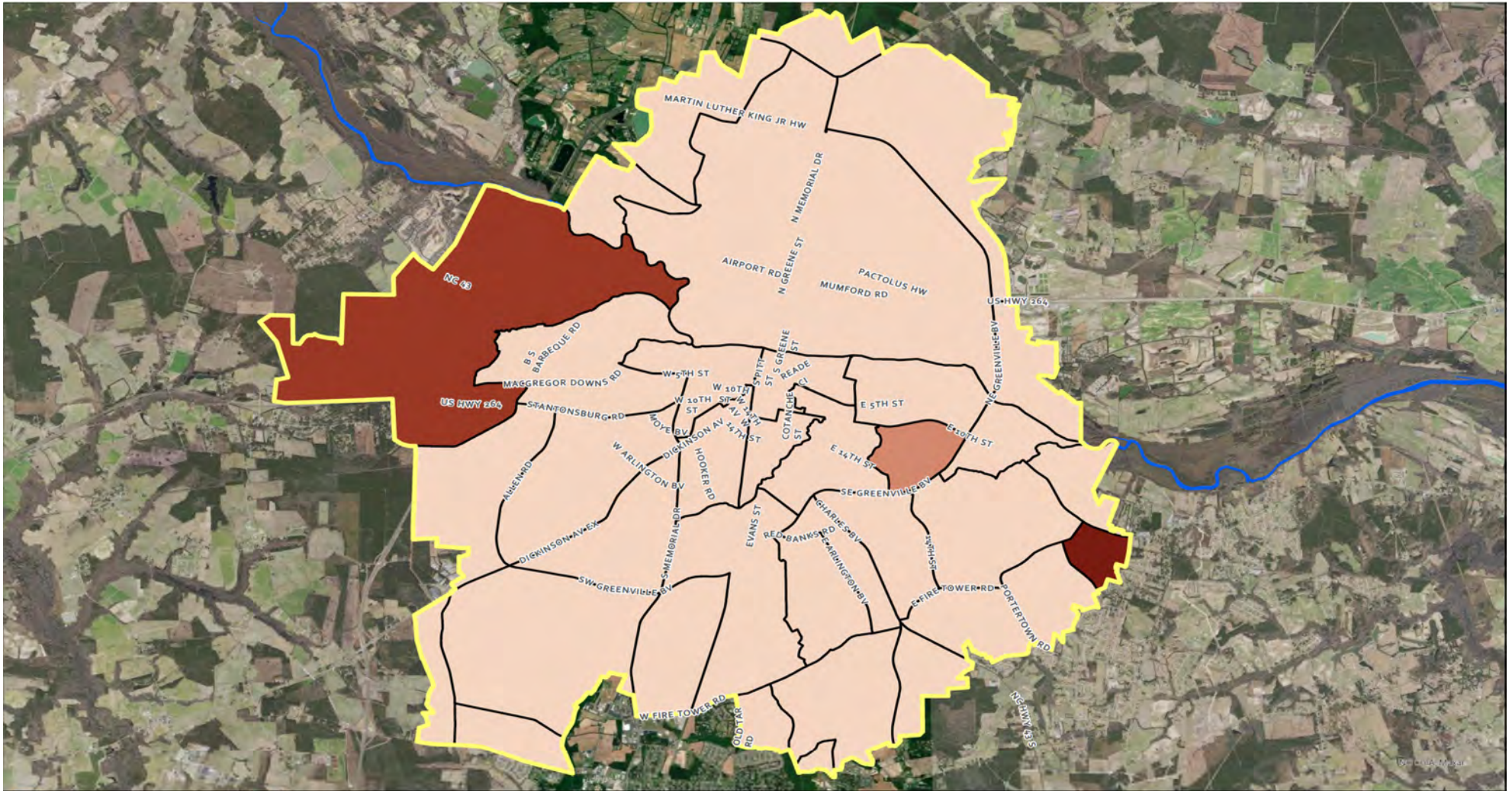


- Tar River
- ETJ
- Spanish Speaking Homes
- 110 - 265
- 266 - 522
- 523 - 832
- 0 - 109

City of Greenville

Language spoken at home

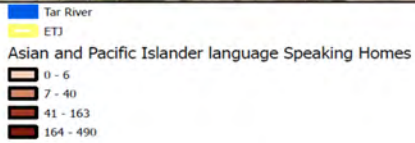
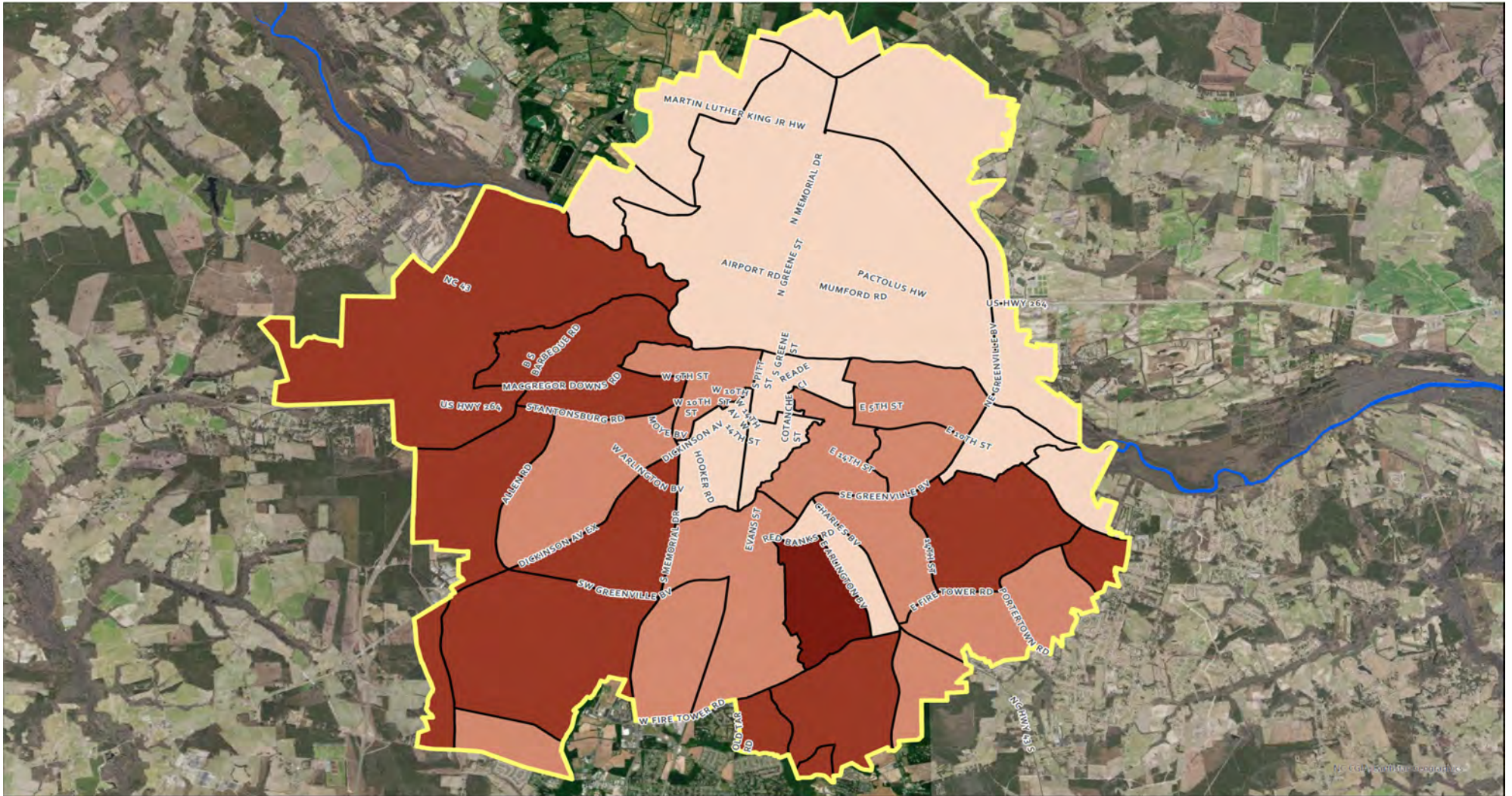




City of Greenville

Language spoken at home

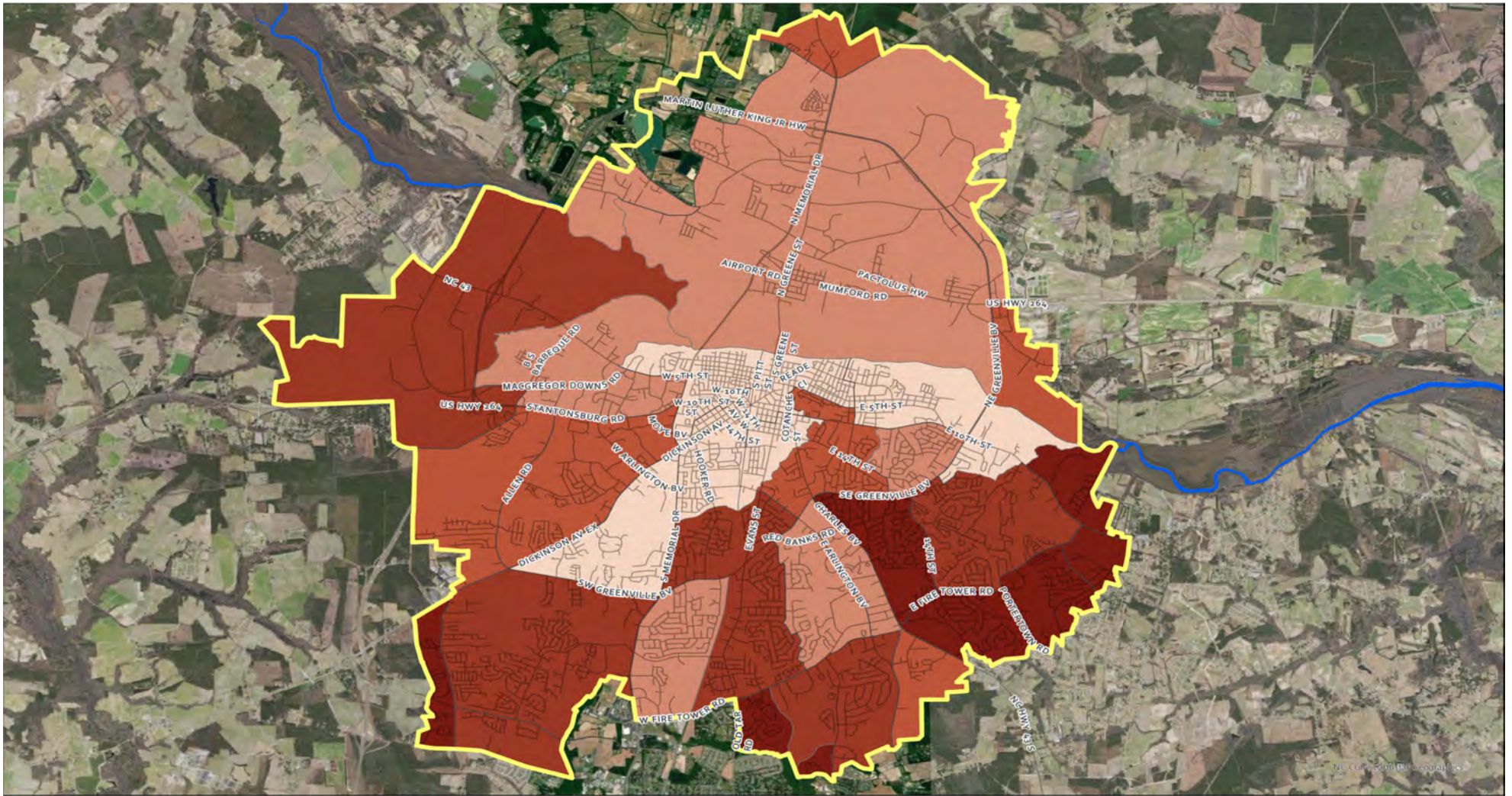




City of Greenville

Language spoken at home





City of Greenville

Median Household Income



APPENDIX H: DEMOGRAPHIC DATA REQUEST FORM

The following form will be used to collect required data on Key Community Contacts and nonelected committee members.

The City of Greenville, NC is required by Title VI of the Civil Rights Act of 1964 and related authorities to record demographic information on members of its boards and committees. Please provide the following information:

<p>Race/Ethnicity:</p> <p><input type="checkbox"/> White</p> <p><input type="checkbox"/> Black/African American</p> <p><input type="checkbox"/> Asian</p> <p><input type="checkbox"/> American Indian/Alaskan Native</p> <p><input type="checkbox"/> Native Hawaiian/Pacific Islander</p> <p><input type="checkbox"/> Hispanic/Latino</p> <p><input type="checkbox"/> Other (please specify): _____</p>	<p>National Origin: (if born outside the U.S.)</p> <p><input type="checkbox"/> Mexican</p> <p><input type="checkbox"/> Central American: _____</p> <p><input type="checkbox"/> South American: _____</p> <p><input type="checkbox"/> Puerto Rican</p> <p><input type="checkbox"/> Chinese</p> <p><input type="checkbox"/> Vietnamese</p> <p><input type="checkbox"/> Korean</p> <p><input type="checkbox"/> Other (please specify): _____</p>
<p>Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female</p>	<p>Age:</p> <p><input type="checkbox"/> Less than 18 <input type="checkbox"/> 45-64</p> <p><input type="checkbox"/> 18-29 <input type="checkbox"/> 65 and older</p> <p><input type="checkbox"/> 30-44</p>
<p>Disability: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>I choose not to provide any of the information requested above: <input type="checkbox"/></p>	

Completed forms will remain on file as part of the public record. For more information regarding Title VI or this request, please contact the Title VI Coordinator, Jessica Carter at 252-329-4418 or by email at jcarter@greenvillenc.gov.

Please sign below acknowledging that you have completed this form.

Thank you for your participation!

Name (print): _____

Signature: _____



City of Greenville, North Carolina

Meeting Date: 11/14/2024

Title of Item: National Opioid Settlement Update - Resolutions for Interlocal Agreement and Direction of Funds

Explanation: The City of Greenville will receive approximately \$1.89 million over 18 years (2022-2038) from the National Opioid Settlement Fund. These funds are designated to support the City's response to the opioid crisis, with permitted uses including recovery support, housing, employment services, prevention programs, training, and Naloxone distribution.

Pitt County, with established opioid response programs and resources, is well-positioned to lead regional efforts in utilizing these funds effectively. The County's initiatives, including Narcan distribution, needle exchange programs, Medication-Assisted Treatment, and peer recovery support, closely align with the Settlement Fund's objectives. The County has a dedicated Opioid Settlement Coordinator to oversee program management, fund compliance, and transparency. Leveraging Pitt County's programs would also enable the City to avoid duplicating efforts and allow for City resources to be allocated to complementary initiatives.

On October 4, 2024, the City and Pitt County hosted a stakeholder meeting to discuss current initiatives, identify community needs, and assess challenges and opportunities. This meeting highlighted the benefits of a county-wide approach, making use of Pitt County's existing infrastructure and expertise.

In January 2025, the City and County will hold community meetings in several locations to gather feedback on key priorities, such as transitional housing and developing a unified portal for recovery services. Insights from this session will guide further action in meeting community needs and refining service delivery.

To date, the City has received approximately \$500,000 of its anticipated funds. Following the stakeholder meeting and recent discussions, allocating all current and future opioid settlement funds to Pitt County would maximize regional impact and enhance service delivery without duplicating City resources.

As next steps, the City is proposing the following:

1. Approval to enter into the attached interlocal agreement with Pitt County to provide for continued collaboration.
2. Approval to allocate current settlement funds.
3. Approval for the North Carolina Department of Justice to work with the

settlement administrators to direct future funds to Pitt County.

Fiscal Note:

The City anticipates receipt of up to \$1.89 million over 18 years, and the City currently has an estimated \$500,000 available for expenditure on allowable uses.

Recommendation:

City staff recommends for City Council to:

1. Approve the resolution and interlocal agreement with Pitt County for allocation of current and future opioid settlement funds; and
2. Approve the attached resolution and letter to North Carolina Department of Justice to direct all future opioid settlement funds to Pitt County.

ATTACHMENTS

- 1199658 - RESOLUTION FOR INTERLOCAL AGREEMENT WITH PITT COUNTY FOR REALLOCATION AND EXPENDITURE OF OPIOID SETTLEMENT FUNDS - 1 -.DOCX**
- 1199224 - COG AGREEMENT FOR REDIRECTION OF OPIOID SETTLEMENT FUNDS TO PITT COUNTY**
- 1199290 - RESOLUTION FOR REDIRECTION OF OPIOID SETTLEMENT FUNDS TO PITT COUNTY**
- LETTER TO NCDOJ RE ALLOCATION OF OPIOID SETTLEMENT FUNDS TO PITT COUNTY**

RESOLUTION NO. ____ -24

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
APPROVING AN INTERLOCAL AGREEMENT WITH THE COUNTY OF PITT
RELATING TO THE ALLOCATION AND EXPENDITURE OF NATIONAL OPIOID
SETTLEMENT FUNDING**

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes empowers the City of Greenville (hereinafter referred to as the “CITY”) and County of Pitt (hereinafter referred to as the “COUNTY”) to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government; and

WHEREAS, the CITY and COUNTY signed onto the “Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation” (hereinafter referred to as the MOA) and all of the MOA’s Exhibits with the North Carolina Department of Justice (NCDOJ) in 2021;

WHEREAS, the purpose of the National Opioid Settlement Funds (hereinafter referred to as the “Settlement Funds”) is to provide assistance with recovery support services, recovery housing support, employment-related services, prevention, training, and Naloxone distribution;

WHEREAS, the CITY is slated to receive funding totaling about \$1,894,294 over 18 years for use in combatting the opioid epidemic;

WHEREAS, the COUNTY is slated to receive funding totaling about \$15,943,442 over 18 years for use in combatting the opioid epidemic;

WHEREAS, the COUNTY has a unique role in providing public health services and has recently hired a full-time Opioid Administrator Coordinator to assist with administration of the Settlement Funds; and

WHEREAS, the CITY and COUNTY have developed a collaborative partnership to create the greatest impact possible with the use of the Settlement Funds, and desire to enter into a

mutually advantageous agreement whereby the CITY will reallocate current Settlement Funds totaling \$500,876 (and any additional Settlement Funds received prior to July 1, 2025) to the COUNTY for a use permitted under the MOA and agreed upon by the parties after conducting community engagement and development of a plan, including but not limited to continued collaboration amongst the parties.

WHEREAS, North Carolina General Statute § 160A-461 provides that an interlocal agreement shall be ratified by resolution of the governing body of each unit spread upon its minutes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the Interlocal Agreement by and between the City of Greenville and County of Pitt be and is hereby approved, said Agreement relating to allocation and expenditure of National Opioid Settlement Funds by the City of Greenville to the County of Pitt.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the Mayor, City Manager or their designee are authorized, empowered and directed to do any and all acts and to execute any and all documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Resolution, except that none of the above shall be authorized or empowered to do anything or execute any document which is in contravention, in any way, of the specific provisions of this Resolution. In addition, the City Manager or City Attorney is authorized to make any nonsubstantive or clerical revisions to the Agreement referenced above.

This the _____ day of November 2024.

PJ Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

**STATE OF NORTH CAROLINA
PITT COUNTY**

**INTERLOCAL AGREEMENT
For Allocation and Expenditure
of National Opioid Settlement
Funds**

This AGREEMENT made and entered into this ____ day of _____, 2024, by and between the **CITY OF GREENVILLE, NC**, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter called the “CITY”), and **PITT COUNTY**, a body, politic and political subdivision of the State of North Carolina (hereinafter called the “COUNTY”). The CITY and COUNTY are each a “party” to this Agreement and the two of them are the “parties” to this Agreement.

WITNESSETH:

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended (the “Interlocal Act”), municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina;

WHEREAS, the CITY and COUNTY signed onto the “Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation” (hereinafter referred to as the MOA) and all of the MOA’s Exhibits with the North Carolina Department of Justice (NCDOJ) in 2021;

WHEREAS, the purpose of the National Opioid Settlement Funds (hereinafter referred to as “Settlement Funds”) is to provide assistance with recovery support services, recovery housing support, employment-related services, prevention, training, and Naloxone distribution;

WHEREAS, the CITY is slated to receive funding totaling about \$1,894,294 over 18 years for use in combatting the opioid epidemic;

WHEREAS, the COUNTY is slated to receive funding totaling about \$15,943,442 over 18 years for use in combatting the opioid epidemic;

WHEREAS, the COUNTY has a unique role in providing public health services and has recently hired a full-time Opioid Administrator Coordinator to assist with administration of the (Settlement Funds);

WHEREAS, the CITY and COUNTY have developed a collaborative partnership to create the greatest impact possible in the use of the Settlement Funds, and desire to enter into a mutually advantageous agreement whereby the CITY will re-allocate currently available Settlement Funds totaling \$500,876 and any additional Settlement Funds received before July

1, 2025 (hereinafter referred to as “Current Settlement Funds”) to the COUNTY for a permitted use under the MOA and agreed upon by the parties; and

WHEREAS, the CITY will request for the North Carolina Department of Justice to direct all Settlement Funds received by the CITY on or after July 1, 2025 (hereinafter referred to as “Future Settlement Funds”), to the COUNTY for a permitted use under the MOA and agreed upon by the parties.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**ARTICLE I
RECITALS, DEFINITIONS AND PURPOSE**

1) RECITALS AND DEFINITIONS

- A. The recitals are incorporated into this Agreement.
- B. **Current Settlement Funds** shall mean the amount of Settlement Funds paid to the CITY any time prior to July 1, 2025.
- C. **Future Settlement Funds** shall mean the amount of Settlement Funds intended to be paid to the CITY and have been directed to the COUNTY, and disbursement occurs on or after July 1, 2025.

2) PURPOSE

- A. The purpose of this Agreement is to establish the terms and conditions under which the CITY is giving the COUNTY authority to expend Settlement Funds for a use permitted under the MOA and agreed upon by the parties after conducting community engagement and developing a plan, including but not limited to continued collaboration.
- B. The “Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation” (hereinafter referred to as the MOA) and all of the MOA’s Exhibits, and that the MOA is attached hereto as Exhibit 1 and incorporated by reference.

**ARTICLE II
TERM AND TERMINATION**

3) TERM AND RENEWAL OF THE AGREEMENT

- A. The term of this Agreement shall be effective upon its execution by both parties and shall continue until one (1) year after Settlement Funds no longer remain available or

unless terminated in writing as required herein or under the MOA. Obligations under this Agreement which by their nature should survive, including, but not limited to any and all obligations relating to record retention, audit, and indemnification will remain in effect after termination or expiration of this Agreement.

B. Termination of this Agreement may occur for reasons described herein or in attachments hereto. The parties may execute an extension of this Agreement at its discretion and in accordance with such additional conditions as it may require.

C. Either party may terminate this Agreement at any time and for any reason by providing at least thirty (30) days prior written notice, mailed and delivered to the other party. If the City exercises its power to terminate this Agreement, that power may be exercised by City Manager or their designee without City Council action. Similarly, if the County exercises its power to terminate this Agreement, that power may be exercised by the County Manager or their designee without County Commissioner action.

ARTICLE III PERFORMANCE, ROLES AND RESPONSIBILITIES

4) ROLES AND RESPONSIBILITIES

A. The **CITY** will perform the following activities:

- i. Distribute Current Settlement Funds received by the CITY to the COUNTY upon the parties conducting community engagement and developing a plan, including but not limited to continued collaboration amongst the parties, to expend Settlement Funds.
- ii. Request for the NCDOJ to work with the Settlement Fund administrators to direct all remaining distributions of Future Settlement Funds for which the CITY is eligible to receive from the NCDOJ, to the COUNTY. The request will be in effect beginning July 1, 2025.

B. The **COUNTY** will perform the following activities:

- i. The COUNTY agrees to abide by the terms of this Agreement as set forth herein.
- ii. The COUNTY, in its sole discretion, shall have the power and authority to select, hire, discharge, schedule, contract with and assign individuals or entities completely under the COUNTY's control and supervision to perform the COUNTY's duties under this Agreement. The COUNTY will provide notification to the CITY for review of proposed costs and use(s) of Settlement Funds, and objection by the CITY, if any. If the CITY does not provide a written objection within ten (10) calendar days, the proposed costs and use(s) of Settlement Funds will be deemed acceptable. Upon objection by the CITY for costs and use(s) of Settlement Funds it deems unreasonable, if the

COUNTY decides to proceed with the costs and use(s) of Settlement Funds, the COUNTY acknowledges it will be solely responsible for payment and/or reimbursement should uses not be deemed eligible under the MOA.

- iii. Individuals or entities selected to perform activities on behalf of the COUNTY for the transaction contemplated herein shall be subject to all applicable laws, rules, regulations and practices of the COUNTY except as such policies or practices that may have to be modified to comply with the terms and conditions of this Agreement.
- iv. The COUNTY acknowledges and agrees that the CITY is bound to comply with the MOA for Current Settlement Funds. The COUNTY covenants and agrees to act in good faith and to timely provide any records or information related to these Current Settlement funds, even if not specifically mentioned in this Agreement, when requested by the CITY for use by the CITY in fulfilling its obligations under the MOA.
- v. The COUNTY acknowledges and agrees that the COUNTY will be bound to comply with the MOA for all remaining allocations of Future Settlement Funds that are to be received from the NCDOJ after direction of eligible Future Settlement Funds by the CITY, NCDOJ and the Settlement Fund administrators.
- vi. The COUNTY acknowledges and agrees the CITY, as required by the MOA, adopted a resolution appropriating these funds to COUNTY, and that resolution is attached hereto as Exhibit 2 and incorporated by reference. COUNTY understands that such Settlement Funds are only for programs and services as described and allowed under the MOA and agreed upon by the parties.
- vii. Settlement Funds made available to the COUNTY pursuant to this Agreement shall be expended only in accordance with applicable federal, state, and local laws.
- viii. The COUNTY agrees that it will timely supply such records, information and verification relating to expenditures of the funds or the operations of the COUNTY as may reasonably be requested by the CITY. The COUNTY agrees that the CITY shall have access to the records and premises of the COUNTY at all reasonable times, and the COUNTY agrees to submit such reports as the CITY shall request pertaining to the Settlement Funds allocated herein or the operations of the COUNTY. The COUNTY shall maintain written accounting and documentation of all of its receipts and disbursements relating to the Settlement Funds which are the subject of this Agreement. The CITY reserves the right to require a certified audit pertaining to the use of the Settlement Funds and may perform the audit through the use of its staff.

- ix. The COUNTY shall furnish to the CITY, prior to August 1 of each year as long as Current Settlement Funds remain available, a detailed accounting showing how the Current Settlement Funds were spent, and the detailed accounting should indicate what agreed upon programs or services were funded by the COUNTY. The detailed accounting must indicate what the COUNTY's expenditures were for programs and services permitted under the MOA and agreed upon by the parties.
- x. The COUNTY shall furnish to the CITY, prior to August 1 of each year as long, as Current Settlement Funds remain available, any and all impact information for each strategy permitted by the MOA and agreed upon by the parties. that was funded through this Agreement. This information shall include:
 - a. A Brief Progress Report describing all strategies funded and progress made during the fiscal year with Settlement Funds provided by the CITY to the COUNTY. The recommended length is approximately 250 words.
 - b. A minimum of three (3) Brief Success Stories from persons who have benefitted from the strategies (de-identified unless the person has agreed in writing to be identified). The recommended length is approximately 250 words.
 - c. One or more process measures, addressing the question, "How much did you do?" This will include the number of persons enrolled, treated, or served; the number of participates trained; or the number of products provided.
 - d. One or more outcome measures, addressing the question, "Is anyone better off?" This will include the number or percentages of clients with stable housing or employment; self-reported measures of client recovery capital; or the number or percentage of formerly incarcerated clients receiving community services or supports.
 - e. If requested, demographic information on the participation or performance of people of color and other historically marginalized groups.
 - f. Any other information or records that the CITY may reasonably need to fulfill its reporting obligations under the MOA.
- xi. The COUNTY shall maintain all records related to expenditure of the Settlement Funds, and records related to any operations, programs, or services funded, for a period of at least five (5) years.

- xii. The COUNTY consents to and agrees that the CITY, and as required by the MOA, the North Carolina Office of State Auditor and the North Carolina Department of Justice shall have access to COUNTY's records and staff persons associated with the expenditure of these funds, as may be necessary to verify accounts, data, and performance.
- xiii. The CITY may suspend or terminate the payment of Current Settlement Funds in whole or in part at any time for the following reasons as determined by the CITY, but not limited to these reasons:
 - a. Improper or ineffective use of Current Settlement Funds.
 - b. Submission to the CITY of reports which are incorrect or incomplete in any material respect.
 - c. Frustration or impossibility of performance, rendering the carrying out of this Agreement improper or infeasible.
 - d. Any violation of this Agreement.
 - e. In the opinion of the CITY, the CITY's financial situation makes it impractical to provide the Current Settlement Funds.
- xiv. If for any reason the payment of Current Settlement Funds is suspended or terminated, the COUNTY agrees to promptly remit to the CITY any payments previously received by the COUNTY which the CITY deems to have been paid and/or received in violation of this Agreement, and to remit any funds not yet spent by the COUNTY.

5) PAYMENT OF CURRENT SETTLEMENT FUNDS

- A. The CITY and COUNTY agree that Current Settlement Funds distributed to the COUNTY will be paid upon the parties conducting community engagement and development of an agreed upon plan, including but not limited to continued collaboration, to expend the Current Settlement Funds on eligible and qualifying programs or services.
- B. The CITY will only distribute the Current Settlement Funds to the COUNTY for eligible and qualifying expenses.

6) PAYMENT OF FUTURE SETTLEMENT FUNDS

Upon submission of the request by the CITY and approval by the NCDOJ to direct Future Settlement Funds, the parties agree to continue its collaboration, including but not limited to community engagement and development of an agreed upon plan, for expenditure of the Future Settlement Funds on uses permitted and agreed upon by the parties, and as described herein.

7) USE OF CURRENT AND FUTURE SETTLEMENT FUNDS

- A. Settlement Funds will be used in accordance with the requirements of the MOA, this Agreement and any guidelines set forth by the parties and will include development of a written plan by the parties.
- B. Within ninety (90) days of the execution of this Agreement, the parties will begin development or updates to the plan for use of Settlement Funds.
- C. The plan should be reviewed and updated as often as needed, but no less than annually by the parties, and at minimum, should include the following:
 - i. Continued collaboration between the parties, including the CITY's participation in review and selection of programs and services to be funded by the Settlement Funds.
 - ii. Ongoing engagement with the Pitt County Opioid Action Coalition, or other stakeholder group(s), whose purpose(s) is aligned with the intent of the MOA, this Agreement and any guidelines set forth by the parties. The group should meet regularly and as often as needed but no less than semi-annually to gather feedback, provide recommendations for funding priorities and evaluate outcomes and the effects of programs and services.
 - iii. Opportunities for community-based input on priorities for use of Settlement Funds, including but not limited to, conducting, at minimum, one (1) community engagement meeting in at least three (3) municipalities within Pitt County, to include the city of Greenville.
 - iv. Sufficient detail, justification, or documentation for the parties to determine whether the Settlement Funds are for use(s) that are eligible and qualifying as described in the MOA and agreed upon by the parties.
 - v. Opportunities to fund enhancements to current programs or develop new programs based on the feedback received during community engagement.
 - vi. Opportunities to ensure that all residents in Pitt County, and where permissible, neighboring jurisdictions, can benefit equally from the expenditure of Settlement Funds, including access to programs and services.

8) EXHIBITS

The Exhibits attached to and incorporated by reference:

- A. Exhibit 1 – the MOA, including all exhibits.
- B. Exhibit 2 – Resolution of the City Council of the City of Greenville Approving an Interlocal Agreement with the County of Pitt Relating to the Re-Allocation

and Expenditure of National Opioid Settlement Funding from the North Carolina Department of Justice.

- C. Exhibit 3 - Resolution of the City Council of the City of Greenville Approving the Direction of Future National Opioid Settlement Funding from the North Carolina Department of Justice to the County of Pitt.

ARTICLE V OTHER PROVISIONS

9) INSURANCE

Each party shall maintain in force at all times during the performance of this Agreement, a policy or policies of insurance as follows, and in the minimum limits of liability as stated herein:

- A. Comprehensive general liability, including but not limited to premises, personal injuries, products and completed operations for combined single limit of not less than \$1,000,000 per occurrence.
- B. Comprehensive automobile liability, including but not limited to property damage, bodily injury and personal injuries for combined single limit of not less than \$1,000,000 per occurrence. Workers' Compensation covering statutory requirements of the State of North Carolina and Employer's Liability of not less than \$100,000 per occurrence.

10) INDEMNIFICATION

Neither party agrees to indemnify or hold harmless the other party. However, to the extent permitted by law, each party agrees to be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees, subcontractors, or representatives, in the performance or omission of any act of responsibility of that party under this Agreement.

In the event that a claim is made against both parties it is the intent of both parties to cooperate in the defense of said claim. However, either party shall have the right to take any and all actions they believe necessary to protect their interest arising out of the performance or nonperformance of this Agreement. This provision shall survive the termination of this Agreement. Notwithstanding the above, neither party waives its governmental immunity, or any other immunity granted by law and all parties reserve the same unto themselves.

11) NOTICES

All notices, demands or requests required or permitted to be given pursuant to this Interlocal Agreement shall be given in writing and shall be deemed to have

been properly given or served and shall be effective upon being deposited in the United States mail, postage prepaid, sent to the respective address as follows:

As to the County: County Manager
Pitt County
1717 W. 5th Street
Greenville, NC 27834

With copy to: County Attorney

As to the City: City Manager
City of Greenville
P. O. Box 7207
Greenville, NC 27835

With copy to: City Attorney

Or to such other address as either party shall designate by notice given in accordance with this section.

12) REPRESENTATIONS AND WARRANTIES

- A. Each party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution of each party's governing board spread upon its minutes. This Agreement is a valid and binding obligation of each party.
- B. Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either party is now a party or by which either is bound or constitutes a default under any of the foregoing.
- C. To the knowledge of each party, there is no litigation or other court or administrative proceeding pending or threatened against such party (or against any other person) affecting such party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. The party's execution and delivery of this Agreement, and its compliance with its obligations under this Agreement, does not require the approval of any regulatory body or any other entity the approval of which has not been obtained.

13) NON-APPROPRIATION

This Agreement is not a general obligation of the CITY. It is understood that neither this Agreement nor any representation by any CITY official, officer or employee creates any obligation to appropriate or make monies available for the purposes of the Agreement. If Settlement Funds are not received by the CITY for any or all of this Agreement, the CITY is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which Settlement Funds were received

and appropriated. The CITY agrees to promptly notify the COUNTY in writing of any subsequent non-appropriation, and upon such notice, this Agreement will terminate on the last day of the current fiscal year without penalty to the CITY and all undistributed funds will be spent for programs previously proposed by parties.

14) GENERAL PROVISIONS

- A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- B. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this agreement.
- C. Successors and Assigns. This Agreement and the rights, privileges, duties and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- D. Compliance with Applicable Law. The parties shall comply with all applicable federal, state and local laws and regulations in performing this Agreement.
- E. Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- F. Governing Law and Forum. This Agreement shall be governed by and interpreted under the laws of the State of North Carolina. The sole and exclusive venue for any action pertaining to this Agreement shall be the general court of justice in Pitt County, North Carolina.
- G. Dispute Resolution. In the event of conflict or default that might arise for matters associated with this Agreement, the parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the parties shall be subject to and decided exclusively by the appropriate general court of justice of Pitt County, North Carolina
- H. Construction of Agreement. The parties agree that each party has fully participated in their review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- I. E-Verify. The Parties will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Furthermore, if the Applicant utilizes a

contractor, the Applicant will require the contractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

- J. Iran-Divestment Act Certification. The parties hereby certifies that they are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. The County shall not utilize in the performance of this Agreement any subcontractor that is identified on the Iran Final Divestment List.
- K. Severability. If any provision of this Agreement shall be determined to be unenforceable, such unenforceability shall not affect any other provision of this Agreement.
- L. Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
- M. Regulatory Authority. Nothing in this Agreement shall restrict or inhibit a party's police powers or regulatory authority.
- N. Title VI Non-Discrimination. The parties, its assignees and successors in interest certifies that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities and does not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.
- O. No Third-Party Beneficiaries. The parties do not intend for this Agreement to grant any rights to any third parties, and this Agreement shall not be deemed to grant any rights to any third parties.
- P. Counterparts; Facsimiles and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.
- Q. Relationship of Parties. Each party shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of any other party hereto. Each party shall maintain control over its personnel and any employment rights of personnel assigned under this Agreement shall not be abridged. Further, each party agrees to assume the liability for its own acts or omissions, or the acts or omissions or their employees or agents, during the term of this Agreement to the extent permitted under North Carolina law.
- R. Counterparts. This Agreement may be executed in three counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- S. Entire Agreement. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties as of the effective date hereof.

[Signatures on Following Page(s)]

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

CITY OF GREENVILLE

COUNTY OF PITT

By: _____
Michael W. Cowin, City Manager

By: _____
Janis Gallagher, County Manager

APPROVED AS TO FORM:

BY: _____
City Attorney or Designee (Designee means Assistant City Attorney)

PRE-AUDIT CERTIFICATION:

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

BY: _____ **DATE:** _____
Jacob Joyner, Director of Financial Services

APPROVED AS TO FORM:

BY: _____
County Attorney or Designee

PRE-AUDIT CERTIFICATION:

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

BY: _____ **DATE:** _____

Exhibit 1

**National Opioid Settlement Memorandum of Agreement (MOA) with the North Carolina
Department of Justice and Exhibits**

Exhibit 2

**Resolution of the City Council of the City of Greenville Approving an Interlocal Agreement
with the County of Pitt Relating to the Allocation and Expenditure of National Opioid
Settlement Funding from the North Carolina Department of Justice**

Exhibit 3

Resolution of the City Council of the City of Greenville Approving the Direction of Future National Opioid Settlement Funding from the North Carolina Department of Justice to the County of Pitt

RESOLUTION NO. ____-24

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
APPROVING THE DIRECTION OF FUTURE NATIONAL OPIOID SETTLEMENT
FUNDING TO THE COUNTY OF PITT**

WHEREAS, the City of Greenville (hereinafter referred to as the “CITY”) and County of Pitt (hereinafter referred to as the “COUNTY”) signed onto the “Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation” (hereinafter referred to as the MOA) and all of the MOA’s Exhibits with the North Carolina Department of Justice (NCDOJ) in 2021;

WHEREAS, the purpose of the National Opioid Settlement Funds (hereinafter referred to as the “Settlement Funds”) is to provide assistance with recovery support services, recovery housing support, employment-related services, prevention, training, and Naloxone distribution;

WHEREAS, the CITY is slated to receive funding totaling about \$1,894,294 over 18 years for use in combatting the opioid epidemic, and to date, the CITY has received about \$500,876.22 of the anticipated total;

WHEREAS, the COUNTY is slated to receive funding totaling about \$15,943,442 over 18 years for use in combatting the opioid epidemic;

WHEREAS, the COUNTY has a unique role in providing public health services and has recently hired a full-time Opioid Administrator Coordinator to assist with administration of the Settlement Funds;

WHEREAS, the CITY and COUNTY have developed a collaborative partnership to create the greatest impact possible with the use of the Settlement Funds for a permitted use under the MOA and agreed upon by the parties after conducting community engagement and developing a plan, including but not limited to continued collaboration amongst the parties; and

WHEREAS, the MOA allows for a city to direct its Settlement Funds to the county in which it is located by resolution of the governing body and submitting a letter of request to the North Carolina Department of Justice.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the future Settlement Funds be directed to the County of Pitt, effective July 1, 2025, for implementation of uses permitted under the MOA and agreed upon by the parties after conducting community engagement and developing a plan, including but not limited to continued collaboration amongst the parties.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the North Carolina Department of Justice is hereby directed to work with the national settlement administrators to effectuate the directing of future allocations of Settlement Funds to be received by the City of Greenville to the County of Pitt.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the Mayor, City Manager or their designee are authorized, empowered and directed to do any and all acts and to execute any and all documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Resolution, except that none of the above shall be authorized or empowered to do anything or execute any document which is in contravention, in any way, of the specific provisions of this Resolution. In addition, the City Manager or City Attorney is authorized to make any nonsubstantive or clerical revisions to the required documents referenced above.

This the _____ day of November 2024.

PJ Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

October 29, 2024

By email only to: Dmosteller@ncdoj.gov

Mr. Daniel P. Mosteller
Deputy General Counsel
N.C. Department of Justice
114 W. Edenton St.
Raleigh, N.C. 27603

Re: Opioid Settlement Funds

Dear Daniel:

We appreciate your efforts and those of the Attorney General's Office in addressing the opioid crisis throughout North Carolina, as well as the steps that your Office has taken to hold accountable entities who are responsible for the crisis. We also appreciate the information that you have provided to us concerning the Statewide Memorandum of Agreement on Opioid Settlement Proceeds (the "MOA"). The City of Greenville ("City") was pleased to have joined in the MOA. As the national settlements and MOA provide, settlement funds must and will be used for opioid remediation. Given the unique role of counties in providing public health services, including those related to fighting drug addiction, Greenville has determined that its share of annual distributions of Local Abatement Funds under the MOA should be directed to the county in which Greenville is located. Pitt County has already joined in the MOA.

Accordingly, pursuant to section B.4.b of the Memorandum of Agreement (MOA) on Proceeds Relating to the Settlement of Opioid Litigation, section III.B.4 of the Supplemental Agreement for Additional Funds (SAAF), and section III.B.4 of the Second Supplemental Agreement for Additional Funds, the City wishes to have its share of all opioid settlement funds and bankruptcy resolutions directed to Pitt County, starting on July 1, 2025. We are requesting that the N.C. Department of Justice work with the national settlement administrators to effectuate this request.

Please let me know if there is anything further that we can do to assist you in the important opioid remediation efforts that you and your Office have undertaken.

Sincerely,

Michael W. Cowin
City Manager



City of Greenville, North Carolina

Meeting Date: 11/14/2024

Title of Item: Ordinance to Amend the Manual of Fees to Add Premium Supervisor Rate for Police Off-Duty Fees

Explanation: Attached for consideration at the November 14, 2024 City Council meeting is an ordinance for addition of Premium Supervisor rate for off-duty fees within the Police Department. Due to the number of off-duty officers present at a job, a supervisor may be required. A premium rate already exists for an officer, and this action will establish a premium rate for a supervisor.

Currently:

Off-Duty Fee	Officer	Supervisor	Premium
Rate Paid to Employee by City	\$40.00	\$45.00	\$50.00
Administrative Fee	3.00	3.00	3.00
Extra Duty Solution (EDS)	3.38	3.77	4.17
Total	\$46.38	\$51.77	\$57.17

Proposed Increase:

Off-Duty Fee	Officer	Supervisor	Premium	Premium Supervisor
Rate Paid to Employee by City	\$40.00	\$45.00	\$50.00	\$55.00
Administrative Fee	3.00	3.00	3.00	3.00
Extra Duty Solution (EDS)	3.38	3.77	4.17	4.59
Total	\$46.38	\$51.77	\$57.17	\$62.59

Fiscal Note: This fee will cover costs for Off-Duty Premium Supervisor pay.

Recommendation: Approve the ordinance to add the Premium Supervisor rate for off-duty officers.

ATTACHMENTS

[Manual of fees Off-Duty.docx](#)

ORDINANCE NO. 24-
AN ORDINANCE AMENDING THE MANUAL OF FEES POLICE OFF-DUTY RATES

WHEREAS, an amendment to the Manual of Fees is required to add a Premium Supervisor rate relating to the off-duty fees for the Greenville Police Department;

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

Section 1: That the Manual of Fees of the City of Greenville, North Carolina, be and is hereby amended by updating the Manual of Fees as follows:

Greenville Police Department

Off-Duty Fee	Officer	Supervisor	Premium	Premium Supervisor
Rate Paid to Employee by City	\$ 40.00	\$ 45.00	\$ 50.00	\$ 55.00
Administrative Fee	3.00	3.00	3.00	3.00
Extra Duty Solution (EDS)	3.38	3.77	4.17	4.59

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 shall become effective immediately upon its adoption.

This the 14th day of November, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 11/14/2024

Title of Item: Budget Ordinance Amendment #4 to the 2024-25 City of Greenville Budget (Ordinance #24-038), Capital Projects Funds (Ordinance #17-024), the Special Revenue Grant Fund (Ordinance #11-003), and the ARPA Fund (Ordinance #21-053)

Explanation: Attached for consideration at the November 14, 2024 City Council meeting is an ordinance amending the 2024-25 City of Greenville Budget (Ordinance #24-038), Capital Projects Funds (Ordinance #17-024), the Special Revenue Grant Fund (Ordinance #11-003) and the ARPA Fund (Ordinance #21-053).

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

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	Close out transfer lines.	Fire/Rescue Capital Projects Fund	(500,000)
B	Increase budget for parking equipment.	General	-
C	To move funds from Contingency to City Manager Office.	General	-
D	To recognize funds received for the Assistance for Fire Fighters Grant (AFG 23).	Special Revenue Grant General	97,155 -
E	To move funds from project within ARPA to another project.	ARPA	-
F	Recognize Sanitation Grant	Sanitation	50,000
G	Establish East Firetower Stormwater Project	Stormwater Capital Fund	18,702,271

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

<u>Fund</u>	<u>2024-25 Original Budget</u>	<u>Amendment #4</u>	<u>2024-25 Budget per Amend #4</u>
General	\$117,330,262	\$-	\$117,330,262

Debt Service	7,368,819	-	7,368,819
Public Transportation (Transit)	7,871,546	-	7,871,546
Fleet Maintenance	6,880,638	-	6,880,638
Sanitation	11,226,062	50,000	11,276,062
Stormwater	13,918,081	-	13,918,081
Housing	2,115,598	-	2,115,598
Health Insurance	14,521,684	-	14,521,684
Vehicle Replacement	8,416,410	-	8,416,410
Facilities Improvement	1,926,915	-	1,926,915
Special Revenue Grants	19,610,742	97,155	19,707,897
Public Works Capital Projects	42,378,246	-	42,378,246
Recreation & Parks Capital Projects	14,277,262	-	14,277,262
Community Development Capital Projects	19,796,397	-	19,796,397
Occupancy Tax	4,699,328	-	4,699,328
Engineering Capital Projects	65,588,286	-	65,588,286
Fire/Rescue Capital Projects	12,817,183	-	12,817,183
Capital Project Management Fund	660,000	-	660,000
Donations	596,986	-	596,986
Enterprise Capital Projects	18,571,296	18,702,271	37,273,567
Pitt-Greenville Convention and Visitors Authority (CVA)	2,060,047	-	2,060,047
Opioid Settlement Fund	500,877	-	500,877

Recommendation: Approve Budget Ordinance Amendment #4 to the 2024-25 City of Greenville Budget (Ordinance #24-038), Capital Projects Funds (Ordinance #17-024), the Special Revenue Grant Fund (Ordinance #11-003), and the ARPA Fund (Ordinance #21-053).

ATTACHMENTS

[BA #4.xlsx](#)

ORDINANCE NO. 24-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#4) Amending the 2024-25 Budget (Ordinance #24-038), Capital Projects Funds (Ordinance #17-024),
Special Revenue Grant Fund (Ordinance #11-003) and the ARPA Fund (Ordinance #21-053)

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

Budget Amendment #4						
	2024-25 Revised Budget	B.	C.	Total Amend #4	2024-25 Budget per Amend #4	
ESTIMATED REVENUES						
Property Tax	\$ 43,668,004	\$ -	\$ -	\$ -	\$ -	\$ 43,668,004
Sales Tax	31,930,000	-	-	-	-	31,930,000
Video Prog. & Telecom. Service Tax	650,000	-	-	-	-	650,000
Rental Vehicle Gross Receipts	177,000	-	-	-	-	177,000
Utilities Franchise Tax	6,900,000	-	-	-	-	6,900,000
Motor Vehicle Tax	1,706,000	-	-	-	-	1,706,000
Other Unrestricted Intergov't	905,000	-	-	-	-	905,000
Powell Bill	2,400,000	-	-	-	-	2,400,000
Restricted Intergov't Revenues	619,000	-	-	-	-	619,000
Licenses, Permits and Fees	5,545,000	-	-	-	-	5,545,000
Rescue Service Transport	3,630,000	-	-	-	-	3,630,000
Parking Violation Penalties, Leases,	625,000	-	-	-	-	625,000
Other Revenues	1,289,360	-	-	-	-	1,289,360
Interest on Investments	3,600,000	-	-	-	-	3,600,000
Transfers In GUC	8,594,000	-	-	-	-	8,594,000
Transfers from Other Funds	75,000	-	-	-	-	75,000
Appropriated Fund Balance	5,016,898	-	-	-	-	5,016,898
Total Revenues	\$ 117,330,262	\$ -	\$ -	\$ -	\$ -	\$ 117,330,262
APPROPRIATIONS						
Mayor/City Council	\$ 617,501	\$ -	\$ -	\$ -	\$ -	\$ 617,501
City Manager	3,596,688	-	13,000	13,000	-	3,609,688
City Clerk	440,055	-	-	-	-	440,055
City Attorney	817,633	-	-	-	-	817,633
Human Resources	3,861,805	-	-	-	-	3,861,805
Information Technology	4,789,723	-	-	-	-	4,789,723
Engineering	6,666,241	-	-	-	-	6,666,241
Fire/Rescue	21,218,610	-	-	-	-	21,218,610
Financial Services	4,118,165	76,000	-	76,000	-	4,194,165
Recreation & Parks	9,617,709	-	-	-	-	9,617,709
Police	33,299,535	-	-	-	-	33,299,535
Public Works	8,891,875	-	-	-	-	8,891,875
Planning & Development	3,043,128	-	-	-	-	3,043,128
Project Management	1,020,000	-	-	-	-	1,020,000
Neighborhood & Business Services	2,117,482	-	-	-	-	2,117,482
OPEB	700,000	-	-	-	-	700,000
Contingency	40,000	-	(13,000)	(13,000)	-	27,000
Indirect Cost Reimbursement	(1,950,887)	-	-	-	-	(1,950,887)
Total Appropriations	\$ 102,905,264	\$ 76,000	\$ -	\$ 76,000	\$ -	\$ 102,981,264
OTHER FINANCING SOURCES						
Transfers to Other Funds	\$ 14,424,998	\$ (76,000)	\$ -	\$ (76,000)	\$ -	\$ 14,348,998
Total Other Financing Sources	\$ 14,424,998	\$ (76,000)	\$ -	\$ (76,000)	\$ -	\$ 14,348,998
Total Approp & Other Fin Sources	\$ 117,330,262	\$ -	\$ -	\$ -	\$ -	\$ 117,330,262

Section II: Estimated Revenues and Appropriations. Sanitation Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2024-25 Revised Budget	F.	Total Amend #4	2024-25 Budget per Amend #4
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ -	\$ 50,000	\$ 50,000	\$ 50,000
Refuse Fees	8,526,000	-	-	8,526,000
Cart and Dumpster	225,000	-	-	225,000
Other Revenues	103,600	-	-	103,600
Appropriated Fund Balance	2,371,462	-	-	2,371,462
Total Revenues	\$ 11,226,062	\$ 50,000	\$ 50,000	\$ 11,276,062
APPROPRIATIONS				
Sanitation Fund	\$ 11,226,062	\$ 50,000	\$ 50,000	\$ 11,276,062
Total Appropriations	\$ 11,226,062	\$ 50,000	\$ 50,000	\$ 11,276,062

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

	2024-25 Revised Budget	A.	Total Amend #4	2024-25 Budget per Amend #4
ESTIMATED REVENUES				
Debt Proceeds	\$ 8,218,484	\$ -	\$ -	\$ 8,218,484
Transfer from Debt Project	398,699	-	-	398,699
Special Fed/State/Loc Grant	3,000,000	-	-	3,000,000
Transfer from General Fund	620,000	(400,000)	(400,000)	220,000
Sale of Property	480,000	-	-	480,000
Donations	100,000	(100,000)	(100,000)	-
Total Revenues	\$ 12,817,183	\$ (500,000)	\$ (500,000)	\$ 12,317,183
APPROPRIATIONS				
Fire Station #7	\$ 6,817,183	\$ -	\$ -	\$ 6,817,183
Public Safety Comm. Equipment	5,500,000	-	-	5,500,000
Transfer to Other Funds	500,000	(500,000)	(500,000)	-
Total Appropriations	\$ 12,817,183	\$ (500,000)	\$ (500,000)	\$ 12,317,183

Section IV: 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:

	2024-25 Revised Budget	D.	Total Amend #4	2024-25 Budget per Amend #4
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 15,949,367	\$ 97,155	\$ 97,155	\$ 16,046,522
CARES Act Funding	1,526,923	-	-	1,526,923
Transfer From General Fund	1,802,911	9,716	9,716	1,812,627
Transfer From Pre-1994 Entitlement	27,419	-	-	27,419
Transfer from Other Funds	107,895	-	-	107,895
Other Income	262,893	-	-	262,893
Total Revenues	\$ 19,677,408	\$ 106,871	\$ 106,871	\$ 19,784,279
APPROPRIATIONS				
Personnel	\$ 2,306,650	\$ -	\$ -	\$ 2,306,650
Operating	6,567,079	-	-	6,567,079
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
Energy Efficient Conservation Block Grant	146,850	-	-	146,850
Assistance to Fire Fighters Grant	297,567	106,871	106,871	404,438
USAR	94,000	-	-	94,000
Body Worn Cameras	1,400,000	-	-	1,400,000
Transfer to Other Funds	1,375,877	-	-	1,375,877
Boviet Solar Economic Development	2,666,666	-	-	2,666,666
Total Appropriations	\$ 19,677,408	\$ 106,871	\$ 106,871	\$ 19,784,279

Section V: Estimated Revenues and Appropriations. ARPA Fund, of Ordinance #21-053 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2024-25 Revised Budget	E.	Total Amend #4	2024-25 Budget per Amend #4
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 24,689,311	\$ -	\$ -	\$ 24,689,311
Total Revenues	\$ 24,689,311	\$ -	\$ -	\$ 24,689,311
APPROPRIATIONS				
CSLRF Project	\$ -	\$ -	\$ -	\$ -
Premium Pay for Employees	282,500	-	-	282,500
BUILD Grant City Match	9,813,000	-	-	9,813,000
E. 4th St. Reconstruction	187,000	(417)	(417)	186,583
Small Business/Non-Profit Assistance	500,000	-	-	500,000
Greenfield Terrace Improvements	252,639	-	-	252,639
Dream Park Community Rec Center	2,631,672	-	-	2,631,672
PW Drainage Pipe Replacement	10,000,000	417	417	10,000,417
Town Common Bulkhead	1,022,500	-	-	1,022,500
Total Appropriations	\$ 24,689,311	\$ -	\$ -	\$ 24,689,311

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

	2024-25 Revised Budget	G.	Total Amend #4	2024-25 Budget per Amend #4
ESTIMATED REVENUES				
Spec Fed/State/Local Grants	\$ 5,448,485	\$ 9,205,611	\$ 9,205,611	\$ 14,654,096
Transfer from Other Funds	13,122,811	-	-	13,122,811
Appropriated Fund Balance	-	9,496,660	9,496,660	9,496,660
Total Revenues	\$ 18,571,296	\$ 18,702,271	\$ 18,702,271	\$ 37,273,567
APPROPRIATIONS				
South Elm Culvert Replacement	\$ 8,651,963	\$ -	\$ -	\$ 8,651,963
Cedar Greenbriar	1,240,000	-	-	1,240,000
St. Andrews Streambank	627,879	-	-	627,879
Corey Road Detention	8,051,454	-	-	8,051,454
East Firetower Road	-	18,702,271	18,702,271	18,702,271
Total Appropriations	\$ 18,571,296	\$ 18,702,271	\$ 18,702,271	\$ 37,273,567

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

Adopted this 14th day of November, 2024

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk