



Agenda

Greenville City Council

May 9, 2022

6:00 PM

City Hall Council Chambers, 200 West 5th Street

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

- I. Call Meeting To Order**
- II. Invocation - Council Member Litchfield**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. Special Recognitions**
 - 1. Victor Long - Academic Recognition
- 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. Consent Agenda

2. Ordinance Enacting and Adopting Supplement #2022-S15 to the City of Greenville Code of Ordinances
3. Resolution Amending the City of Greenville Personnel Policies
4. Recommendation to Apply to the North Carolina Department of Transportation (NCDOT) for the African American Music Trail Public Art
5. Contract award for the 2022 Stormwater Repairs On-Call Contract and approval of Task Order #3 for the Construction Engineering and Inspection (CEI) and Construction Materials Testing (CMT) On-Call Contract
6. Request for Increase to the Contract with The East Group for On-Call Civil Engineering Services
7. Various tax refunds greater than \$100

IX. New Business

8. Presentation of the Proposed Fiscal Year 2022-23 Operating Budgets for the Pitt-Greenville Convention & Visitors Authority, Sheppard Memorial Library, and Greenville Utilities Commission
9. Contract Award to Nature Trails, LLC for the Construction of the Chris Smith Mountain Bike Trails and the Bicycle Skills Park and Pump Track at Wildwood Park
10. First reading of an ordinance requested by the Police Department, Animal Protective Services Unit, to repeal and replace Part II, Title 12, Chapter 2 of the City Code of Ordinances
11. Letter of Intent Between the City of Greenville and Taft Family Ventures Related to the Economic Development of City Owned Property Located at 729 Dickinson Avenue
12. Letter of Intent Between the City of Greenville, Taft Family Ventures, and Stark Holdings, LLC Related to the Economic Development of Both Public and Private Property Located Along the Dickinson Avenue Corridor
13. Budget Ordinance Amendment #10 to the 2021-22 City of Greenville Operating Funds (Ordinance #21-035), Capital Projects Funds (Ordinance #17-024), and Engineering Capital Projects Fund (Ordinance #20-019)

X. Review of May 12, 2022 City Council Agenda

XI. City Manager's Report

XII. Comments from Mayor and City Council

XIII. Adjournment



City of Greenville, North Carolina

Meeting Date: 05/09/2022

Title of Item: Ordinance Enacting and Adopting Supplement #2022-S15 to the City of Greenville Code of Ordinances

Explanation: In accordance with a Codification Agreement (Contract No.1757) dated November 14, 2008, between the City of Greenville and the North Carolina League of Municipalities, along with its code contractor, American Legal Publishing Corporation, the Code of Ordinances was fully revised and updated to include all ordinances adopted through October 8, 2009. Subsequent to this initial revision and update, American Legal Publishing Corporation maintains the City Code by producing periodic supplements to the printed version and hosting/updating an online version of the City Code.

Supplement #2022 S-15 contains all ordinances of a general and permanent nature enacted on or after January 1, 2021, and on or before December 31, 2021.

Fiscal Note: No direct fiscal impact.

Recommendation: Approve the ordinance enacting and adopting Supplement #2022-S15 to the City of Greenville Code of Ordinances.

ATTACHMENTS

 [Ordinance City Code Supplement 2022 S15.pdf](#)

ORDINANCE NO. _____

AN ORDINANCE ENACTING AND ADOPTING SUPPLEMENT NUMBER 2022-S15 TO THE CODE OF ORDINANCES OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed Supplement Number 2022-S15 to the Code of Ordinances of the City of Greenville, North Carolina, which supplement contains all ordinances of a general and permanent nature enacted on or after January 1, 2021, and on or before December 31, 2021; and

WHEREAS, North Carolina General Statute 160A-77 empowers and authorizes the City of Greenville to adopt and issue a code of its ordinances in book form and to adopt supplements.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE:

Section 1. That Supplement Number 2022-S15 to the Code of Ordinances of the City of Greenville, North Carolina, as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, be and the same is hereby adopted by reference as if set out in its entirety.

Section 2. Such supplement shall be deemed published as of the day of its adoption and approval by the City Council of the City of Greenville, and the City Clerk of the City of Greenville, North Carolina, is hereby authorized and ordered to insert such supplement in the copy of the Code of Ordinances kept on file in the Office of the City Clerk.

Section 3. This ordinance shall become effective upon its adoption.

This the 9th day of May, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 05/09/2022

Title of Item: Resolution Amending the City of Greenville Personnel Policies

Explanation: The proposed resolution amends Article VII (Employee Benefits) of the City of Greenville Personnel Policies by adding Section 25.1 as shown on the attachment.

In accordance with N.C.G.S. § 143-166.43, titled *Separation buyouts for law enforcement officers*, any local government employer, may, in its discretion, offer a lump sum separation buyout to a law enforcement officer who leaves employment prior to reaching the officer's eligibility for a separation allowance under Article 12D, Chapter 143 of the North Carolina General Statutes. The City of Greenville, a local government employer, has elected to offer a buyout to qualifying officers as provided in the attachment.

Fiscal Note: None

Recommendation: Adopt the resolution amending the City of Greenville Personnel Policies

ATTACHMENTS

 [Resolution amending the Personnel Policies May 2022.pdf](#)

RESOLUTION NO. _____
A RESOLUTION AMENDING THE CITY OF GREENVILLE PERSONNEL POLICIES

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, RESOLVES:

Section 1. The City of Greenville Personnel Policies is hereby amended by adding Section 25.1 to Article VII (Employee Benefits) as follows:

SECTION 25.1 Separation Buyouts for Law Enforcement Officers

- (a) **Purpose and Background.** In accordance with N.C.G.S. § 143-166.43, titled *Separation buyouts for law enforcement officers*, any local government employer, may, in its discretion, offer a lump sum separation buyout (“buyout”) to a law enforcement officer (“officer”) who leaves employment prior to reaching the officer’s eligibility for a separation allowance under Article 12D, Chapter 143 of the North Carolina General Statutes. The City of Greenville (“City”), a local government employer, has elected to offer a buyout to qualifying officers as provided herein.
- (b) **Eligibility.** To qualify for the buyout from the City, an officer shall meet all of the following eligibility requirements:
- 1) Not qualify for the special separation allowance as provided in N.C.G.S. § 143-166.42;
 - 2) Have been injured on or after January 1, 2021 while performing duties and acting within the course and scope of employment as an officer with the City;
 - 3) Have completed at least 10 continuous years of creditable service as a law enforcement officer with the City immediately preceding the date of injury;
 - 4) Have applied for and received workers’ compensation benefits in accordance with the North Carolina Workers’ Compensation Act as a result of injuries incurred on or after January 1, 2021 while performing duties as an officer with the City; and
 - 5) Have applied for and been approved for disability retirement by the Local Governmental Employees’ Retirement System (LGERS) as a result of injuries incurred on or after January 1, 2021 while performing duties as an officer with the City.
- (c) **The Buyout.** The buyout shall be paid based upon a pro rata calculation and in a one-time lump sum from funds available. The buyout shall not exceed the total that would

otherwise be paid had the officer been eligible for the special separation allowance as provided in N.C.G.S. § 143-166.42. The buyout shall be calculated as follows:

Step #1: Calculate Potential Maximum

$$\begin{array}{r} \text{Annual base rate of compensation} \\ \times \\ 0.85\% \\ \times \\ \text{Years of creditable service as an officer with the City} \\ \times \\ \text{Years to age 62} \\ = \\ \text{Potential Maximum} \end{array}$$

Step #2: Calculate Pro Rata Percentage

$$\begin{array}{r} \text{Years of creditable service as an officer with the City} \div 30 \text{ year service retirement} \\ = \\ \text{Pro Rata Percentage} \end{array}$$

Step #3: Calculate Pro Rata Buyout Amount

$$\begin{array}{r} \text{Potential Maximum} \\ \times \\ \text{Pro Rata Percentage} \\ = \\ \text{Pro Rata Buyout Amount} \end{array}$$

Buyout Example: The qualifying officer is 40 years old with 15 years of continuous creditable service with the City as an officer.

Annual base rate of compensation	\$66,622.40
x 0.85%	\$566.29
x 15 years of creditable service	\$8,494.36
x 22 years to age 62	\$186,875.83 (Potential Maximum)

15 years of creditable service \div 30 year service retirement = .50 (Pro Rata Percentage)

\$186,875.83 x .50 = \$93,437.92 (Pro Rata Buyout Amount)

In this example, the law enforcement officer would qualify for a one-time lump sum separation buyout of \$93,437.92.

For purposes of the buyout, years of creditable service shall be calculated beginning with the first day actually worked as an officer with the City until the last day actually worked as an officer with the City.

The annual base rate of compensation shall not include overtime, off-duty assignment pay, benefits, or other pay elements other than the base rate.

- (d) The qualifying officer shall receive the lump sum separation buyout as a one-time cash payment, and shall not be permitted to transfer the lump sum separation buyout to LGERS or the Teachers' and State Employees' Retirement System (TSERS)
- (e) The buyout (benefit described herein) is retroactive to January 1, 2021, thereby applicable to qualifying current and former officers employed with the City as of January 1, 2021.
- (f) The buyout is in addition to any other eligible benefit that the officer is entitled to receive.

Section 2. All inconsistent provisions of former resolutions or policies are hereby repealed.

Section 3. This resolution shall be effective upon its adoption.

ADOPTED this the 9th day of May, 2022.

P.J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk

Doc. #1163981



City of Greenville, North Carolina

Meeting Date: 05/09/2022

Title of Item: Recommendation to Apply to the North Carolina Department of Transportation (NCDOT) for the African American Music Trail Public Art

Explanation: Greenville and Pitt County are part of the African American Music Trails of Eastern North Carolina, as well as the African American Cultural Trails of Greenville-Pitt County. This public art project is proposed to be located in the recessed archways of the north side of the 10th Street Connector Overpass (at the end of Albemarle Avenue, in the grassy area owned by NCDOT next to Dickinson and Grande Avenues).

The overall concept will be to celebrate the incredible African American music heritage in Greenville and Pitt County. The designs will either be painted or digitally printed on an aluminum sheet material that will be mounted in the recessed archways. Members of the Black Creatives of Pitt County and other celebrated African American visual artists will be encouraged to apply for the design component through a Request for Qualifications process that will occur upon approval from NCDOT for the basic logistics of the project. Once an artist is chosen, the design will be recommended to the City Council and then to NCDOT for approval.

The Pitt County Arts Council and the Civic Arts Committee will work with Greenville Public Works Department and NCDOT for the logistics and proper process for design, placement, and implementation.

The location is owned by NCDOT, and the City of Greenville maintains the space. The City will have to approve the submission of an application to place public art on this location and continue to maintain the space.

The Civic Arts Committee and Board of Directors have approved the project; however, in Phase 2 they will also approve the final design which will come back to City Council and NCDOT in late summer or early fall of 2022.

Fiscal Note: There is no fiscal impact to the City of Greenville

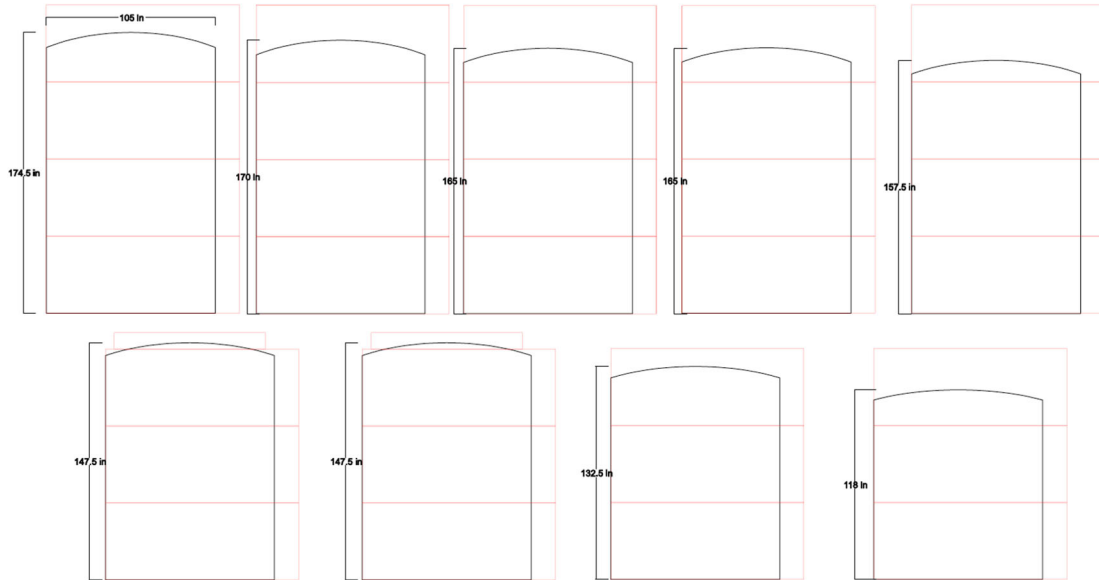
Recommendation: To approve the application to NCDOT for the logistics of this public art project. The Civic Arts Committee will come back to City Council later in 2022 seeking approval of the actual design.

ATTACHMENTS

 [NCDOT Public Art Application_Recommendation_5_9_22.pdf](#)

based on using 4' x 10' sheets of 3mm ACM

— = arch way shape
— = panel layout





City of Greenville, North Carolina

Meeting Date: 05/09/2022

Title of Item: Contract award for the 2022 Stormwater Repairs On-Call Contract and approval of Task Order #3 for the Construction Engineering and Inspection (CEI) and Construction Materials Testing (CMT) On-Call Contract

Explanation: The 2022 Stormwater Repairs On-Call Contract was advertised for bids on March 4, 2022, with the bid opening scheduled for April 6, 2022. Only one bid was received. Per state statute, staff rejected the one bid received and scheduled a second bid opening for April 14, 2021. One bid was received by Trader Construction Company of New Bern, NC. The bid was deemed Non-Responsive by the City due to the Bid-Tab Unit Price not following contract specifications.

A third bid opening was scheduled for April 26, 2022. One bid was received with the lowest responsive, responsible bid submitted by Trader Construction Company of New Bern, NC, in the amount of \$1,628,673.00.

The contract provides for repairs and replacement of stormwater pipes, as well as cast in place lining and spin cast maintenance of underground existing pipe systems in Greenville. A bid summary and list of the project locations to be completed is attached.

Task Order #3 under the City's CEI and CMT On-Call Contract provides inspection and materials testing services for the 2022 Stormwater Repairs On-Call Contract. The estimated cost for this task order is \$455,620.95.

Fiscal Note: The proposed budget for the 2022 Stormwater Repairs On-Call Contract, including a 20% contingency, is \$1,954,407.60, and the contract amount for Task Order #3 is \$455,620.95. Both contracts will be funded through the Stormwater Utility Fund as approved by City Council.

Recommendation: City Council award the contract for the 2022 Stormwater Repairs On-Call Contract to Trader Construction Company of New Bern, NC for the base bid plus contingency in the amount of \$1,954,407.60, and approve Task Order #3 under the on-call contract with RK&K in the amount of \$455,620.95.

ATTACHMENTS

-  [2022 Stormwater Repairs On-Call Contract Bid Summary.pdf](#)
-  [2022 Stormwater Repairs On-Call Contract Base Bid Locations.pdf](#)

2022 Stormwater On-Call Repairs Contract

BID SUMMARY SHEET

City of Greenville, North Carolina

Engineering Division

Bid Opening: April 26, 2022 @ 2:00 p.m.

<i>Contractor</i>	<i>Rec'd Addendums 1, 2 & 3</i>		<i>5% Bid Bond</i>		<i>M/WBE Submitted</i>		<i>NCA Form Submitted</i>		<i>Total Base Bid</i>
	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	
Trader Construction Company	X		X		X		X		\$1,628,673.00

2022 Stormwater Repairs On-Call Contract

List of Base Bid Locations

Street	From	To
Sherwood Drive	SE Greenville Blvd	Oakview Dr.
W 14th Avenue	Douglas Ave.	Str. No. TRMB04113
Deer Creek Lane	Countrydown Dr.	Whitetail Ct.
Cotanche Street	10 th St	Reade Circle
Greenwood Drive	127 Greenwood Dr	305 Greenwood Dr
S Overlook Drive	1206 S Overlook Drive	
Cadenza Street	3308 Cadenza Street	
Landmark Street	3309 Landmark Street	
W Dudley Street	234 W Dudley Street	
Melody Lane	1000 Melody Lane	
Westview Drive	3002 Westview Drive	



City of Greenville, North Carolina

Meeting Date: 05/09/2022

Title of Item: Request for Increase to the Contract with The East Group for On-Call Civil Engineering Services

Explanation: On September 9, 2021, Council approved a contract for On-call Civil Engineering services to supplement internal professional engineering staff in developing and executing Capital Improvement Projects. This contract was approved with a total compensation not to exceed \$500,000 for services over a two-year period, with a possible one-year extension.

In the approximately eight months since contract approval, design services are underway, or scopes of work are being developed, that will expend over half of the not-to-exceed amount.

Due to deadlines associated with expenditure of American Rescue Plan Act (ARPA) funds, utilizing this contract to provide design services for ARPA funded projects will streamline the process for design once the projects are approved by Council. To incorporate design services for upcoming ARPA projects into the On-call contract, it is necessary to increase the not-to-exceed amount. Staff recommends increasing the threshold to \$1,000,000. This threshold is not a guarantee of work; it is a not-to-exceed amount. Task orders will be utilized to perform work under the contract, and will be executed in accordance with City purchasing policy.

Fiscal Note: Funds for each work order come from the Engineering Department's budget, from approved Capital Improvement Program projects, and from ARPA funds once approved by Council. The new maximum value of the contract will be \$1,000,000 over the term of the contract.

Recommendation: Approve the increase to the contract for on-call civil engineering services with The East Group to an amount not to exceed \$1,000,000 over the term of the contract.



City of Greenville, North Carolina

Meeting Date: 05/09/2022

Title of Item: Various tax refunds greater than \$100

Explanation: 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.

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

Payee	Adjustments Refunds	Amount
Glenda Jackson Cannon	Individual Property Taxes	167.08
Olesia Shonae Peterson	Individual Property Taxes	225.14
Dannie Richard McLawhorn	Registered Motor Vehicle	118.18
Courtney Leigh Brinkley	Registered Motor Vehicle	126.40
Brian Alvin Walker	Registered Motor Vehicle	165.36
Kenneth Danile Grotjan II	Registered Motor Vehicle	146.15
Naguala Tanigua Thomas	Registered Motor Vehicle	165.54
Jacqueline Ann Pisanelli	Registered Motor Vehicle	103.36
John Daniel Tolson	Registered Motor Vehicle	424.74
Jason Scott Brown	Registered Motor Vehicle	299.97
Whitney Monique Winstead	Registered Motor Vehicle	163.06
Dae Hung Baek	Registered Motor Vehicle	175.84
Michael Vance Overton	Registered Motor Vehicle	1,141.69
Gary Lenn Davis	Registered Motor Vehicle	114.34
Emily Howe Hihn	Registered Motor Vehicle	130.26
Peggy Rose Rock	Registered Motor Vehicle	103.67
Richard Dale Layton	Registered Motor Vehicle	378.99
Joseph Watson Boone	Registered Motor Vehicle	321.78
Marine Alice Turpin	Registered Motor Vehicle	145.42
Charlie David Edwards	Registered Motor Vehicle	114.61
Erica Gabrielle Davenport	Registered Motor Vehicle	229.05

Kathryn Batchelor Albritton	Registered Motor Vehicle	210.16
-----------------------------	--------------------------	--------

Fiscal Note: The total refunded is \$5,170.79

Recommendation: Approval of taxes refunded by City Council



City of Greenville, North Carolina

Meeting Date: 05/09/2022

Title of Item: Presentation of the Proposed Fiscal Year 2022-23 Operating Budgets for the Pitt-Greenville Convention & Visitors Authority, Sheppard Memorial Library, and Greenville Utilities Commission

Explanation: During the May 9, 2022 City Council meeting, representatives from the following agencies will present their Proposed Operating Budgets for the 2022-23 Fiscal Year:

- Pitt-Greenville Convention & Visitors Authority
- Sheppard Memorial Library
- Greenville Utilities Commission

A breakdown of each agency's Proposed Operating Budget is included as an attachment with this agenda item.

In compliance with Section 160A-148(5) of the North Carolina General Statutes, the City Council will hold a public hearing on Thursday, May 12, and consider adopting the annual budget ordinance on Monday, May 23.

Fiscal Note: The final amount of each of the budgets presented will be determined by City Council action at the May 23, 2022, City Council meeting.

Recommendation: Receive presentations on the Proposed Fiscal Year 2022-23 Operating Budgets and provide feedback and direction.

ATTACHMENTS

- 📄 [2022-2023 CVA Budget Letter.pdf](#)
- 📄 [FY 22-23 CVA Budget.pdf](#)
- 📄 [City Documents for the 2022-2023 Budget Publication.pdf](#)
- 📄 [GUC Budget Packet 22-23.pdf](#)



GREENVILLE-PITT COUNTY
CONVENTION & VISITORS BUREAU

April 15, 2022

Dear Mayor, Mayor Pro-Tem, and Members of City Council:

The Convention & Visitors Authority, in conjunction with its hospitality partners, has made steady progress towards the goal of bringing travel and tourism back to pre-pandemic levels to Greenville-Pitt County. While leisure and sport tourism travel have recovered from the effects of COVID-19, the meeting, convention, and corporate markets have not fared as well. During the 2022-2023 fiscal year, the Convention & Visitors Bureau will work hard to bring these markets back while expanding opportunities for additional sports and leisure travel to Greenville.

The cornerstone of the 2022-2023 CVA budget is centered on achieving our established goals and objectives as set forth by the CVA Board of Directors and CVB staff. Our main focus will be bringing travel and tourism expenditures back to pre-pandemic levels. The CVB will concentrate on recapturing postponed and cancelled events in the meetings and convention markets while growing sports tourism and leisure visitation. In addition, our office will focus on the outdoor recreational tourism market by promoting our parks and trails. We also plan to add new content and stops to the Greenville-Pitt County African American Cultural Trail.

The Convention and Visitors Bureau's 2022-2023 budget is based on projected revenue from the hotel-motel occupancy tax collections. Currently, we are projecting a 59% increase in collections for the fiscal year. When comparing this year's budget forecast to our last year of collections that was not affected by COVID, the 2022-2023 budget is based on a 10% decrease in collections.

Our budget reflects the use of some fund balance, and a one-time payment of \$100,000 from the CVA's capital reserve account. The Greenville-Pitt County Sports Commission, which falls under the CVA's overall budget, will receive its annual payment from the capital reserve account as well. This assistance will allow the CVB to add one full-time staff member in the fall of 2022. The addition of this staff member will bring the CVB back to its pre-pandemic staffing level.

This proposed budget has been approved by our CVA Executive Committee, CVA Board of Directors, and is ready for consideration by the Greenville City Council. The CVA appreciates your support and looks forward to working with each member to make Greenville-Pitt County a preferred destination for conventions, meetings, reunions, events, and leisure travel.

Sincerely,

A handwritten signature in black ink that reads 'Andrew D. Schmidt'.

Andrew D. Schmidt, CDME, CHME, MPA
Executive Director

<u>ACCOUNT DESCRIPTION</u>		FY2023
		MGR REQ
OCCUPANCY TAX	\$	800,238.28
1% OCCUPANCY TAX	\$	400,119.13
CAPITAL RESERVE/SC	\$	325,000.00
INT/INVEST EARNINGS	\$	583.89
APPROPRIATED FUND BAL	\$	98,416.91
CAPITAL RESERVE/CVB	\$	100,000.00

TOTAL CVB REVENUES	\$	1,724,358.21
---------------------------	-----------	---------------------

ACCOUNT DESCRIPTION

SALARIES-PERMANENT	\$	448,050.00
SALARIES-PART TIME	\$	48,000.00
FICA EXPENSE	\$	40,882.35
GROUP LIFE	\$	2,000.00
RETIREMENT	\$	24,533.00
HEALTH/DENTAL INSURANCE	\$	115,065.00
WORKERS COMP	\$	1,000.00
UNEMPLOYMENT COMP	\$	-
401K REGULAR EMP	\$	5,640.00
WELLNESS INCENTIVE	\$	1,800.00

*PERSONNEL	\$	686,970.35
-------------------	-----------	-------------------

PRINTING	\$	41,027.11
TRAVEL/TRAINING	\$	110,000.00
MAINTENANCE & REPAIR	\$	3,000.00
SUPPLIES & MATERIALS	\$	5,000.00
CONTRACTED SERVICES	\$	115,000.00
COST OF COLLECTION	\$	17,806.62

DUES/SUBSCRIPTIONS	\$	28,000.00
ADVERTISING	\$	200,000.00
POSTAGE	\$	7,000.00
TELEPHONE/CELL ALLOWANCE	\$	3,500.00
RENT	\$	41,735.00
UTILITIES	\$	2,500.00
GENERAL INSURANCE LIAB.	\$	1,200.00
DIR./OFFICERS LIAB. INS.	\$	1,500.00
CONTINGENCY	\$	5,000.00
CONVENTION CTR MARKETING	\$	400,119.13
CONVENTION INCENTIVES	\$	15,000.00
TOURISM PROJECTS/SPONSOR	\$	40,000.00
*OPERATING	\$	1,037,387.86
GCC MARKETING RESERVE		
YTD Variance		
TOTAL CVB EXPENSES	\$	1,724,358.21

SHEPPARD MEMORIAL LIBRARY

FY 2022-2023 Budget



BOARD OF TRUSTEES

Tracy Stroud, Chair

Ralph Scott, Vice-Chair

Terry Atkinson

Dorothy Muller

Lisa Mulligan

Patricia Rawls

Veronica Roberson

Rick Smiley


Ray Spears

Chris Ulffers

Lauren White

Greg Needham, Library Director / Executive Secretary to the Board of Trustees

To: Ann Wall, City Manager
 Michael Cowin, Assistant City Manager
 Byron Hayes, Director of Financial Services
 Shelley Z. Leach, Financial Analyst

From: Greg Needham, Director of Libraries 

RE: 2022-2023 Budget

Attached is the 2022-2023 Sheppard Memorial Library budget request to the City of Greenville. Sheppard Memorial Library requests \$1,408,535 for the FY 2022-2023 general operating budget, and \$53,333 in capital funds needed to replace HVAC controls.

The total amount of funding requested from Pitt County is \$640,335, and we are also asking the County to provide \$26,667 in capital funds to share the cost to replace the HVAC controls system. State Aid is projected at \$187,393 from the State Library of North Carolina.

I appreciate the opportunity to submit this budget request to the City of Greenville, and I will be glad to answer any related questions you may have.

Thank you for your consideration.

THE SHEPPARD MEMORIAL LIBRARY SYSTEM

The Sheppard Memorial Library system consists of the main library, the Pitt County Bookmobile, and four branch facilities. The main library and two of the branches are located in the City of Greenville, one branch is located in the Town of Winterville, and another branch is located in the Town of Bethel. Operating funds for the libraries in Greenville and the Pitt County Bookmobile are funded by the City of Greenville and Pitt County. Operating costs for libraries in Winterville and Bethel are paid for by those towns, as well as support from Pitt County, and by revenues generated from the operation of these facilities. The Sheppard Memorial Library system receives the Pitt County appropriation of State public library funding because it is recognized as the county library system.

MISSION STATEMENT FOR 2021 – 2026

VISION

Sheppard Memorial Library is a reliable gateway to materials, services, and resources that serve the informational, recreational, intellectual, and creative pursuits of the individual and the community. It provides a welcoming community space (both virtual and real) for the free flow of ideas and for the preservation of the community's heritage. It is recognized throughout eastern North Carolina as significantly enhancing the economic vitality and the quality of life in the area.

MISSION STATEMENT

Sheppard Memorial Library promotes the joys of reading, life-long learning, creativity, and economic growth. It collects and maintains diverse, comprehensive knowledge resources which nourish enlightenment, critical thinking, literacy, and understanding throughout the region.

In an era of consistent change, Sheppard Memorial Library offers stability and reliability to its community.

The library's primary mission is to provide high-interest material in a variety of formats and locations thereby allowing access and use of its collections and resources by as many individuals as possible.

The library supports both formal and informal educational endeavors of persons in the community. It particularly supports reading and learning for children and assisting students in meeting objectives established during formal courses of study.

The library aggressively seeks to add to the knowledge infrastructure of Pitt County in order to support the vitality of our knowledge-based economy. In this way it contributes to the economic development and sustainability of the community.

The library's staff is composed of highly effective information specialists who assist library users in locating authoritative, timely, non-biased information among the myriad of possible sources. They aid persons in finding answers to everyday problems as well as issues that move beyond facts and data to knowledge and enlightenment.

***NOTE ON LIBRARY OPERATIONS DURING COVID19**

The library's operations have been significantly impacted by the pandemic, which caused temporary closure to the public in March of 2020, followed by reopening and expanding service as safety protocols were developed and service adaptations were implemented. Preparations and adaptations are in place to enable the library to continue to expand (or if necessary to contract) service going forward depending upon the progress of the fight against the virus. Unavoidably, elements of the five-year plan have been impacted by our adaptations during COVID19. Silver linings of the pandemic exist, and service enhancements have been implemented, as for example the addition of virtual children's programming and curbside service. This five-year plan, as ever, constantly evolves!

GOALS

The library system will provide welcoming physical public spaces that foster a sense of community, encourage the free flow of ideas, increase the availability of resources, and add to the information infrastructure of Greenville and Pitt County.

The library system will provide welcoming virtual public spaces that foster a sense of community and enrich the information base of the service area.

The library system will offer its service community a rich array of programs that foster intellectual activity, promote the joys of reading, and encourage life-long learning and creativity.

The library offers comprehensive knowledge resources which nourish enlightenment, critical thinking, literacy, and understanding throughout the region. The library's collections provide a variety of high interest material in a variety of formats and locations thereby allowing access and use of its collections and resources by as many individuals as possible.

The library's staff is composed of well-trained, service-oriented, employees who effectively assist library users in locating authoritative, timely, non-biased information among a myriad of possible sources. They aid persons in finding answers to everyday problems as well as issues that move beyond facts and data to knowledge and enlightenment.

Quality library service is not free; the Library will actively seek sources of revenue to fulfill its mission. These sources of revenue will include public and private sources.

Sheppard Memorial Library will reach out to the other public and institutional libraries in the community to enhance the service for all library users in Greenville and Pitt County.

Recognizing the vital role of technology in today's library world, Sheppard Memorial Library will provide current state-of-the art means of information delivery.

Recognizing the vital role of communications in alerting the public to services and resources, the Library will reach out through the media and other means to inform the public about its offerings.

Sheppard Memorial Library General Fund 2022-2023 Budget

REVENUE	May 2021 FY 20-21 Library Board Approved Budget	March 2022 FY 21-22 Library Board Approved Budget	March 2022 FY 22-23 Library Board Approved Budget
City of Greenville	\$1,337,299	\$1,367,510	\$1,408,535
County of Pitt	\$613,819	\$621,684	\$640,335
County of Pitt - Bethel/Winterville	\$12,000	\$12,000	\$12,000
Town of Bethel	\$21,108	\$21,108	\$21,108
Town of Winterville	\$165,300	\$163,500	\$168,400
State Aid	\$196,483	\$187,393	\$187,393
Desk Receipts	\$28,101	\$53,000	\$55,000
Interest Income	\$11,400	\$4,700	\$4,500
Miscellaneous Inc.	\$28,000	\$17,200	\$10,000
Greenville Housing Authority	\$10,692	\$10,692	\$10,692
Grant – LSTA Planning Grant	\$0	\$0	\$20,000
Capital – Pitt County – HVAC & Roof	\$0	\$95,000	\$26,667
Reserved Capital - City – HVAC @ Main	\$150,000	\$150,000	\$53,333
Reserved Capital – City - HVAC @ East	\$20,000	\$20,000	\$0
Reserved Capital – City - Slate Roof	\$40,000	\$40,000	\$0
SML Fund Balance & Capital	\$60,000	\$75,311	\$113,690
TOTAL REVENUE	\$2,694,202	\$2,839,098	\$2,731,653

EXPENDITURES			
Personnel	\$1,523,245	\$1,584,044	\$1,598,733
Operations	\$825,265	\$866,246	\$925,478
Greenville Housing Authority	\$10,692	\$10,692	\$10,692
Capital – Main HVAC	\$175,000	\$214,250	\$166,750
Capital – Vehicle with Lift Gate	\$0	\$0	\$30,000
Capital East HVAC	\$40,000	\$34,096	\$0
Capital – Carver HVAC	\$60,000	\$35,018	\$0
Capital – Shelving	\$0	\$27,694	\$0
Capital – Slate Roof	\$60,000	\$67,058	\$0
TOTAL EXPENDITURES	\$2,694,202	\$2,839,098	\$2,731,653



Greenville Utilities Commission Board of Commissioners
Greenville City Council
Customers of Greenville Utilities

Ladies and Gentlemen:

Greenville Utilities Commission (GUC) is pleased to present the FY 2022-23 Budget that was developed using the values and objectives identified in our “Blueprint – GUC’s Strategic Plan.” At the core of everything we do is a focus on facilitating regional growth, safely providing reliable and innovative utility solutions, and providing exceptional customer service.

GUC provides retail electric, water, sewer, and natural gas services, and also provides wholesale water and sewer services to some surrounding communities. Providing these utility services differentiates GUC from many other utilities around the country.

Executive Summary

The Commission’s budget maintains several key financial metrics including debt-service coverage ratios, fund balance (as defined by the NC Local Government Commission), and days cash on hand. These metrics are reviewed for each fund and at the enterprise level. Maintaining these metrics at the fund level ensures the long-term sustainability of GUC to continue meeting its mission and future financial objectives.

Guiding all budgetary decisions is GUC’s Strategic Plan, which emphasizes our commitment to provide exceptional service while maintaining a viable financial position. The Commission utilizes Key Performance Indicators at the corporate level on a consistent basis to monitor our effectiveness in implementing the objectives identified in the Strategic Plan. Therefore, GUC’s budget goals are designed to achieve the following:

- Safely provide reliable utility solutions at the lowest reasonable cost
- Provide exceptional customer service in an environmentally responsible manner
- Position GUC to achieve greater efficiencies
- Continue to meet regulatory requirements
- Minimize rate increases
- Avoid future rate shock
- Maintain Key Performance Indicators for each fund
- Be operationally and financially prepared for emergency situations
- Be prepared for growth and expansion opportunities
- Preserve and/or improve bond ratings
- Support economic development in our community

The balancing process for the budget addressed several areas, including the review and analysis of the following:

- All four funds ability to be self-supporting on a sustained basis
- Continued investment in infrastructure
- Appropriate timing of expenditures for capital projects
- Revenues
- Personnel and staffing
- Cost-saving opportunities
- The updated financial models, with a focus on keeping rates as affordable as possible, while maintaining financial stability

Highlights of the FY 2022-23 proposed budget are listed below:

- Expenditures budgeted for FY 2022-23 have increased by 3.2%, or \$8.6M, when compared to the FY 2021-22 budget. Key points are:
 - \$6.8M increase in operations
 - \$482K decrease in purchased power
 - \$1.9M increase in capital outlay
 - \$1.6M increase in purchased gas
 - \$584K decrease in debt service
 - \$350K decrease in transfers to capital projects
 - \$650K decrease in transfers to rate stabilization
- No rate adjustment for the Electric Fund
- 3.1% rate increase for the Water Fund, a 3.5% reduction from last year's forecast
- No rate adjustment for the Sewer Fund
- 2.7% rate increase for the Gas Fund, a 2.7% increase from last year's forecast
- Funding for a 4% employee merit/market adjustment
- Funding for a 3% increase in salaries as the result of upcoming pay study
- Continuation of a self-insured health insurance plan which includes a high deductible Health Savings Account option
- Continuation of self-insured dental insurance plan
- Funding to hire replacements prior to the retirement of key personnel to facilitate succession planning, leverage the knowledge and experience of long-term employees for training on critical issues and ensure smooth transitions
- Eight new permanent positions and one new part-time intern position to address increased workload
- Continuation of investment in the Greenville ENC Alliance to promote economic development in our region
- Transfer to Other Post-Employment Benefits (OPEB) of \$500K
- Transfer of \$150K to City's Housing Energy Conservation Program
- Investment of \$14.6M for capital outlay to maintain system reliability and comply with regulatory requirements

- Annual turnover or transfer of \$7.0M to the City of Greenville in accordance with the Charter issued by the North Carolina General Assembly

Highlights of the FY 2022-23 capital budget are listed below:

- GUC continues to make investments in capital projects to maintain reliability, meet ongoing regulatory requirements, and remain strategically positioned to facilitate growth. To that end, in FY 2022-23, GUC will be establishing capital projects totaling \$8.0M.

Key Factors Affecting the FY 2022-23 Budget

As the Commission begins its 117th year of providing utility services, many challenges and opportunities present themselves regarding the development of the budget.

Commodity Costs

The largest expenditures in the 2022-23 budget are for the purchased commodities of electricity and natural gas. Ensuring a constant, steady, and reasonably priced supply of power and natural gas is one of the most important challenges.

The supply of electricity is influenced by many factors including the cost of fuel for generation, the availability of that supply, and other economic and international events. Power supply can often be impacted by outages at nuclear plants, unplanned maintenance and repairs for reactors and generators, and price fluctuations in fossil fuels. The delivery of electricity to the Commission through long transmission lines can be impacted by damages caused by weather or other factors.

The supply of natural gas for the Commission, which is primarily dependent on sources located in the Gulf of Mexico, offers challenges as well. Weather is always a factor in the delivery of utility services. Events, such as hurricanes and winter storms, can impact the flow of natural gas to our area and can result in higher purchase prices and delivery costs for the commodity. Interruptions or price spikes impact costs, and can also impact revenues as consumers often use less gas as prices rise. We will continue to monitor market prices prior to the final adoption of the Budget and make adjustments as needed.

To address these issues, the Commission has entered into contracts to receive and provide a constant and steady supply of electricity. Additionally, at several customer sites, there are peak-shaving generators the utility uses to offset periods of heavy load. Mutual aid contracts are in place with other utilities to offer assistance when major weather events cause disruptions.

The Gas Fund operates a liquefied natural gas plant to inject natural gas into the system during periods of high usage. This fuel is shipped to the plant by truck and may provide an alternative for a portion of customer demand, as needed.

Bethel Water & Sewer Merger

The Town of Bethel, NC has been a GUC wholesale sewer customer since 1999 and wholesale water customer since 2005. With only approximately 650 connections and significant system performance issues in need of mitigation, the cost of operating and maintaining the water and sewer systems became unsustainable for the Town. The Town received State support to pursue an initial O&M agreement with GUC, followed by a merger of the water and sewer systems with GUC's systems. A \$4.5 million grant was awarded by the State to be used for making the repairs and improvements necessary to bring the performance of the water and sewer systems into compliance with GUC's standards. In April 2021, Bethel and GUC entered into an agreement to transfer ownership of the Bethel water and sewer systems to GUC.

The merger enabled immediate reductions in Bethel area customer water and sewer bills ranging from 24% to 27%.

Change in Rates

To support GUC's effort to continue to provide exceptional customer service while maintaining key financial performance metrics, several rate increases are necessary for FY 2022-23 implementation. The water rate plan approved in FY 2018 to support funding of the water treatment plant upgrade and distribution system improvements projects will be resumed with the implementation of the third of four rate increases included in the plan. Monthly bills for residential customers using 6 kGal will increase 3.1%. Gas base rates will be increased for the first time since FY 2008. The typical residential gas customer bill will increase 2.7%. No rate increases are proposed for electric or sewer customers.

Capital Investment

The Commission serves more than 167,300 customer connections across all four operating funds. With local economic development on the rise in our service areas, the utility is preparing for increased customer growth within the operating systems. Continuous customer growth places new demands on the capacities of the systems and requires infrastructure extensions and capacity expansions, and increased investments in capital spending. Capital spending, and the associated debt required to finance the strategic investment in infrastructure, is a major driver of the budgeting process and impacts rates for all funds.

The Commission's capital improvements planning and project prioritization program supports department level project planning and enables the assessment of each project's alignment with the Commission's long-term vision and strategic plan. Strategic alignment considerations include the enhancement of safety and customer service, promoting the lowest reasonable cost of service, and supporting growth as a regional utility. Functional considerations include asset criticality, reliability, and capacity, and financial evaluations are utilized to determine project impact on revenues, operations and maintenance costs. As part of the annual budget process, five-year financial, capital spending, and capital funding plans are prepared to identify spending needs, planned sources and scheduling of funding.

A new Fleet Maintenance Building is scheduled for completion in late spring. This 22,600 square foot facility located on GUC's new Operations Center site, serves to move the fleet servicing and repair operations out of the flood plain. The state-of-the-art facility will be staffed by 13 team members and is designed to allow full maintenance capabilities to a very diverse fleet of 653 assets including small power equipment, trailers, material movers, light and medium duty passenger and load carrying vehicles, and heavy-duty trucks such as dump trucks, road tractors, boom trucks and buckets. The project's construction phase was scheduled for an 11-month duration with a total design-build project cost of \$7.75 million.

The Commission is also currently implementing a Water Treatment Plant (WTP) expansion project. Since its last expansion in 2002, the customer base and system demand continue to increase. The system is nearing capacity, and an upgrade is now necessary to manage additional demand. The project will expand the water treatment plant from its current capacity of 22.5 million gallons per day (mgd) to 32 mgd to provide sufficient capacity for future economic expansion in the Greenville region.

COVID Impact

On March 11, 2020, the World Health Organization declared a global pandemic following the outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus. The COVID-19 outbreak altered the behavior of businesses and people and affected travel, commerce and financial markets globally.

In response to the pandemic, GUC completed renovations to both customer facing facilities to accommodate four new drive-thru windows at each location. A new payment vendor was contracted and an overhaul of the online account management website was completed in an effort to make online and over-the-phone payments faster, easier, and with lower or eliminated convenience fees. The Commission also worked closely with State and local officials to ensure that COVID-relief funding was properly distributed and applied to customers' bills.

Personnel Funding

The Commission recognizes that employees are the most valuable asset available to the utility. As employees complete their working careers and retire, it is imperative that a new generation is available to continue the high standards of service that define the utility. The Commission began an initiative to identify and train personnel replacements to promote an orderly transition into the future. In addition, the utility has adopted an iLead program to identify and educate employees that are likely to be ready to move into supervisory and management positions within the next 10 years.

In an effort to develop a pipeline of diverse, talented, and prepared employees eligible to earn a North Carolina Certification as a water treatment plant or wastewater treatment plant operator, GUC created the iGrow program, which provides on-the-job training and North Carolina Rural Water Association (NCRWA) Certification classes for current employees.

Operational Excellence

Federal, State and local regulations continue to impact all of the Commission's operating funds. Regulations concerning the siting and construction of new generation plants, reliability standards, homeland security, employee safety, renewable resource mandates, and quality standards are all contributing to costs and will continue to impact rate strategies.

Awards

In 2021, GUC's Electric Department once again received the American Public Power Association's (APPA) highest award, the Reliable Public Power Provider (RP3) Diamond Designation, for providing customers with the highest degree of safe and reliable electric service. Public power utilities must demonstrate proficiency in reliability, safety, workforce development, and system improvement. The Commission's overall system reliability is at 99.5%, which is a testament to the quality work our employees do every day. The designation is good for three years.

The APPA recognized the Commission in 2020 as a Smart Energy Provider (SEP) for demonstrating commitment to and proficiency in energy efficiency, distributed generation, and environmental initiatives that support a goal of providing low-cost, quality, safe, and reliable electric service. The SEP designation, which lasts for two years, recognizes public power utilities for demonstrating leading practices in four key disciplines: smart energy program structure; energy efficiency and distributed energy programs; environmental and sustainability initiatives; and the customer experience. The Commission joins 27 public power utilities nationwide that received the SEP designation. In total, 94 public power utilities nationwide hold the SEP designation.

The WTP recently received two awards in 2020: the North Carolina Area Wide Optimization Award (AWOP) and the national Partnership for Safe Water Directors Award. This marks the fifth year in a row that the WTP has received the State award. The NC Division of Water Resources has included the Commission among the 55 out of 149 water treatment plants in the State honored for surpassing federal and state drinking water standards in 2019. The award recognition is a state effort to enhance the performance of existing surface water treatment facilities. The WTP also received the "Directors Award" from the Partnership for Safe Water. This is a program developed by the Environmental Protection Agency (EPA) and American Water Works Association (AWWA) to guide water suppliers towards improving water quality by optimizing system operations. It is similar in nature to AWOP, but goes a step further with a four-phased approach and a peer review, with Phase IV being the highest level of achievement. The Commission was the only award recipient from North Carolina this year and the eighth water treatment plant from the State to ever receive this prestigious award. The WTP is eligible for this recognition every five years by continuing to provide the required annual reports to the Partnership.

Hats off to our Wastewater Treatment Plant (WWTP) “Smooth Operators” team for making history last Fall when they became the first team in the United States and Canada to place 1st Overall in the brand-new Division III of the Water Environment Federation (WEF) Operators Challenge. The competition showcases how operators and technicians overcome challenges and emergencies. The WEF has developed what is considered the industry’s most rigorous professional development program – the WEFtec Operations Challenge.

GUC’s Public Information Office was recognized by the Association of Marketing and Communication Professionals (AMCP) in 2021 with a gold award for two virtual tour videos produced in 2020. PIO submitted two video entries for the Viddy Awards. The “Water and Wastewater Treatment Plant Tours” won gold in the long form educational category while “Remembering Hurricane Floyd” received an honorable mention in the long form historical category.

Safety is a top priority for GUC. Each year, staff from various departments attend the NC Department of Labor (NCDOL) and Greenville-Pitt County Chamber of Commerce’s annual Safety Banquet to recognize the Commission’s safety record, along with other local businesses. For some departments, this was the 14th consecutive year earning awards. In all, the Commission was honored with seven safety awards in 2021. Gold Level Awards were presented to companies with days away from work, job transfers, or restricted time rates at least 50% below industry average. Awards at this level went to Human Resources and the WWTP (14th year for both), Customer Relations (8th year), Red Banks (7th year), WTP (4th year), Electric Department (2nd year), and Express Office (1st year). NCDOL’s Safety Awards Program was established in 1946 and recognizes private and public firms throughout the state that maintain good safety records.

The Government Finance Officers Association of the United States and Canada (GFOA) presented the Distinguished Budget Presentation Award to GUC for its annual budget for the fiscal year beginning July 1, 2021. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, an operations guide, a financial plan, and a communications device. GUC has received this award for the past six years. The Commission also earned the GFOA Certificate of Achievement for Excellence in Financial Reporting for the twelfth consecutive year. The purpose of the Annual Comprehensive Financial Report is to prepare financial reports of the highest quality for the benefit of its citizens and other parties with a vital interest in the Commission’s finances.

For the eleventh year in a row, the Commission’s Purchasing division received the Sustained Professional Purchasing Award (SPPA), presented by the Carolinas Association of Governmental Purchasing (CAGP). GUC is one of 14 member agencies throughout North Carolina and South Carolina to receive this designation for fiscal year 2021.

Economic Development & Community Involvement

GUC maintains its commitment to supporting growth and economic development initiatives throughout the City of Greenville and Pitt County. The Commission continues to be a sustaining member of the public-private partnership Greenville ENC Alliance to promote economic development in our community.

The Commission continues to be a leader in the community by participating in community sponsored events such as PirateFest, Freeboot Friday, and “Careers In Your Own Backyard” job fairs at our local Pitt County high schools. GUC also participates in the STEM Outreach Program which focuses on educating schools and colleges about the diverse set of science, technology, engineering, and math (STEM) careers that the Commission offers. For the third year in a row, the Commission donated 100 blankets to the Pitt County Council on Aging in an effort to provide relief during the winter months for local residents. During the summer, GUC’s fan donation program provided 100 fans to the Pitt County Department of Social Services and Council on Aging to be distributed to customers in need. To date, GUC has donated over 2,800 fans to needy families in our community. Last Fall, the GUC American Heart Association (AHA) Heart Walk teams raised over \$2,000 for the AHA. Through the participation of GUC teams and other community teams, the Greenville AHA Heart Walk raised over \$37,000. The Commission is also a member of the Greenville-Pitt County Chamber of Commerce and actively participates in chamber-related events.

SUMMARY

The FY 2022-23 balanced budget was developed with the staff’s best effort to control costs, while continuing to provide a high level of service to GUC’s customers. Not only is the budget balanced for the near term, it also includes key components to position GUC for long-term sustainability. This budget supports GUC’s vision to provide safe, innovative, and sustainable utility solutions that serve as the foundation of growth for the Greenville region. GUC is dedicated to enhancing the quality of life for those we serve by safely providing reliable utility solutions at the lowest reasonable cost, with exceptional customer service, in an environmentally responsible manner.

On behalf of the entire staff at GUC, I am pleased to present this budget for FY 2022-23.



Anthony C. Cannon
General Manager/CEO

ORDINANCE NO. 22- _____
 CITY OF GREENVILLE, NORTH CAROLINA
 2022-23 GREENVILLE UTILITIES COMMISSION BUDGET ORDINANCE

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

Section I. Estimated Net Revenues and Fund Balances. It is estimated that the following non-tax revenues and fund balances will be available during the fiscal year beginning July 1, 2022 and ending June 30, 2023 to meet the subsequent expenditures, according to the following schedules:

	<u>Revenues</u>	<u>Budget</u>
A.	<u>Electric Fund</u>	
	Rates & Charges	\$179,718,246
	Fees & Charges	1,346,990
	Miscellaneous	2,707,387
	Interest on Investments	240,000
	Bond Proceeds	217,683
	Transfer from Rate Stabilization	<u>5,000,000</u>
	Total Electric Fund Revenue	\$189,230,306
B.	<u>Water Fund</u>	
	Rates & Charges	\$24,399,360
	Fees & Charges	520,538
	Miscellaneous	265,823
	Interest on Investments	53,000
	Bond Proceeds	<u>19,039</u>
	Total Water Fund Revenue	\$25,257,760
C.	<u>Sewer Fund</u>	
	Rates & Charges	\$24,135,503
	Fees & Charges	485,732
	Miscellaneous	148,207
	Interest on Investments	45,000
	Bond Proceeds	<u>38,078</u>
	Total Sewer Fund Revenue	\$24,852,520
D.	<u>Gas Fund</u>	
	Rates & Charges	\$32,876,444
	Fees & Charges	184,987
	Miscellaneous	173,596
	Interest on Investments	70,000
	Transfer from Rate Stabilization	<u>1,460,000</u>
	Total Gas Fund Revenue	<u>\$34,765,027</u>
	Total Revenues	<u><u>\$274,105,613</u></u>

Section II. Expenditures. The following amounts are hereby estimated for the Greenville Utilities Commission to be expended for managing, operating, improving, maintaining, and extending electric, water, sewer and gas utilities during the fiscal year beginning July 1, 2022 and ending on June 30, 2023, according to the following schedules:

<u>Expenditures</u>	<u>Budget</u>
Electric Fund	\$189,230,306
Water Fund	25,257,760
Sewer Fund	24,852,520
Gas Fund	<u>34,765,027</u>
Total Expenditures	<u><u>\$274,105,613</u></u>

Section III. Capital Improvements. The following Capital Improvements anticipated revenues and project appropriations as listed below in this section are hereby adopted in the fiscal year beginning July 1, 2022.

(a) It is estimated that the following non-tax revenues and long term debt proceeds will be available to fund capital project expenditures that will begin in the fiscal year beginning July 1, 2022.

<u>Capital Projects Revenues</u>	<u>Budget</u>
Electric Fund - Long Term Debt Proceeds	\$4,700,000
Water Fund - Long Term Debt Proceeds	525,000
Sewer Fund - Long Term Debt Proceeds	1,525,000
Sewer Fund - Capital Projects Fund Balance	500,000
Gas Fund - Long Term Debt Proceeds	<u>750,000</u>
 Total Revenues	 <u><u>\$8,000,000</u></u>

(b) The following amounts are hereby appropriated for capital projects that will begin during the fiscal year beginning July 1, 2022.

<u>Capital Projects Expenditures</u>	<u>Budget</u>
FCP10210 New Operations Center - Building 1	\$2,000,000
ICP10211 Customer Care & Billing Software Upgrade	4,500,000
SCP10245 Frog Level Pump Station Improvements	<u>1,500,000</u>
 Total Capital Projects Expenditures	 <u><u>\$8,000,000</u></u>

Section IV: Amendments.

(a) Pursuant to General Statutes 159-15, this budget may be amended by submission of proposed changes to the City Council.

(b) Notwithstanding Subsection (a) above, the General Manager/CEO of Greenville Utilities Commission is authorized to transfer funds from one appropriation to another in an amount not to exceed \$100,000. Any such transfers shall be reported to the Greenville Utilities Commission and the City Council at their next regular meeting and shall be entered in the minutes.

(c) In case of emergency which threatens the lives, health, or safety of the public, the General Manager/CEO may authorize expenditures in an amount necessary to meet the emergency so long as such amount does not exceed the amount in contingency accounts and the expenditure is reported to the Greenville Utilities Commission as soon as possible, and appropriate budget amendments are submitted to the City Council, if necessary, at its next regular meeting.

(d) Capital Projects listed in section III may be amended on an individual project basis.

Section V: Appropriation. The capital project revenue and expenditure authorizations shall extend from year to year until each project is completed.

Section VI: Distribution. Copies of this ordinance shall be furnished to the General Manager/CEO and the Chief Financial Officer of the Greenville Utilities Commission, and the Director of Financial Services of the City of Greenville to be kept on file by them for their direction in the disbursement of funds.

Adopted this the 23rd day of May, 2022.

P. J. Connelly, Mayor

Attest:

Valerie Shiuwegar, City Clerk

ALL FUNDS

	2020-2021 Actual	2021-2022 Budget	2021-2022 Projected	2022-2023 Budget
REVENUE:				
Rates & Charges	\$ 251,303,482	\$ 257,718,774	\$ 261,492,421	\$ 261,129,553
Fees & Charges	2,462,159	2,138,534	2,544,507	2,518,247
U. G. & Temp. Ser. Chgs.	483,860	478,406	399,708	434,348
Miscellaneous	5,415,099	1,943,564	3,860,992	2,880,665
Interest on Investments	641,791	750,000	458,000	408,000
FEMA/Insurance Reimbursement	265,505	-	130,808	-
Bond Proceeds	4,062,187	-	-	274,800
Transfer from Capital Projects	-	-	296,096	-
Transfer from Rate Stabilization	-	2,500,000	1,606,000	6,460,000
	\$ 264,634,083	\$ 265,529,278	\$ 270,788,532	\$ 274,105,613

EXPENDITURES:

Operations	\$ 69,426,844	\$ 75,742,640	\$ 74,593,809	\$ 82,568,039
Purchased Power	123,958,173	134,562,665	128,237,225	134,080,724
Purchased Gas	15,482,952	15,617,414	24,145,768	17,232,532
Capital Outlay	15,968,606	12,704,156	13,294,457	14,598,261
Debt Service	14,763,512	13,122,352	12,821,803	12,537,929
Retirement of Bethel Debt	3,646,883	-	-	-
Repayment of Capacity Fees	1,557,000	-	-	-
City Turnover - General	5,542,118	5,690,643	5,690,652	6,059,364
Street Light Reimbursement	958,023	888,788	960,708	979,944
Transfer to OPEB Trust	500,000	500,000	500,000	500,000
Transfer to Rate Stabilization	1,800,000	650,000	-	-
Transfer to Capital Projects	10,560,022	5,500,000	9,950,000	5,150,000
Operating Contingencies	-	550,620	594,110	398,820
	\$ 264,164,133	\$ 265,529,278	\$ 270,788,532	\$ 274,105,613

ELECTRIC FUND

	2020-2021 Actual	2021-2022 Budget	2021-2022 Projected	2022-2023 Budget
REVENUE:				
Rates & Charges	\$ 171,600,161	\$ 178,868,362	\$ 175,399,535	\$ 179,718,246
Fees & Charges	1,311,559	1,113,196	1,300,522	1,346,990
U. G. & Temp. Ser. Chgs.	467,460	464,806	379,708	414,348
Miscellaneous	4,572,427	1,492,616	3,059,396	2,293,039
Interest on Investments	393,533	450,000	280,000	240,000
FEMA/Insurance Reimbursement	195,117	-	70,637	-
Bond Proceeds	30,077	-	-	217,683
Transfer from Rate Stabilization	-	2,500,000	-	5,000,000
	\$ 178,570,334	\$ 184,888,980	\$ 180,489,798	\$ 189,230,306

EXPENDITURES:

Operations	\$ 30,384,250	\$ 32,256,728	\$ 31,841,911	\$ 34,884,562
Purchased Power	123,958,173	134,562,665	128,237,225	134,080,724
Capital Outlay	10,333,131	8,337,276	8,768,442	9,722,316
Debt Service	4,413,490	4,332,236	4,316,060	4,669,709
City Turnover - General	3,876,969	4,020,920	4,020,924	4,356,852
Street Light Reimbursement	958,023	888,788	960,708	979,944
Transfer to OPEB Trust	275,000	275,000	275,000	275,000
Transfer to Capital Projects	4,204,153	-	1,850,000	-
Operating Contingencies	-	215,367	219,528	261,199
	\$ 178,403,189	\$ 184,888,980	\$ 180,489,798	\$ 189,230,306

WATER FUND

	2020-2021 Actual	2021-2022 Budget	2021-2022 Projected	2022-2023 Budget
REVENUE:				
Rates & Charges	\$ 22,845,024	\$ 23,175,014	\$ 23,575,034	\$ 24,399,360
Fees & Charges	453,734	438,393	577,920	500,538
U. G. & Temp. Ser. Chgs.	16,400	13,600	20,000	20,000
Miscellaneous	270,088	185,348	371,372	265,823
Interest on Investments	67,560	80,000	52,000	53,000
FEMA/Insurance Reimbursement	15,392	-	20,929	-
Bond Proceeds	2,294,153	-	-	19,039
	\$ 25,962,351	\$ 23,892,355	\$ 24,617,255	\$ 25,257,760

EXPENDITURES:

Operations	\$ 14,426,910	\$ 15,718,279	\$ 14,424,539	\$ 16,919,891
Capital Outlay	1,571,693	1,088,430	1,131,064	1,502,110
Debt Service	3,219,003	2,226,903	2,298,948	2,183,442
Retirement of Bethel Debt	2,316,289	-	-	-
Repayment of Capacity Fees	733,067	-	-	-
Transfer to OPEB Trust	75,000	75,000	75,000	75,000
Transfer to Capital Projects	3,522,533	4,750,000	6,500,000	4,500,000
Operating Contingencies	-	33,743	187,704	77,317
	\$ 25,864,495	\$ 23,892,355	\$ 24,617,255	\$ 25,257,760

SEWER FUND

	2020-2021 Actual	2021-2022 Budget	2021-2022 Projected	2022-2023 Budget
REVENUE:				
Rates & Charges	\$ 23,818,227	\$ 23,389,861	\$ 23,972,997	\$ 24,135,503
Fees & Charges	501,385	422,785	486,285	485,732
Miscellaneous	278,119	130,963	174,316	148,207
Interest on Investments	66,225	80,000	51,000	45,000
FEMA/Insurance Reimbursement	41,528	-	20,929	-
Bond Proceeds	1,730,723	-	-	38,078
	\$ 26,436,207	\$ 24,023,609	\$ 24,705,527	\$ 24,852,520

EXPENDITURES:

Operations	\$ 14,320,686	\$ 16,235,945	\$ 16,494,599	\$ 17,780,941
Capital Outlay	2,577,406	1,708,730	1,716,895	1,767,235
Debt Service	5,536,217	5,039,943	4,687,415	4,520,146
Retirement of Bethel Debt	1,330,594	-	-	-
Repayment of Capacity Fees	823,933	-	-	-
Transfer to OPEB Trust	75,000	75,000	75,000	75,000
Transfer to Capital Projects	1,683,336	750,000	1,600,000	650,000
Operating Contingencies	-	213,991	131,618	59,198
	\$ 26,347,172	\$ 24,023,609	\$ 24,705,527	\$ 24,852,520

GAS FUND

	2020-2021 Actual	2021-2022 Budget	2021-2022 Projected	2022-2023 Budget
REVENUE:				
Rates & Charges	\$ 33,040,070	\$ 32,285,537	\$ 38,544,855	\$ 32,876,444
Fees & Charges	195,481	164,160	179,780	184,987
Miscellaneous	294,465	134,637	255,908	173,596
Interest on Investments	114,473	140,000	75,000	70,000
FEMA/Insurance Reimbursement	13,468	-	18,313	-
Bond Proceeds	7,234	-	-	-
Transfer from Capital Projects	-	-	296,096	-
Transfer from Rate Stabilization	-	-	1,606,000	1,460,000
	\$ 33,665,191	\$ 32,724,334	\$ 40,975,952	\$ 34,765,027
EXPENDITURES:				
Operations	\$ 10,294,998	\$ 11,531,688	\$ 11,832,760	\$ 12,982,645
Purchased Gas	15,482,952	15,617,414	24,145,768	17,232,532
Capital Outlay	1,486,376	1,569,720	1,678,056	1,606,600
Debt Service	1,594,802	1,523,270	1,519,380	1,164,632
City Turnover - General	1,665,149	1,669,723	1,669,728	1,702,512
Transfer to OPEB Trust	75,000	75,000	75,000	75,000
Transfer to Rate Stabilization	1,800,000	650,000	-	-
Transfer to Capital Projects	1,150,000	-	-	-
Operating Contingencies	-	87,519	55,260	1,106
	\$ 33,549,277	\$ 32,724,334	\$ 40,975,952	\$ 34,765,027

GREENVILLE UTILITIES COMMISSION
BUDGET BY DEPARTMENT
2022-2023

Department	Electric	Water	Sewer	Gas	Total
Governing Body and Administration	1,348,759	848,759	848,759	848,759	3,895,038
Finance	8,146,286	2,683,509	2,618,002	2,500,142	15,947,938
Human Resources	1,708,751	916,891	875,214	666,830	4,167,685
Information Technology	4,161,069	1,229,233	1,229,233	1,400,624	8,020,157
Customer Relations	3,734,101	249,475	249,475	451,450	4,684,501
Developmental Activities	971,852	-	-	-	971,852
Electric Department	21,800,469	-	-	-	21,800,469
Shared Resources	327,150	104,850	87,300	110,700	630,000
Meter	1,947,233	531,064	531,064	531,064	3,540,424
Water Department	-	11,397,012	-	-	11,397,012
Sewer Department	-	-	12,647,921	-	12,647,921
Gas Department	-	-	-	7,618,468	7,618,468
Utility Locating Service	461,209	461,209	461,209	461,209	1,844,834
Ancillary	144,623,428	6,835,759	5,304,343	20,175,782	176,939,313
Grand Total	189,230,306	25,257,760	24,852,520	34,765,027	274,105,613

2021-2022

Department	Electric	Water	Sewer	Gas	Total
Governing Body and Administration	1,299,705	799,728	799,728	814,728	3,713,889
Finance	6,571,302	2,118,621	2,068,822	2,298,476	13,057,221
Human Resources	1,829,172	981,512	936,899	713,826	4,461,409
Information Technology	4,181,651	1,189,685	1,189,685	1,359,835	7,920,856
Customer Relations	3,598,664	238,634	240,195	449,984	4,527,477
Developmental Activities	824,653	-	-	-	824,653
Electric Department	20,162,777	-	-	-	20,162,777
Shared Resources	36,250	18,750	18,750	21,250	95,000
Meter	1,774,189	483,876	483,876	483,876	3,225,817
Water Department	-	10,660,259	-	-	10,660,259
Sewer Department	-	-	11,891,076	-	11,891,076
Gas Department	-	-	-	6,643,789	6,643,789
Utility Locating Service	315,641	315,644	315,644	315,644	1,262,573
Ancillary	144,294,976	7,085,646	6,078,934	19,622,926	177,082,482
Grand Total	184,888,980	23,892,355	24,023,609	32,724,334	265,529,278

**GREENVILLE UTILITIES COMMISSION
EXPENDITURES BY DEPARTMENT**

Department	2020-2021 Actual	2021-2022 Budget	2021-2022 Projected	2022-2023 Budget
Governing Body and Administration	3,094,101	3,713,889	3,662,286	3,895,038
Finance	12,552,544	13,057,221	13,467,313	15,947,938
Human Resources	3,219,739	4,461,409	4,187,232	4,167,685
Information Technology	6,673,348	7,920,856	7,172,229	8,020,157
Customer Relations	4,169,546	4,527,477	4,181,576	4,684,501
Development Activities	790,498	824,653	882,047	971,852
Electric Department	21,939,481	20,162,777	20,333,689	21,800,469
Shared Resources	132,652	95,000	95,000	630,000
Meter	2,963,041	3,225,817	3,392,481	3,540,424
Water Department	13,874,570	10,660,259	9,482,490	11,397,012
Sewer Department	14,001,954	11,891,076	12,230,972	12,647,921
Gas Department	6,610,892	6,643,789	7,447,621	7,618,468
Utility Locating Service	789,641	1,262,573	1,353,331	1,844,834
Ancillary	173,352,125	177,082,482	182,900,266	176,939,313
Total	264,164,133	265,529,278	270,788,532	274,105,613

RESOLUTION NO. 22-__
RESOLUTION DECLARING THE INTENTION OF THE
CITY COUNCIL OF THE CITY OF GREENVILLE TO REIMBURSE THE
GREENVILLE UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH
CAROLINA, A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH
CAROLINA, FROM THE PROCEEDS OF ONE OR MORE FINANCING(S) FOR
CERTAIN EXPENDITURES MADE AND TO BE MADE IN CONNECTION WITH THE
ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS

WHEREAS, in accordance with Chapter 861 of the 1991 Session Laws of North Carolina, the Greenville Utilities Commission (the "Commission") has been created for the proper management of the public utilities of the City of Greenville, North Carolina (the "City"), comprising an electric system, a natural gas system, a sanitary sewer system and a water system within and without the corporate limits of the City, (collectively the "Combined Enterprise System") with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the Combined Enterprise System; and

WHEREAS, Section 1.150-2 of the Treasury Regulations (the "Regulations") prescribes specific procedures which will be applicable to certain bonds, notes or other indebtedness ("Debt") issued by or on behalf of the Commission and the City including, without limitation, a requirement that the City declare official intent to reimburse certain expenditures with proceeds of Debt to be incurred prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed;

WHEREAS, the Commission has determined to pay certain expenditures (the "Expenditures") incurred no more than 60 days prior to the date hereof and thereafter relating to the acquisition and construction of certain improvements (collectively, the "Additional Improvements") more fully described below;

WHEREAS, the Additional Improvements consist of an additional operations center building, customer care and billing software upgrade, and pump station improvements; and

WHEREAS, the City Council of the City has determined that those moneys previously advanced by the Commission no more than 60 days prior to the date hereof to pay such Expenditures are available only on a temporary period and that it is necessary to reimburse the Commission for the Expenditures from the proceeds of one or more issues of Debt;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL as follows:

Section 1. The City hereby declares concurrence with the Commission's intent to reimburse the Commission from the proceeds of the Debt for the Expenditures made with respect to the Additional Improvements no more than 60 days prior to the date hereof and thereafter.

Section 2. Each Expenditure was or will be either (a) of a type chargeable to capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Debt, (c) a non-recurring item that is not customarily payable from current revenues of the Combined Enterprise System, or (d) a grant to a party that is not related to or an agent of the Commission or City so long as such grant does not

impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Commission or City.

Section 3. The principal amount of the Debt estimated to be issued to reimburse the Commission for Expenditures for the Additional Improvements is estimated to be not more than \$8,000,000.

Section 4. The Commission and the City will make a reimbursement allocation, which is a written allocation by the Commission and the City that evidences the Commission's use of proceeds of the Debt to reimburse an Expenditure no later than 18 months after the later of the date on which such Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The City recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, (expenditures by "small issuers" based on the year of issuance and not the year of expenditure), and expenditures for construction projects of at least 5 years.

Section 5. This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations.

Section 6. The resolution shall take effect immediately upon its passage.

Adopted this the 23rd day of May, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar

City Clerk

After consideration of the foregoing resolution, Council member _____ moved for the passage thereof, which motion was duly seconded by Council member _____, and the foregoing resolution was passed by the following vote:

Ayes: _____
_____.

Noes: _____.

* * * * *

I, Valerie Shiuwegar, Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing accurately reflects the proceedings as recorded in the minutes of the City Council of said City at a meeting held on 23rd day of May, 2022 and contains the verbatim text of Resolution No. __-22 which was duly adopted by said City Council at said meeting.

WITNESS my hand and the official seal of said City, this 23rd day of May, 2022.

City Clerk

[SEAL]

RESOLUTION NO. 22-__
RESOLUTION DECLARING THE INTENTION OF THE
CITY COUNCIL OF THE CITY OF GREENVILLE TO REIMBURSE THE
GREENVILLE UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH
CAROLINA, A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH
CAROLINA, FROM THE PROCEEDS OF ONE OR MORE FINANCING(S) FOR
CERTAIN EXPENDITURES MADE AND TO BE MADE IN CONNECTION WITH THE
ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS

WHEREAS, in accordance with Chapter 861 of the 1991 Session Laws of North Carolina, the Greenville Utilities Commission (the “Commission”) has been created for the proper management of the public utilities of the City of Greenville, North Carolina (the “City”), comprising an electric system, a natural gas system, a sanitary sewer system and a water system within and without the corporate limits of the City, (collectively the “Combined Enterprise System”) with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the Combined Enterprise System; and

WHEREAS, Section 1.150-2 of the Treasury Regulations (the “Regulations”) prescribes specific procedures which will be applicable to certain bonds, notes or other indebtedness (“Debt”) issued by or on behalf of the Commission and the City including, without limitation, a requirement that the City declare official intent to reimburse certain expenditures with proceeds of Debt to be incurred prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed;

WHEREAS, the Commission has determined to pay certain expenditures (the “Expenditures”) incurred no more than 60 days prior to the date hereof and thereafter relating to the acquisition and construction of certain improvements (collectively, the “Additional Improvements”) more fully described below;

WHEREAS, the Additional Improvements consist of light and heavy vehicles (including certain bucket, utility, and service trucks, and forklifts) and other related equipment; and

WHEREAS, the City Council of the City has determined that those moneys previously advanced by the Commission no more than 60 days prior to the date hereof to pay such Expenditures are available only on a temporary period and that it is necessary to reimburse the Commission for the Expenditures from the proceeds of one or more issues of Debt;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL as follows:

Section 1. The City hereby declares concurrence with the Commission’s intent to reimburse the Commission from the proceeds of the Debt for the Expenditures made with respect to the Additional Improvements no more than 60 days prior to the date hereof and thereafter.

Section 2. Each Expenditure was or will be either (a) of a type chargeable to capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Debt, (c) a non-recurring item that is not customarily payable from current revenues of the Combined Enterprise System, or (d) a grant to a party that is not related to or an agent of the Commission or City so long as such grant does not

impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Commission or City.

Section 3. The principal amount of the Debt estimated to be issued to reimburse the Commission for Expenditures for the Additional Improvements is estimated to be not more than \$2,031,513.

Section 4. The Commission and the City will make a reimbursement allocation, which is a written allocation by the Commission and the City that evidences the Commission's use of proceeds of the Debt to reimburse an Expenditure no later than 18 months after the later of the date on which such Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The City recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, (expenditures by "small issuers" based on the year of issuance and not the year of expenditure), and expenditures for construction projects of at least 5 years.

Section 5. This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations.

Section 6. The resolution shall take effect immediately upon its passage.

Adopted this the 23rd day of May, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar

City Clerk

After consideration of the foregoing resolution, Council member _____ moved for the passage thereof, which motion was duly seconded by Council member _____, and the foregoing resolution was passed by the following vote:

Ayes: _____
_____.

Noes: _____.

* * * * *

I, Valerie Shiuwegar, Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing accurately reflects the proceedings as recorded in the minutes of the City Council of said City at a meeting held on 23rd day of May, 2022 and contains the verbatim text of Resolution No. __-22 which was duly adopted by said City Council at said meeting.

WITNESS my hand and the official seal of said City, this 23rd day of May, 2022.

City Clerk

[SEAL]



City of Greenville, North Carolina

Meeting Date: 05/09/2022

Title of Item: Contract Award to Nature Trails, LLC for the Construction of the Chris Smith Mountain Bike Trails and the Bicycle Skills Park and Pump Track at Wildwood Park

Explanation: The City of Greenville continues to seek to fill identified recreational needs for the community. Mountain bike trails and a pump track were identified in the publicly supported and Council adopted Wildwood Park Development Plan. Two-thirds of survey respondents indicated bicycle trails were important or most important to have at Wildwood Park. The City does not currently have mountain bike trails, a bicycle skills park, or a pump track in our park system.

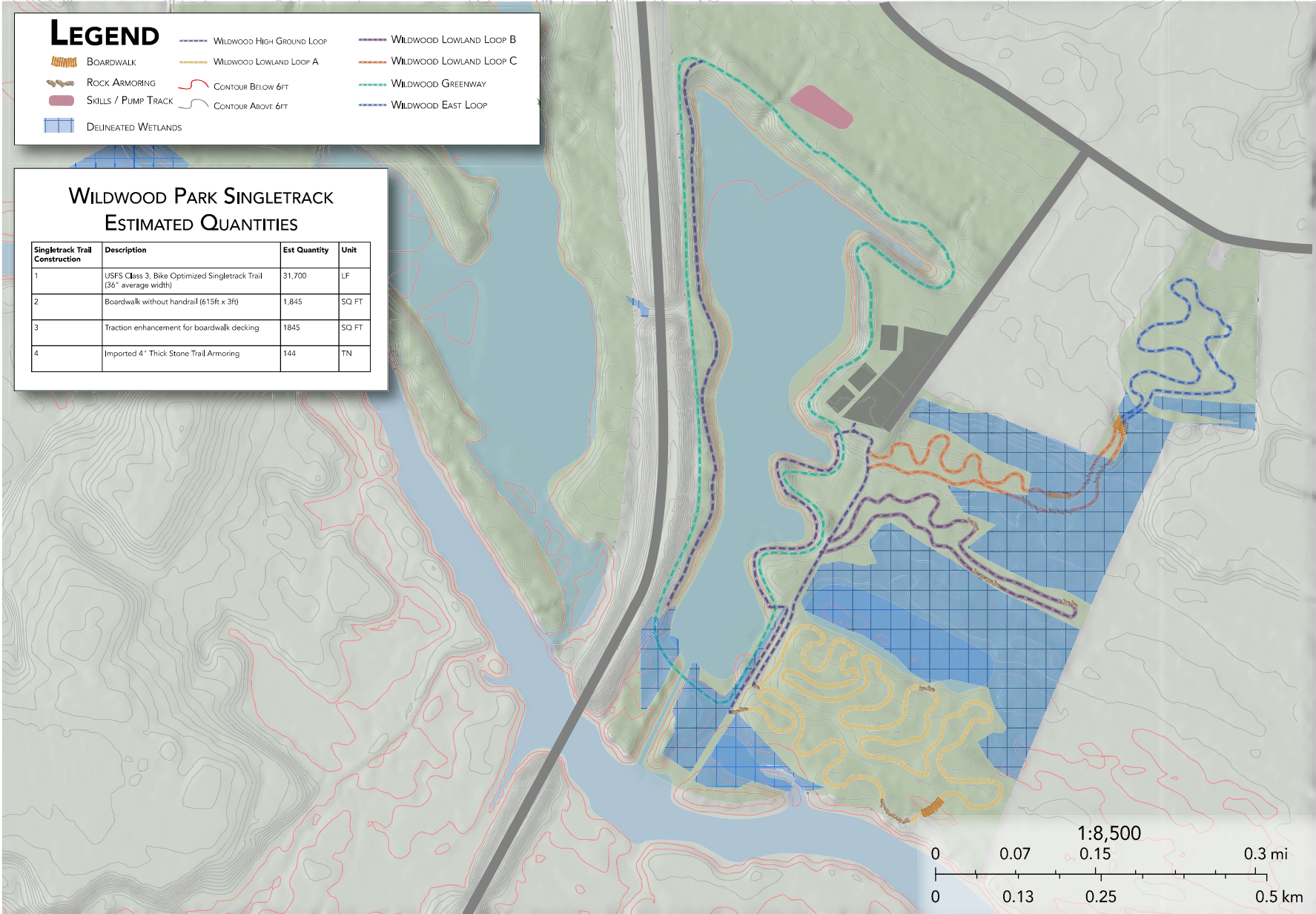
Thanks to continued support from Grady-White Boats and the Eddie and Jo Allison Smith Family Foundation, these projects have been fully designed with required permits pending. The design work was completed by Nature Trails, LLC, a Chapel Hill based company that specializes in designing and building mountain bike facilities. An Advertisement for Bids was published on February 24, 2022, and bids were due March 29. Only one bid was received, so staff was required to re-advertise to try to get a minimum of three bids. On April 20 staff received one bid again and was able to open it for consideration. Nature Trails, LLC submitted a bid of \$722,500.00 to complete the Chris Smith Mountain Bike Trails, the bicycle skills park, and the paved pump track. Construction is expected to begin in June 2022 and conclude by June 2023.

Fiscal Note: The amount of the construction contract shall not exceed \$722,500.00. Grady-White Boats and the Eddie and Jo Allison Smith Family Foundation will continue their financial support of this effort through a \$476,000.00 contribution towards the construction costs. Funding to cover the remaining \$246,500.00 is available through previously approved debt financing for Wildwood Park.

Recommendation: Staff recommends City Council award the construction contract for the Chris Smith Mountain Bike Trails, the Bicycle Skills Park, and the Pump Track to Nature Trails, LLC in the amount of \$722,500.00.

ATTACHMENTS

-  [Trail Plan, Skills Park, and Pump Track.pdf](#)
-  [Construction Contract](#)

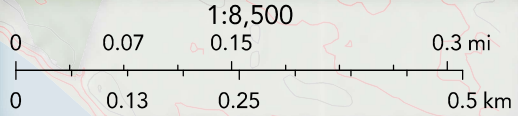


LEGEND

- WILDWOOD HIGH GROUND LOOP
- WILDWOOD LOWLAND LOOP A
- WILDWOOD LOWLAND LOOP B
- WILDWOOD LOWLAND LOOP C
- WILDWOOD GREENWAY
- WILDWOOD EAST LOOP
- BOARDWALK
- ROCK ARMORING
- SKILLS / PUMP TRACK
- DELINEATED WETLANDS
- CONTOUR BELOW 6FT
- CONTOUR ABOVE 6FT

WILDWOOD PARK SINGLETRACK ESTIMATED QUANTITIES

Singletrack Trail Construction	Description	Est Quantity	Unit
1	USFS Class 3, Bike Optimized Singletrack Trail (36" average width)	31,700	LF
2	Boardwalk without handrail (615ft x 3ft)	1,845	SQ FT
3	Traction enhancement for boardwalk decking	1845	SQ FT
4	Imported 4" Thick Stone Trail Armoring	144	TN



DATE	REVISION
02/17/2022	

1: INITIAL RELEASE 02/11/22
 2: UPDATE SKILLS PARK LOCATION, ADDITION DETAILS 02/17/22
 3: UNDATED HIGH GROUND LOOP ALIGNMENT 03/10/22
 4: UNDATED TONN. LN FR TO 31,700 FROM 32,540 03/15/2022

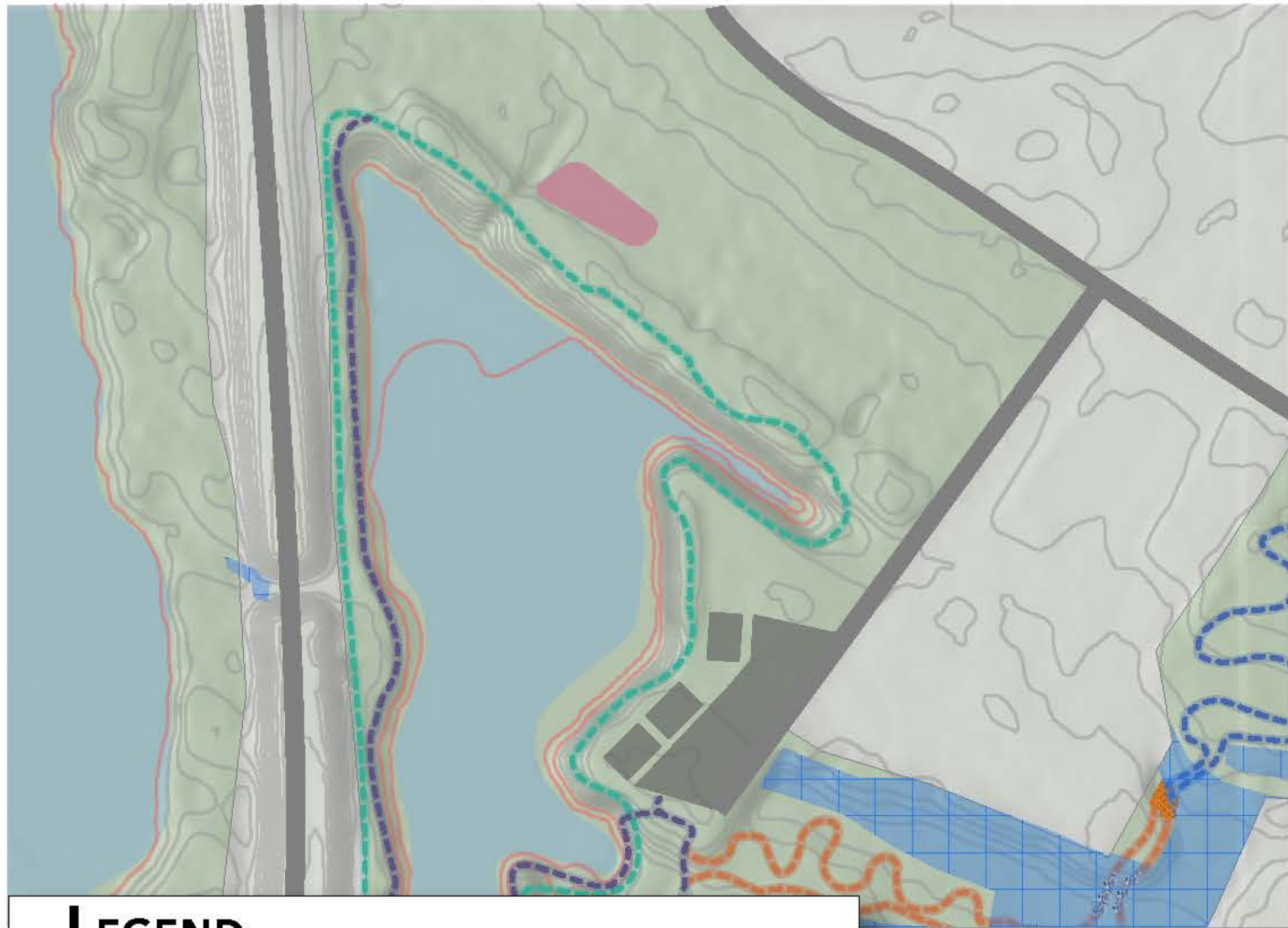


**WILDWOOD PARK
MOUNTAIN BIKE TRAILS**

TRAIL PLAN

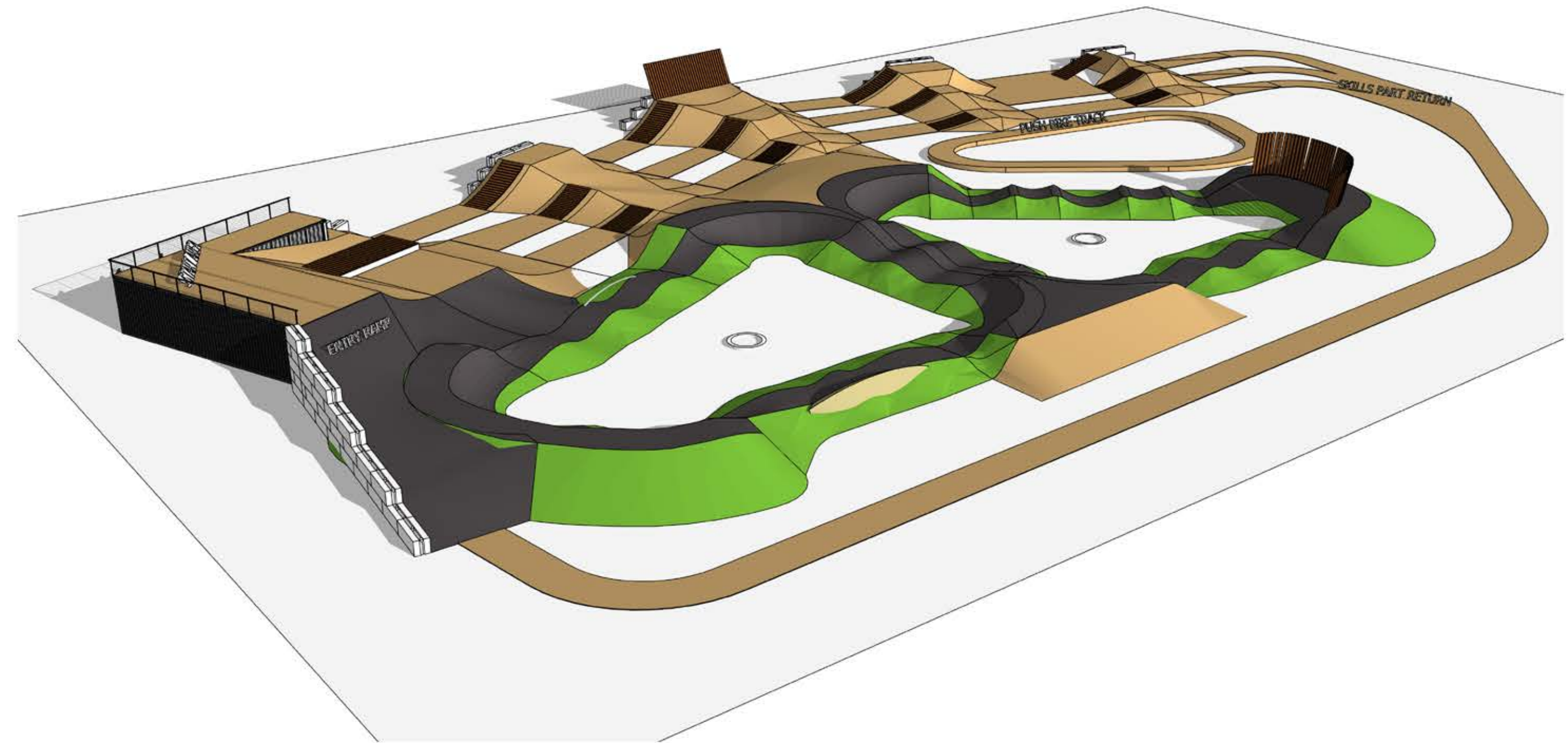
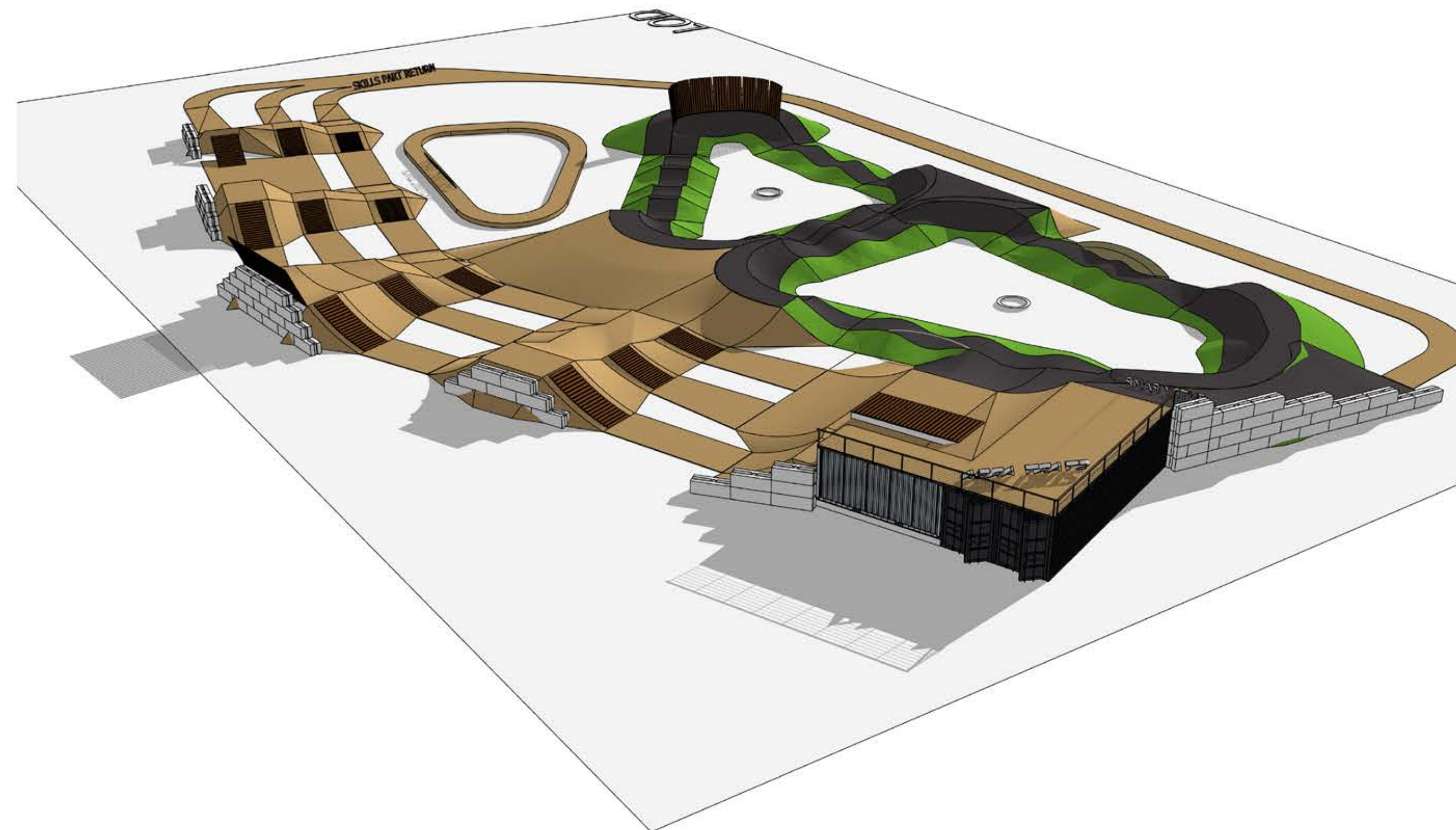
Sheet Number

1



LEGEND

---	WILDWOOD HIGH GROUND LOOP	---	WILDWOOD LOWLAND LOOP B
---	WILDWOOD LOWLAND LOOP A	---	WILDWOOD LOWLAND LOOP C
---	WILDWOOD GREENWAY	---	WILDWOOD EAST LOOP
---	BOARDWALK	---	ROCK ARMORING
---	SKILLS / PUMP TRACK	---	DELINEATED WETLANDS
---	CONTOUR BELOW 6FT	---	CONTOUR ABOVE 6FT



DATE
02/25/2022

REVISION

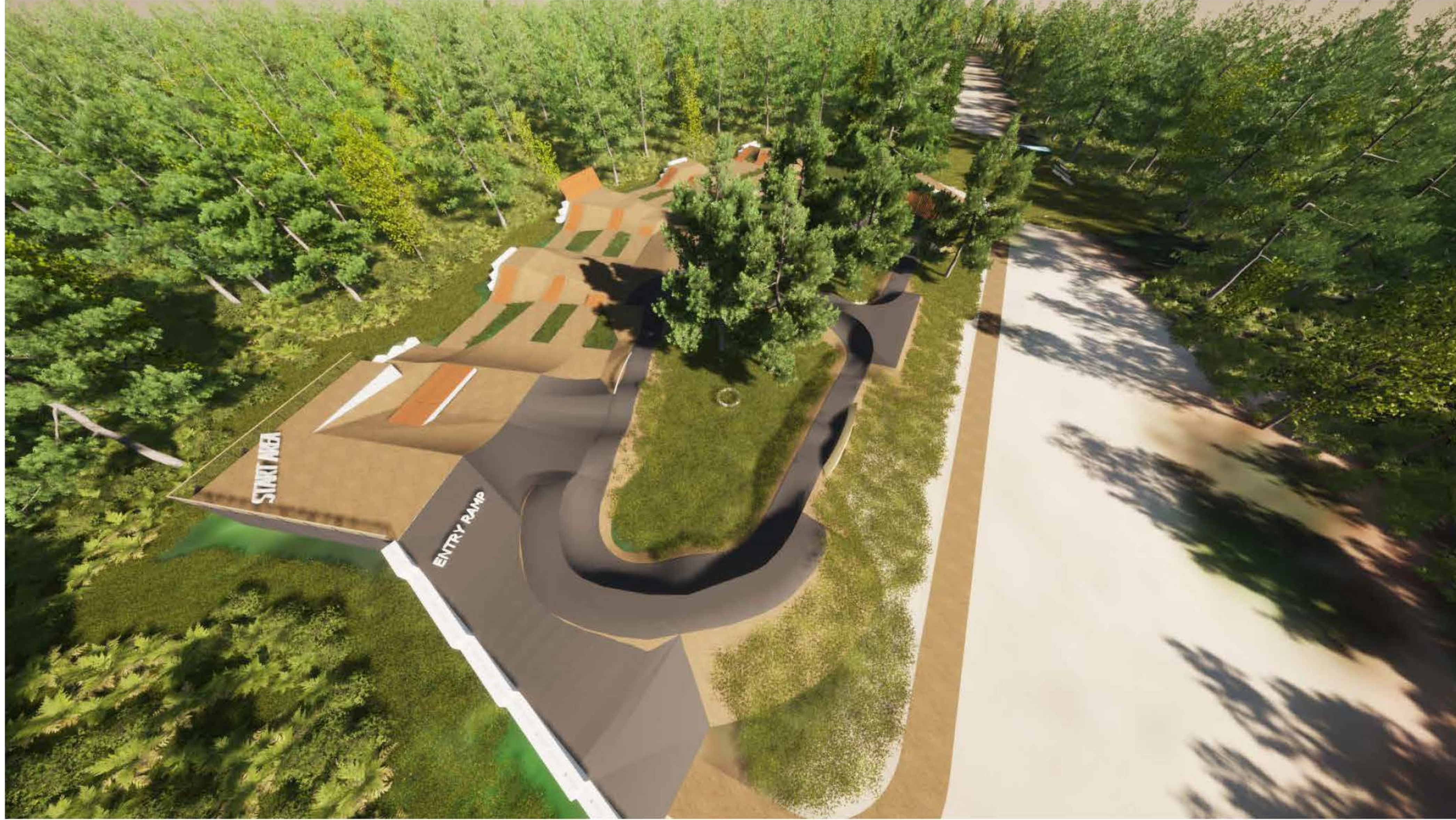


CONSERVATION THROUGH RECREATION
Chapel Hill NC • Brevard NC • Salt Lake City UT
11312 US Hwy 15 S01TN #107185
Chapel Hill, NC 27517

WILDWOOD PARK
MOUNTAIN BIKE TRAILS
SKILLS PARK / PUMP TRACK

Sheet Number

2



Nature Trails
 LLC
 DESIGN AND BUILD

CONSERVATION THROUGH RECREATION!
 Chapel Hill NC • Brevard NC • Salt Lake City UT
 11312 US Hwy 15 S01N • #107185
 Chapel Hill, NC 27517

DATE	REVISION
02/25/2022	



**WILDWOOD PARK
 MOUNTAIN BIKE TRAILS
 SKILLS PARK / PUMP TRACK**

Sheet Number
3



AGREEMENT FOR CONTRACTOR SERVICES

Chris Smith Mountain Bike Trails, Wildwood Bicycle Skills Park, and Pump Track

THIS Agreement made and entered into as of the _____ day of _____ 2022 by and between the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina, Party of the First Part, and hereinafter referred to as the “City” and has a primary address of 200 W. Fifth Street, Greenville, NC 27858 and Nature Trails NC, LLC *a limited liability company* who is organized and existing under the laws of the State of *North Carolina*. Party of the Second Part and hereinafter referred to as the “Contractor” whose primary offices are located at *11312 US Hwy 15 501 N. Ste 107185, Chapel Hill, NC 27517*

GENERAL RECITALS

WHEREAS, the City desires the assistance of a Contractor in the performance of certain professional services; and

WHEREAS, the Contractor has exhibited evidence of experience, ability, competence, and reputation to perform such professional services; and

WHEREAS, the City is authorized by North Carolina General Statute § 160A-20.1 to enter into an Agreement for performance of such services;

NOW THEREFORE, the City and the Contractor, for consideration hereinafter stipulated, mutually agree as follows:

The Contractor agrees to perform the assigned construction services.

ARTICLE I – SCOPE OF WORK

I.A. DESCRIPTION OF WORK REQUIRED

The Contractor shall construct Mountain Bike Trails, a Skills Park, and Pump Track located at 3450 Blue Heron Drive, Greenville, NC 27834 (City-owned property, known as

Wildwood Park, Parcel Numbers 86710, 25421, and 86711 (hereinafter referred to as the “Property”) using the Plan Specifications as defined in the Bid Advertisement and amendments, if any, construction documents, and project manual, said work being hereinafter referred to as the “Work”. The Plan Specifications, Bid Advertisement and amendments, if any, construction documents, and project manual are hereby incorporated by reference herein and made a part hereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all necessary labor, materials, tools, equipment, superintendence, delivery and perform all necessary services to complete the Work at no additional costs to the City.

I.B. WORK STANDARDS

The Contractor will perform the scope of work in accordance with all applicable federal, state and local laws, regulations and safety guidelines.

Operations: The Contractor/Consultant will make every effort to ensure that the performance of the Work does not restrict access by the general public to the Property and its facilities.

Debris Removal: The Contractor/Consultant shall properly dispose of all refuse and construction debris resulting from the Work in an appropriate manner consistent with the ordinances and requirements of the City and the construction specifications.

I.C. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given the following order:

1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Contractor’s Proposal which have been incorporated by reference to the final Agreement;
3. City’s Bid Advertisement; and
4. Contractor’s Bid Package.

I.D. SUBCONTRACTS

The Contractor and/or subcontractor will not sublet any portion of the work covered by this Agreement without prior written approval by the City.

- I.D.1. The Contractor will be responsible for the schedule of any work sublet to others so as to assure the overall schedule of the project is maintained.
- I.D.2. The Contractor will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.

- I.D.3. The Contractor shall notify all subcontractors under this contract of ALL new work assignments made by the City to the Contractor regardless of any particular subcontractors engagement level under a particular task order. This notification information may be requested by the City in the form of a report.

ARTICLE II – DATA AND SERVICES TO BE PROVIDED BY THE City

II.A. DATA AND SERVICES

- II.A.1. The City’s supervisor who will be overseeing the Contractor in order to ensure that the requirements of this contract are met is the Parks Planner. If assistance or further information is needed, the Contractor shall contact the Parks Planner at (252) 329-4242. All directions and communications from the City to the Contractor shall be through the Parks Planner or their designee unless otherwise stated herein.
- II.A.2. The City shall provide available data and information, as applicable to the Work to be performed under this Agreement.
- II.A.3. Any City property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Contractor under this Agreement shall be kept as confidential, used only for the purpose(s) required to perform the Agreement and not divulged or made available to any individual or organization without the prior written approval of the City. The City’s data and property in the hands of the Contractor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Contractor agrees to reimburse the City for loss or damage of City property while in Contractor’s custody. Such City Data shall be returned to the City in a form acceptable to the City upon the termination or expiration of this Agreement. The Contractor shall notify the City of any security breaches within 24 hours as required by G.S. § 143B-1379.

ARTICLE III – TIME OF BEGINNING AND COMPLETION

III.A. PERIOD OF PERFORMANCE

Work will begin no later than ten (10) calendar days following written Notice to Proceed to begin work on specified deliverables. The work shall be completed within three hundred and sixty-five (365) days from the date of the issuance of a Notice to Proceed.

This Agreement will expire *three hundred and sixty five (365) days* from the issuance of a Notice to Proceed.

This Agreement may be extended if mutually agreed upon by the City and the Contractor.

Liquidated Damages: If the Contractor fails to complete the work within the time specified, the Contractor shall pay liquidated damages to the City of Greenville in the

amount of one hundred dollars, (\$100.00) for each calendar day of delay until the work is complete or is accepted.

III.B. DELIVERABLES

If additional deliverables beyond the agreed-upon scope of work for the project are required to complete the assignment then a new written amended scope of work will be developed for the additional services. The Contractor shall notify the City's Project Manager as soon as additional services beyond agreed upon scope of work appear to be warranted. The Contractor must never under any circumstance exceed the approved cost estimate without prior written authorization from the City.

No new assignment will be issued after *three hundred and sixty-five (365) days* from the date of execution or after the not-to-exceed amount has been depleted, whichever occurs first.

No additional work may be assigned under this Agreement after that date unless appropriate supplemental Agreements are in place.

ARTICLE IV – COMPENSTATION AND PAYMENTS

IV.A. FEES AND COSTS

As compensation for the Contractor services as outlines in ARTICLE I, a maximum fee amount will be established. The maximum fee amount for the services covered under this Agreement shall not exceed *\$722,500.00 Seven hundred and twenty-two thousand and five hundred dollars*. The construction services will be performed as individual tasks with lump sum or cost-plus compensation negotiated for each task. The lump sum amount negotiated for each task will be full compensation for all direct salary costs, overhead, direct non-salary costs, and operating margin incurred for the duration of the task. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

IV.B. PAYMENT

Upon receipt of invoices and appropriate supporting documentation by the City, the invoices are payable within thirty (30) days from receipt, provided they have first been approved by the City. The City does not agree to the payment of late charges or finance charges assessed by the Contractor for any reason. Invoices are payable in U.S. funds.

The Contractor shall pay subcontractors for work performed within seven (7) days after Contractor receives payment from the City for work performed by the subcontractor. This requirement must be incorporated into all subcontractor agreements. Failure to comply with the seven (7) day requirement may cause the City to withhold payments to the Contractor and the City may suspend work until the subcontractor is paid.

All invoices shall be directed to: *Recreation and Parks Department, Mark Nottingham, Parks Planner, 2000 Cedar Ln Greenville NC 27858, mnottingham@greenvillenc.gov.*

It shall be the responsibility of the Contractor and all subcontractors to keep records of all payments requested and the dates received. The STATE may request copies of this information in the form of a report.

ARTICLE V - GENERAL TERMS AND CONDITIONS

V.A. TERMINATION

The City may terminate this Agreement at any time upon any of the following grounds:

- V.A.1. DEFAULT. The Contractor fails to perform, provides unacceptable performance, fails to comply with the provisions of the contract, or fails to follow safety regulations as required in this Agreement. Under this provision only, the City shall provide written notice to the Contractor regarding the condition(s) and the Contractor shall have five (5) calendar days to rectify. In the event the condition(s) identified are not rectified to the satisfaction of the City, the City will give the Contractor written notice of termination, which will be effective as of the date of notice unless otherwise stated in the notice of termination.

- V.A.2. CONVENIENCE. The City may terminate this agreement by giving seven (7) calendar days written notice. Contractor shall be paid for services provided up to the date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

- V.A.3. FUNDING. In accordance with paragraph V.G.14, this agreement shall automatically terminate should funding cease to be available.

- V.A.4. FORCE MAJEURE. This includes but is not limited to any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved.

V.A.5. EXPIRATION. Upon expiration of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

V.B. CONTRACTOR'S RESPONSIBILITY

V.B.1. Contractor shall perform the Work under this Agreement as an independent contractor and not as City's agent or employee. Contractor shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

V.B.2. The standard of care applicable to Contractor's performance will be the degree of skill and diligence normally employed by professional Contractors performing the same or similar services at the time and location said services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

V.B.3. Contractor will provide all equipment including but not limited to computer, recording equipment, long distance telephone and facsimile service, cellular service, and any clerical supplies necessary to perform the Work required under this Agreement. Contractor shall be responsible for all travel and related expenses.

V.B.4. Contractor shall be responsible for all federal, state and local taxes incurred, owed or payable as a result of the performance of the Work.

V.B.5. In the performance of the Work under this Agreement, Contractor shall comply with all federal, state, county and City statutes, ordinances, regulations, and rules, which are applicable.

V.B.6. The Contractor shall furnish a competent supervisor who shall be on the job and available to the Parks Planner or their designee at all times that the Contractor's crews are on the Property. The Contractor's supervisor shall have full authority over the Contractor's work crews and shall monitor them and direct them responsibly. The Contractor's supervisor shall have a mobile telephone number to be contacted as needed. This number shall be provided to the City within five (5) days of the date of this contract.

V.C. INDEMNIFICATION AND INSURANCE

V.C.1. INDEMNITY AND HOLD HARMLESS REQUIREMENTS:

- a. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties

under this subsection “a,” the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.

- b. **Definitions.** As used in subsections “a” above and “c” below -- “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within “Charges” are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). “Indemnitees” means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.
- c. **Other Provisions Separate.** Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this contract.
- d. **Survival.** This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.
- e. **Limitations of the Contractor's Obligation.** If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection “a” above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.
- f. It is understood and agreed by the parties that the City will assume no liability for damages, injury, or other loss to the **Contractor**, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the **Contractor's** activities and operations while performing services under this contract. The **Contractor** shall assume full and complete liability for any and all damages to City or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.
- g. **Contractor** will promptly notify the City of any Civil or Criminal Actions filed against the **Contractor** or of any notice of violation from any Federal or State Agency or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right, at its election, to defend any and all actions or suits or join in defense.

V.C.2. INSURANCE:

The Contractor agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Work under this contract shall not commence until all insurance required as listed has been obtained. Insurance required shall remain in effect through the life of this contract.

- a. Workers' Compensation Insurance:** No contractor or subcontractor may exclude executive officers. Workers Compensation must include all employees

Limits:

Workers Compensation: Statutory for the State of North Carolina.

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident.

Bodily Injury by Disease \$1,000,000 policy limit.

Bodily Injury by Disease \$1,000,000 each employee.

- b. Commercial General Liability:**

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved **Contractor**. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations. Additionally, the **Contractor** must be added as an Additional Insured to the Commercial General Liability policy.

- c. Commercial Automobile Liability:**

Limits: \$1,000,000 combined single limit.

- d. Cancellation:**

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

e. **Proof of Carriages:**

- i. The **Contractor** shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City prior to the commencement of services. Said policies shall provide that the City be an additional named insured.
- ii. The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.
- iii. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

V.D. **CORRECTION OF WORK**

The Contractor shall promptly correct all Work rejected by the City as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected work. Rejected work shall consist of that Work which is deemed ineligible by the City's representative.

V.E. **RELATIONSHIP WITH OTHERS**

The Contractor will cooperate fully with the City with other municipalities and local government officials, Federal and state environmental resource and regulatory agencies, and with any others as may be directed by the City. This shall include attendance at meetings, workshops, and hearings and also includes provision of project development, human and natural environmental and engineering information to all parties as may be requested by the City. The Contractor will also cooperate fully with the STATE and other agencies on adjacent projects, as necessary.

V.F. **NOTICE**

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or three (3) days after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

City:

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

Contractor:

Nature Trails NC, LLC
11312 US Hwy 15 501 N. Ste 107185
Chapel Hill, NC 27517
Attn: Matt Malone

V.G. **ADDITIONAL PROVISIONS**

V.G.1. **TIME IS OF THE ESSENCE**

The parties agree that time is of the essence in the completion of the Work to be performed pursuant to this Agreement.

The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

V.G.2. **OWNERSHIP OF DOCUMENTS**

All tracings, documents, technical reports, charts, plans, specifications, photographic negatives, survey notes, computations, and maps and other data or documents prepared or obtained under the terms of the this Agreement shall be delivered to and become the property of the City without restriction or limitation on their use. However, in the event of any reuse or alteration of any documents furnished to the City, such alteration or reuse shall be at the City's sole risk. In the case of an Agreement involving preliminary plans only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans. These items could become the property of the City, if the City so elects.

V.G.3. **MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM**

The City has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The Contractor attests that it also shall take affirmative action to insure equality of opportunity in all aspects of employment and to utilize MWBE suppliers of materials and labor when available.

Contractor further agrees that in the performance of these services that it will 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.

V.G.4. **IRAN DIVESTMENT ACT CERTIFICATION**

The Contractor hereby certifies that, it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58. The Contractor shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

V.G.5. **E-VERIFY**

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply

with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Contractor represents that the Contractor and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

V.G.6. **ASSIGNMENT**

There shall be no assignment, subletting or transfer of the interest (including payments) of the Contractor in any of the work covered by the Agreement without the written consent of the City. Unless the City agrees otherwise in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this Agreement and all of the City's claims that arise out of this Agreement. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

V.G.7. **GENERAL COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, regulations and program guidelines pertaining to the performance of Work under this Agreement.

V.G.8. **AMENDMENTS AND WAIVER**

No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City or his designee.

V.G.9. **PERMITS, LICENSES, AND CERTIFICATES**

The Contractor is to procure all permits, licenses, and certificates, as required by any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.

V.G.10. **CHOICE OF LAW AND VENUE**

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

V.G.11. **AUTHORITY TO CONTRACT**

The undersigned hereby certifies that this Agreement is made without prior understanding, agreement, or connection with any corporation, firm, or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the

undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

V.G.12. **DISPUTE RESOLUTION**

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

V.G.13. **CONFLICT OF INTERESTS**

- a. Contractor is aware of the conflict of interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes), and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b. Contractor covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the City. Contractor further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of Contractor, its employees or associated persons or entities shall be disclosed to the City.
- c. Contractor shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
- d. Contractor shall make any such disclosure to the City in writing and immediately upon the Contractor's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.
- e. No employee, agent, Contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

V.G.14. **NON-APPROPRIATION OF FUNDS**

Contractor acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to Contractor at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the City's budget, funding or financial resources. Such termination is in addition to the City's rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation: The City will be liable only for payment in accordance with the terms of this Agreement for Work completed and expenses incurred prior to the effective date of termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. Contractor shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City.

V.G.15 **RECORD RETENTION**

All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

V.G.16 **CONFIDENTIALITY**

Proprietary or confidential information ("confidential information") developed or disclosed by either party under this agreement shall be clearly labeled and identified as confidential information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed to the extent allowable by law by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Confidential Information which: (1) is or was known by the receiving party at the time of disclosure due to circumstances unrelated to this agreement; (2) is generally available to the public without breach of this agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall

have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this agreement.

V.G.17 **SEVERABILITY**

No waiver of any breach of this agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this agreement. If any provision of this agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this agreement and to the extent possible, this agreement shall continue without affecting the remaining provisions.

V.G.18 **COUNTERPARTS**

This agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.

V.G.19 **THIRD PARTY RIGHTS**

No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

V.G.20 **PRINCIPLES OF INTERPRETATION AND DEFINITIONS.**

(1) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words “include,” “including,” etc. mean include, including, etc. without limitation. (2) References to a “Section” or “section” shall mean a section of this contract. (3) “Contract” and “Agreement,” whether or not capitalized, refer to this instrument. (4) “Duties” includes obligations. (5) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word “shall” is mandatory. (7) The word “day” means calendar day. (8) The word “Work” is defined in Section I.A. (9) A definition in this contract will not apply to the extent the context requires otherwise.

V.G.21. **ENTIRE AGREEMENT**

This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract shall be deemed to exist or to bind either party hereto.

V.G.22. **HEADINGS**

The headings of the various Articles and Sections herein are for convenience of reference only and shall not form part of this Agreement or define or limit any of the terms or provisions hereof.

V.G.23 **DISCHARGE OF MECHANICS AND MATERIALMEN'S LIEN**

The Contractor's shall use its best efforts to prevent any liens that arise from the performance of the Work from being filed against the City or Property. If any liens are filed, the Contractor's shall prevent any liens from becoming delinquent. Upon completion of the Work and prior to payment by the City, the Contractor's shall execute and provide to the City a Release of Liens and Waiver of Claims form.

V.G.24 **CITY MANAGERS AUTHORITY**

To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this Agreement, that power may be exercised by the City Manager or their designee.

V.G.25 SECTION RESERVED FOR FUTURE USE.

(REMAINDER OF) THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above:

EXECUTED by the City this DATE: _____

CITY OF GREENVILLE

BY: _____

TITLE: _____

APPROVED AS TO FORM:

BY: _____
Emanuel McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

BY: _____ Date: _____
Byron Hayes, Director of Financial Services

Account Number _____

Project Code (if applicable) WILDWOOD-PHASE 2-CONSTR-MOUNT BIKE

Contractor SIGNATURE PAGES FOLLOW –

TO BE COMPLETED, AS APPLICABLE TO EACH SIGNATORY ENTITY.

SIGNATURE OF Contractor – (PROFESSIONAL) LIMITED LIABILITY CORPORATION (COMPANY)

EXECUTED by the Contractor this DATE _____.

Full name of (Professional) Limited Liability Corporation (Company)

Signature of Witness

Signature of Member/Manager/Authorized Agent

(Select Appropriate Title Above)

Print or type Signer's name

Print or type Signer's name



City of Greenville, North Carolina

Meeting Date: 05/09/2022

Title of Item: First reading of an ordinance requested by the Police Department, Animal Protective Services Unit, to repeal and replace Part II, Title 12, Chapter 2 of the City Code of Ordinances

Explanation: The Greenville Police Department (GPD) desires to revise Part II (Code of Ordinances), Title 12 (Offenses and Public Nuisances), Chapter 2 (Animals) of the Code of Ordinances, City of Greenville ("Title 12, Chapter 2"), to conform to applicable North Carolina law, including but not limited to:

- Chapter 19 and Chapter 67 of the North Carolina General Statutes;
- N.C.G.S. § 106-645, which authorizes, but limits, the City to adopt ordinances regulating bee hives;
- N.C.G.S. § 130A-192, which authorizes animal control officers to determine if there are any dogs and cats not wearing valid rabies vaccination tags;
- N.C.G.S. § 160A-174, which authorizes the City to define, prohibit, regulate, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the city;
- N.C.G.S. § 160A-182, which authorizes the City to define and prohibit the abuse of animals;
- N.C.G.S. § 160A-186, which authorizes the City to regulate, restrict, or prohibit keeping, running, or going at large of any domestic animals and authorizes that animals at large in violation of the ordinance may be seized and sold or euthanized after reasonable efforts to notify their owner;
- N.C.G.S. § 160A-187, which authorizes the City to regulate, restrict, or prohibit the possession or harboring within the city of animals which are dangerous to persons or property; and
- N.C.G.S. § 160A-493, which authorizes the City to establish, equip, operate, and maintain animal shelters; and
- Session Law 2021-138, Part XIII. Section 13.(b), which amends N.C.G.S. § 160A-175 and N.C.G.S. § 14-4 regarding penalties for violations of ordinances; the North Carolina Administrative Code, and industry standards regarding the care and control of animals by and within municipalities.

Title 12, Chapter 2 has not been substantially revised since 2015 with the majority of the Chapter not having been revised since the 1990s.

The repeal and replacement of the entirety of Title 12, Chapter 2 is necessary to adequately ensure uniform compliance with applicable law and revise the criminal and civil penalties as necessary to address the interests of public safety and animal welfare.

Additionally, Session Law 2021-138, passed in 2021, provides that a violation of a City ordinance is not a misdemeanor or infraction unless the ordinance expressly provides that it is. To address the interests of public safety, in compliance with Session Law 2021-138, requested amendments to Title 12, Chapter 2 include adding civil and criminal penalties for violations of the ordinance.

The statutory language of Session Law 2021-138 also states: “Notwithstanding G.S. 160A-75, no ordinance specifying a criminal penalty may be enacted at the meeting in which it is first introduced.” Staff provided an overview of the ordinance at the April 11, 2022 City Council workshop. This will be a first reading and preliminary vote on the ordinance. The item will be brought back at the May 12, 2022, City Council meeting for a second reading and adoption by City Council.

Additionally, public input sessions were held on April 21, 2022 at the Greenville Police Department and April 28, 2022 at River Park North.

Each subsection of the ordinance is being amended to add penalties so as to conform with S.L. 2021-138. A summary of additional requested edits to Title 12, Chapter 2 is listed below.

- 12-2-1 Definitions: Reworded definitions to comply with best practices and applicable law.
- 12-2-2 Authority; Creation of Division of Animal Protection Services; Composition; scope of Chapter: Not in current ordinance, added to specify the statutorily granted authority to the City to regulate animals.
- 12-2-3 Duties of Division: Expanded duties as described in the current ordinance.
- 12-2-4 Police Powers of APS Officers; Badges; Storage and Use of Tranquilizer Guns: Revised the current ordinance removing firearms and adding tranquilizer guns.
- 12-2-5 Right of APS Officers to Enter for Inspection: Shortened and clarified current ordinance.


- 12-2-7 Impoundment and Disposition of Animal to Prevent Abuse; Involuntary Absence of Owner: Clarified from current ordinance when an animal can be seized when owner is not present.
- 12-2-8 Records of Impounded Animals: Expanded the types of records to be kept to comply with state requirements.
- 12-2-10 Impoundment, Reclamation, and Disposition of Animals; Generally: Clarified how animals may be reclaimed.
- 12-2-12 Certain Animals Prohibited: New section, not in current ordinance.
- 12-2-13 Inherently Dangerous Animals: New section, not in current ordinance.
- 12-2-14 Determinations: New section, not in current ordinance. Provides how animals are determined to be potentially dangerous, dangerous, vicious, or public nuisances.
- 12-2-15 Dangerous animals and Vicious animals: Added greater restrictions to ownership of dangerous, potentially dangerous, or vicious animals.
- 12-2-16 Appeals of Determinations: New section, not in current ordinance. Provides how determinations as described in 12-2-14 may be appealed and construction of appeal board to hear same.
- 12-2-17 Exotic Animals: Expanded current ordinance to include certain reptiles and permit authority to APS to issue and revoke permits.
- 12-2-18 Tethering: New section, not in current ordinance.
- 12-2-19 Cruelty to Animals: Expanded current ordinance to include denial of vet care as cruelty, as well as define various terms for clarification.
- 12-2-20 Adequate Food, Shade, Shelter, and Water: New section, not in current ordinance.
- 12-2-22 Duty of Drivers to Give Notice of Injury to Domesticated Animal: Added duty to notify to domesticated animals only.
- 12-2-27 Keeping Swine: Reworded to allow up to two pot belly pigs of certain sizes per parcel within city limits.
- 12-2-28 Keeping Fowl: Reworded to comply with State statute. Added penalties to conform with S.L. 2021-138.
- 12-2-30 Urban Beekeeping: Reworded to comply with State statute.

- 12-2-31 Dead Domesticated Animals: Reworded to clarify when APS will pick up deceased animals.
- 12-2-32 Inoculation of Animals Generally: Reworded to comply with State statute; added dogs must wear vaccination tag in public.
- 12-2-33 Feral Cat Trap-Neuter-Return (TNR) Program: Removed trapping language and made it a separate section (12-2-34).
- 12-2-35 Animal Bite Notification; Bites Unlawful: New section, not in current ordinance. Makes bites unlawful and unlawful to fail to report bite to APS.
- 12-2-36 Summary Destruction of Animals that Cannot be Seized by Reasonable Means: New section not in current ordinance. Allows destruction of animals posing an immediate risk to public health and safety after humane attempts of removal have been exhausted.
- 12-2-37 Public Nuisances: Reworded to provide how public nuisances are addressed and abated.
- 12-2-38 Restraint of Animals: Reworded to state all domesticated animals must be under control of a competent person.
- 12-2-39 Defecation: Reworded to remove urination provision in current ordinance. Provide distinction between public and private property.
- 12-2-40 Limitation on Number of Domesticated Animals Allowed: New section not in current ordinance. Added to strengthen ordinance on kennels enforced by zoning and to discourage hoarding of animals.
- 12-2-41 Interference: New section not in current ordinance.
- 12-2-42 Prohibition Against Giveaways in Public Places: New section not in current ordinance.
- 12-2-43 Bird Sanctuary: Reworded to comply with State statute.

Fiscal Note: There is no cost to the City.

Recommendation: As required by N.C. State law, Council will hear discussion on the first reading of the ordinance and take a preliminary vote on the ordinance. Council will continue the item on May 9, 2022 to the City Council meeting on May 12, 2022 for a second reading and adoption.

ATTACHMENTS

 **COG-#1162014-v3-ORDINANCE--22-XX--
An_Ordinance_to_Repeal_and_Replace_Part_II__Title_12__Chapter_2_of_City_Code.pdf**

ORDINANCE NO. 22-_____

AN ORDINANCE TO REPEAL AND REPLACE PART II, TITLE 12, CHAPTER 2
OF THE CODE OF ORDINANCES, CITY OF GREENVILLE

WHEREAS, the City Council of the City Greenville desires to revise Part II, Title 12, Chapter 2 of the Code of Ordinances, City of Greenville to conform to applicable North Carolina law, including but not limited to Chapter 19 and Chapter 67 of the North Carolina General Statutes; N.C.G.S. § 106-645, which authorizes, but limits the City, to adopt ordinances regulating bee hives; N.C.G.S. § 130A-192, which authorizes animal control officers to determine if there are any dogs and cats not wearing valid rabies vaccination tags; N.C.G.S. § 160A-174, which authorizes the City to define, prohibit, regulate, or abate acts, omissions, or conditions, detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the City; N.C.G.S. § 160A-182, which authorizes the City to define and prohibit the abuse of animals; N.C.G.S. § 160A-186, which authorizes the City to regulate, restrict, or prohibit keeping, running, or going at large of any domestic animals and authorizes that animals at large in violation of the ordinance may be seized and sold or destroyed after reasonable efforts to notify their owner; N.C.G.S. § 160A-187, which authorizes the City to regulate, restrict, or prohibit the possession or harboring within the city of animals which are dangerous to persons or property; N.C.G.S. § 160A-493, which authorizes the City to establish, equip, operate, and maintain animal shelters; and Session Law 2021-138, Part XIII. Section 13.(b), which amends N.C.G.S. § 160A-175 and N.C.G.S. § 14-4 regarding penalties for violations of ordinances; the North Carolina Administrative Code, and industry standards regarding the care and control of animals by and within municipalities;

WHEREAS, Part II, Title 12, Chapter 2 of the Code of Ordinances, City of Greenville has not been substantially revised since 2015 with the majority of the Chapter not having been revised since the 1990s; and

WHEREAS, the repeal and replacement of the entirety of Part II, Title 12, Chapter 2 of the Code of Ordinances, City of Greenville is necessary to adequately ensure uniform compliance with applicable law and revise the criminal and civil penalties as necessary to address the interests of public safety and animal welfare;

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

SECTION 1. That Part II, Title 12, Chapter 2 of the Code of Ordinances, City of Greenville, is hereby repealed and replaced as amended to now read as follows:

PART II: CODE OF ORDINANCES
TITLE 12: OFFENSES AND PUBLIC NUISANCES
CHAPTER 2: ANIMALS

SEC. 12-2-1 DEFINITIONS.

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

Adequate food. The provision, at suitable intervals, of a quantity of wholesome foodstuff suitable for the species and age of the animal, sufficient to maintain a reasonable level of nutrition in an animal. Such foodstuff shall be served in a sanitized receptacle, dish, or container.

Adequate shade. In addition to an adequate shelter structure, one or more separate outside areas of shade that are large enough to shield all of the animals therein at one time from the direct rays of the sun.

Adequate shelter. An enclosure sufficient to provide shelter from the extremes of weather, and a means to remain cool, dry, and comfortable. Adequate shelter shall consist of at least three solid sides, a roof, and a floor to be ventilated with sufficient room for the animal to move about freely and lie down comfortably.

Adequate water. The provision of, or constant access to, a supply of clean and fresh potable water.

Animal. Any living vertebrate in the classes Amphibia, Reptilia, Aves, and Mammalia except human beings.

Animal Protective Services; APS; or Division. The Division of Animal Protective Services of the City.

APS Supervisor. An APS officer appointed by the City Manager to serve as head of the Division, and where appropriate, his or her designee, charged with the responsibility and authority to operate the Division.

APS Officer. An officer of the Division employed by the City, whose responsibility includes animal control and the enforcement of this Chapter.

Attack. Any action by an animal upon a person or domesticated animal which includes but is not limited to any injury, biting, tearing of clothing, or act causing fearful flight to escape by the person or other animal, or any other act which could reasonably cause any injury to a person or animal.

Bite. When the teeth of an animal scratches or breaks the skin of another animal or a person.

Chief of Police. The Chief of Police of the Greenville Police Department or designee.

City. The City of Greenville.

Dangerous animal.

- (A) Any animal that:
 - (1) Without provocation has killed or inflicted severe injury, through bite or otherwise, on a person; or
 - (2) Has killed or inflicted severe injury upon a domestic animal when running at large in violation of this chapter or upon any public or private dog park; or
 - (3) Approached a person when not on the owner's real property in a terrorizing manner in an apparent attitude of attack; or
 - (4) Has previously been deemed, declared, or ruled as a dangerous animal, potentially dangerous animal, or a substantially similarly classified or designated animal, by any lawful agency, person, board, jurisdiction, or authority.
- (B) Any animal owned or harbored primarily or in part for the purpose of animal fighting, or any animal trained for animal fighting.

Domesticated Animal. An animal such as is accustomed to live in or about the habitation of humans, including but not limited to cats, cattle, dogs, fowl, horses, and sheep. This definition does not include domesticated wild animals.

Eartipped or Eartipping. The removal of ¼-inch tip of a cat's left ear, performed while the cat is under anesthesia, to identify the cat as being sterilized, lawfully vaccinated against rabies, and part of a TNR Colony.

Electronic Implant. Method of permanent identification of an animal that may be electronically read.

Feral. An animal that is not socialized.

Heat; in heat. A female animal in the erotic stage of copulation or in estrus.

Impound; Impounded; Impoundment. The placement of an animal into the care, custody, and control of the Division, any authorized representative thereof, or any person or entity duly authorized by this chapter or City Council or by state law for this purpose.

Inherently Dangerous Animal. This term shall apply to any live member of the following animals including crossbreeds or hybrids thereof, which, due to their inherent nature, may be considered dangerous to humans and which include:

- (1) *Canidae*. Any member of the dog (canid) family not customarily domesticated by humans, including wolves and coyotes but not including domestic dogs (*Canis familiaris*);
- (2) *Felidae*. Any member of the cat family weighing over 15 pounds not customarily domesticated by humans, but not including, domestic cats (*Fells catus*);
- (3) *Ursidae*. Any member of the bear family;
- (4) *Nonhuman Primates*; and
- (5) *Crocodillia*, such as crocodiles, alligators, and caiman.

Inoculated or inoculation against rabies. The vaccination or inoculation of a dog, cat, or ferret in accordance with Chapter 130A, Article 6, Part 6 of the North Carolina General Statutes.

Livestock. Any and all animals domesticated or non-domesticated commonly found on a farm, to include but not be limited to cattle (of any type), horses, goats, and sheep but not including any animal otherwise regulated in this chapter.

Manual of Fees. The fee schedule approved and adopted by the Greenville City Council which is periodically updated and lists sales and services provided by the City of Greenville.

Owner or animal owner. Any person, group of persons, or any entity owning, possessing, keeping, having charge of, sheltering, feeding, harboring, taking care of, having care, custody, or control of, or acting as custodian of, however temporarily, any animal covered by this chapter. A person having temporary custody or possession of an animal for the sole purpose of turning over such animal to the Division or any law enforcement officer shall not be deemed the owner of the animal.

Owner's real property. Any real property owned or leased by the animal owner, not including any public right-of-way or a common area of a condominium, apartment complex, or townhouse development.

Person. An individual, firm, partnership, association, corporation, company, or organization of any kind.

Physical restraint. Any animal confined within the passenger area of a motor vehicle, or confined within the owner's real property, or otherwise sufficiently secured and restrained by leash, lead, cage, bridle, or similarly effective device allowing the animal to be controlled. For purposes of this definition passenger area of a motor vehicle means the area designed to seat the driver and passengers and specifically excludes any fully unenclosed or open area behind the last upright back seat of a motor vehicle. For purposes of this chapter, voice command or electric collar is not recognized as sufficient physical restraint.

Police Department. The Greenville Police Department.

Police Officers. Sworn law enforcement officers employed by the Greenville Police Department.

Provocation. Conduct or actions on the part of any person or animal that is likely to arouse a violent or aggressive response by an animal. This term does not include any action on the part of an individual or animal that pertains to reasonable efforts of self-defense.

Public nuisance animal. Any animal is declared by City Council to be a public nuisance if the animal is:

- (1) Frequently or excessively making any disturbing noise including but not limited to howling, yelping, or unprovoked barking; or
- (2) Chasing, snapping at, or attacking a pedestrian, bicyclist, or any other vehicle; or
- (3) Turning over or scattering garbage containers or damaging any timber, garden, crops, vegetables, plants, lands, or any other matter or thing growing or being thereon; or
- (4) By virtue of number or type, is offensive or dangerous to the public health, safety, or welfare; or
- (5) Destructive to real or personal property other than that of the owner.

Running at large. Any animal off the owner's real property and not under sufficient physical restraint. This definition does not apply to any areas in City parks or upon City property that have been specifically designated by City Council as dog exercise and play areas. Any such areas so designated shall be securely separated from the rest of the park or property by a physical barrier sufficient to prevent any animal from leaving the designated area unless under the animal owner's physical restraint and control.

Severe injury. Any physical injury that results in broken bones or disfiguring lacerations or requires cosmetic surgery or hospitalization.

Stray. An animal that is beyond the limits of confinement or lost and is not wearing any tags, microchips, tattoos, or other methods of identification.

Tattooing. Method of permanent identification for an animal located on the inside thigh.

Tethering. Tying out or fastening an animal outdoors on a rope, chain, wire, cable, trolley system, or other similar type of device that fastens, chains, ties, or restrains an animal to a pole, tree, fence, post, stake, dog house or any other structure or object. The term tether does not mean the restraint of an animal on an attended leash.

Trap-Neuter-Return or TNR. The process of humanely trapping, sterilizing, vaccinating for rabies, eartipping, and returning feral cats to their original location.

Trap-Neuter-Return colony or TNR colony. A group of feral cats that have been registered with the Division in accordance with this chapter.

TNR caregiver. A person who, in accordance with the TNR program as defined in this chapter, provides care, including food, shelter, or medical care to a feral cat in a TNR colony.

Vicious animal. Any animal that, after having been determined as herein defined to be a dangerous animal, while violating any provisions of this chapter, commits a subsequent attack on a person or domestic animal causing bodily injury.

Wild animal. Any animal occurring or growing in a natural state, not domesticated, cultivated or tamed; having an uncivilized, barbarous, or savage mannerism.

SEC. 12-2-2 AUTHORITY; CREATION OF DIVISION OF ANIMAL PROTECTIVE SERVICES; COMPOSITION; SCOPE OF CHAPTER.

(A) This chapter is established pursuant to grants of statutory authority provided in the North Carolina General Statutes (G.S.) including, but not limited to, the following, identified in pertinent part:

- (1) G.S. 14-4, which identifies the criminal penalty for a violation of a City ordinance made a misdemeanor under G.S. 160A-175.
- (2) Chapter 67 of the North Carolina General Statutes.
- (3) G.S. 106-645, which authorizes, but limits the City, to adopt ordinances regulating bee hives.
- (4) G.S. 130A-192, which authorizes animal control officers to determine if there are any dogs and cats not wearing valid rabies vaccination tags.
- (5) G.S. 160A-174, which authorizes the City to define, prohibit, regulate, or abate acts, omissions, or conditions, detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the city.
- (6) G.S. 160A-175, which authorizes the City to have the power to impose fines and penalties for violations of its ordinances and to secure injunctions and abatement orders to further insure compliance with its ordinances; defines the process by which the City may make a violation of a City ordinance a misdemeanor or infraction as provided in G.S. 14-4; identifies ordinances that may not be charged as a misdemeanor or infraction; and authorizes the City to impose a civil penalty for a violation of an ordinance.

- (7) G.S. 160A-182, which authorizes the City to define and prohibit the abuse of animals.
- (8) G.S. 160A-186, which authorizes the City to regulate, restrict, or prohibit keeping, running, or going at large of any domestic animals and authorizes that animals at large in violation of the ordinance may be seized and sold or destroyed after reasonable efforts to notify their owner.
- (9) G.S. 160A-187, which authorizes the City to regulate, restrict, or prohibit the possession or harboring within the city of animals which are dangerous to persons or property.
- (10) G.S. 160A-493, which authorizes the City to establish, equip, operate, and maintain animal shelters.

(B) There is hereby created within the police department of the City the Division, composed of the APS Supervisor to serve as head of the Division and such other employees as the City Council shall deem necessary.

(C) The provisions of this chapter and the enforcement thereof apply to all animals within the corporate limits of the City.

SEC. 12-2-3 DUTIES OF DIVISION.

(A) The Division shall be charged with the responsibility and duties of animal control within the City and shall also be responsible for:

- (1) Seeing that all dogs, cats, and ferrets in the City are adequately inoculated against rabies.
- (2) Cooperating with the local Health Director and county health officials and assisting in the enforcement of the laws of the state regarding the control of animals and especially the vaccination of dogs, cats, and ferrets against rabies and the confinement of vicious dogs.
- (3) Be responsible for the investigation of all reported animal bites within the City, for the quarantine of any dog, cat, or ferret involved in a bite of a person for a period of not less than ten (10) days, and for reporting to the Health Director as soon as practicable the occurrence of any such animal bite and condition of any quarantined animal.
- (4) Investigating all complaints regarding animals covered by this chapter.

- (5) Making such canvasses of the city, including the homes in the city, as it deems necessary for the purpose of ascertaining that all dogs, cats, and ferrets are vaccinated against rabies.
- (6) Enforcing all laws of the State and all ordinances of the City pertaining to animals.
- (7) Operating, managing, and supervising the City's animal shelter.

(B) Except as may otherwise be provided by statute, local law, or ordinance, no officer, agent or employee of the City charged with the duty of enforcing the provisions of this chapter or other applicable law shall be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of these duties, unless he or she acted with actual malice.

SEC. 12-2-4 POLICE POWERS OF APS OFFICERS; BADGES; STORAGE AND USE OF TRANQUILIZER GUNS.

(A) In the performance of their duties, members of the Division shall have the power, authority, and immunity as described in G.S. 15A-404 to enforce the provisions of this chapter and state law regarding the care, custody, control, treatment, and impoundment of animals for violations of such provisions.

(B) Each APS officer while performing his or her respective duties shall wear a badge of a size and design to be determined by the Chief of Police.

(C) APS officers shall be authorized to store at the animal shelter, designated City facility, or carry in Division vehicles tranquilizer guns or projectors approved for use by the Chief of Police and use such tranquilizer guns or projectors when necessary to enforce sections of this chapter or other applicable law for the control of wild, vicious, or diseased animals.

(D) In administering their duties under this chapter, APS Officers and Police Officers are empowered to issue civil citations, criminal summonses, or warrants for arrest as otherwise allowed by law to any person, if there is probable cause to believe that that person has violated any of the provisions of this chapter.

SEC. 12-2-5 RIGHT OF APS OFFICERS TO ENTER FOR INSPECTION.

Whenever it is necessary to make an inspection to enforce any provisions of, or perform any duty imposed by this chapter or other applicable law, or whenever an APS officer has reasonable cause to believe that there exists in any building or upon any premises any violation of the provisions of this chapter or other applicable law, the APS officer is hereby empowered to enter the property at any reasonable time to inspect same and perform any duty imposed upon the APS officer by this chapter or other applicable law, but only if consent of the occupant or owner of the property is freely given; a search warrant is obtained; or an administrative inspection warrant is obtained.

SEC. 12-2-6 DUTY OF APS OFFICERS AND POLICE OFFICERS TO SEIZE AND IMPOUND CERTAIN ANIMALS.

(A) Notwithstanding any other provision of this chapter, an APS officer or police officer shall have the authority to enter upon any unenclosed lots or land to enforce the provisions of this chapter or other applicable state law regarding domestic animals running at large, including impoundment and seizure of said domestic animal, if such violation is being committed in the presence of such officers.

(B) It shall be the duty of on-duty police officers to seize and immediately deliver to the Division, or to notify the Division, of the presence of those animals which are authorized and directed to be seized and impounded by this chapter or which are found or kept contrary to the provisions of this chapter.

SEC. 12-2-7 IMPOUNDMENT AND DISPOSITION OF ANIMALS TO PREVENT ABUSE; INVOLUNTARY ABSENCE OF OWNER.

So as to prevent cruelty, abandonment, or abuse of an animal, whenever the Division determines that any animal is or will be without proper care or may be subject to cruelty, abandonment, or abuse due to the injury, death, illness, incarceration, or other involuntary absence of the owner, the Division may impound the animal until it is reclaimed by its owner or a person authorized by the owner, in writing, to reclaim the animal on behalf of the owner. The owner or person authorized by the owner to reclaim the animal must pay all applicable fees in the same manner as any other owner would reclaim an impounded animal prior to the release of the animal by the Division. An animal which has been impounded pursuant to this section and has not been reclaimed within 10 days of impoundment may be disposed of by the Division pursuant to Section 12-2-10 and the Animal Welfare Act of North Carolina.

SEC. 12-2-8 RECORDS OF IMPOUNDED ANIMALS.

(A) The Division shall keep a record of each animal impounded in accordance with 02 NCAC 52J.0101, including all of the following:

- (1) The origin of the animal (including names and addresses of consignors) and the date the animal was received.
- (2) The description of the animal including species, age, sex, breed, and color markings.
- (3) The location of the animal if not kept at the licensed or registered City facility.
- (4) The disposition of the animal including the name and address of the person to whom the animal is sold, traded, or adopted and the date of such transaction.

- (5) In the event of the death of the animal, the record shall also show the date of death, signs of illness, or cause of death if identified. If the animal is euthanized, the record shall show the date and type of euthanasia.
- (6) The record of veterinary care for the animal including all treatments, immunizations, and date, time, description of medication (including name and dosage), and initials of person administering any medication, product, or procedure.

SEC. 12-2-9 KEEPING STRAY ANIMALS.

(A) It shall be unlawful for any person to knowingly and intentionally harbor, feed, or keep in possession by confinement or otherwise, any stray animal.

(B) Within 24 hours from the time a stray animal comes into a person's possession, the person shall notify the Division that the stray animal is in the person's possession. Upon receiving such notice, the Division may impound the animal at the Division's discretion.

(C) It shall be unlawful for any person to refuse to surrender any stray animal to an authorized representative of the Division upon demand.

(D) A person having temporary custody or possession of an animal for the sole purpose of turning over such animal to the Division or any law enforcement officer shall not be deemed in violation of this section.

(E) *Penalties.* A violation of this section may subject the offender to any or all of the following penalties:

- (1) *Criminal.* Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to G.S. 14-4 and G.S. 160A-175 and shall pay a criminal penalty of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00).
- (2) *Civil.*
 - (a) Any person violating any provision of this section shall be issued a civil citation or citations, as may be required, as follows:
 - 1. *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
 - 2. *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).

3. *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.
- (b) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.
 - (c) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
 - (d) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
 1. A civil action in the nature of a debt.
 2. The use of a collections agency.
 3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 4. Equitable remedies issued by a court of competent jurisdiction.
 5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-10 IMPOUNDMENT, RECLAMATION, AND DISPOSITION OF ANIMALS; GENERALLY.

(A) The Division shall hold any stray horse, mule, burro, cattle, goat, sheep, or other livestock impounded under this chapter for a period of seven days from the time of impoundment, during which time the owner of the animal, if known, shall be notified and allowed to reclaim the animal upon the payment of all applicable fees.

(B) The Division shall hold any stray dog, cat, domestic rabbit, bird, fowl, and other stray animal for 72 hours from the time of impoundment, during which time the owner of the animal, if known, shall be notified and allowed to reclaim the animal upon the payment of all applicable fees.

(C) Animals not herein specifically mentioned shall be disposed of in the same manner as dogs and cats.

(D) If a stray animal is not reclaimed by the owner during the applicable period of reclamation, the animal shall be disposed of as follows:

- (1) In the case of animals described in subsection (A) of this section, the animal shall be disposed of in accordance with Chapter 68, Article 3 of the North Carolina General Statutes.
- (2) In the case of animals described in subsections (B) and (C) of this section, the animal shall be disposed of in accordance with G.S. 19A-32.1.
- (3) If any animal is not reclaimed, the Division may continue to hold that animal for subsequent disposition consistent with applicable law.

(E) The Division may immediately destroy any wild animal in a humane manner consistent with the laws and regulations of the North Carolina Wildlife Resources Commission.

(F) All proceeds derived by the Division shall be turned over to the Financial Services Department of the City.

(G) Any dog, cat, or ferret impounded which appears to be suffering from rabies, affected with rabies, or affected with hydrophobia shall not be reclaimed or adopted but shall be quarantined for 10 days under observation; and thereafter if the Division determines that the dog, cat, or ferret is affected with rabies or hydrophobia, the dog, cat, or ferret shall be destroyed by the Division in a humane manner. If the animal has been determined to not have rabies or hydrophobia, the animal shall be subject to reclamation or adoption as herein provided. Any animal suffering from any other infection, contagious or dangerous disease shall not be adopted or sold but may be reclaimed by the owner.

SEC. 12-2-11 RECLAMATION FEES.

(A) The Division shall charge and collect reclamation fees as provided in the *Manual of Fees*.

(B) Reclamation fees shall be in addition to any other applicable charges including but not limited to any license fee or inoculation costs or fees that may be required by this chapter or other applicable law.

SEC. 12-2-12 CERTAIN ANIMALS PROHIBITED.

(A) It shall be unlawful for any person(s) to own, keep, have charge of, shelter, feed, or harbor any of the following within the City limits:

- (1) An animal that without provocation and in the City kills or inflicts severe injury, through bite or otherwise, on a person.
- (2) A vicious animal.
- (3) A public nuisance animal.
- (4) An inherently dangerous animal.

(B) *Penalties.* A violation of this section may subject the offender to any or all of the following penalties:

- (1) *Criminal.* Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to G.S. 14-4 and G.S. 160A-175 and shall pay a criminal penalty of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00).
- (2) *Civil.*
 - (a) Any person violating any provision of this section shall be issued a civil citation or citations, as may be required, as follows:
 1. *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
 2. *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
 3. *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein

defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.

- (b) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.
 - (c) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
 - (d) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
 - 1. A civil action in the nature of a debt.
 - 2. The use of a collections agency.
 - 3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 - 4. Equitable remedies issued by a court of competent jurisdiction.
 - 5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-13 INHERENTLY DANGEROUS ANIMALS.

(A) It shall be unlawful for any person to own, keep, maintain, or have care, custody, or control of any inherently dangerous animal within the corporate limits of the City unless specifically exempted by this section.

(B) The confinement of inherently dangerous animals that are exempt under this section must meet the regulations promulgated by the North Carolina Wildlife Resources Commission, the minimum standards under the Animal Welfare Act, and all applicable rules promulgated by the U.S. Department of Agriculture. In addition, all exempt animals shall be confined, restrained, and controlled in such a manner so that the physical safety of persons and property shall not be endangered. The Division shall have the right to inspect the premises where an inherently dangerous animal is housed to ensure proper confinement and compliance with applicable state and federal regulations.

(C) Subject to this section, the following persons shall be exempt from the provisions of this section:

- (1) Any organization duly authorized and existing under the laws of the State of North Carolina that owns or harbors an inherently dangerous animal for research or educational purposes, provided that such institution is permitted for such animal by the U.S. Department of Agriculture and continually maintains any necessary permits from state and federal agencies.
- (2) Any owner who possesses an inherently dangerous animal, pursuant to the American with Disabilities Act (ADA), and uses such animal as a service animal trained to assist the owner with a disability.
- (3) A wildlife rehabilitator licensed by the North Carolina Wildlife Resources Commission.

(D) *Penalties.* A violation of this section may subject the offender to any or all of the following penalties:

- (1) *Criminal.* Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to G.S. 14-4 and G.S. 160A-175 and shall pay a criminal penalty of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00).
- (2) *Civil.*
 - (a) Any person violating any provision of this section shall be issued a civil citation or citations, as may be required, as follows:
 1. *First violation.* A violation of this section shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
 2. *Second and subsequent violations within 365 days of the first violation.* A second violation and any subsequent violations of this section by the violator within 365 days from herein

defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.

- (b) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.
 - (c) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
 - (d) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
 - 1. A civil action in the nature of a debt.
 - 2. The use of a collections agency.
 - 3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 - 4. Equitable remedies issued by a court of competent jurisdiction.
 - 5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SECTION 12-2-14 DETERMINATIONS.

(A) The APS Supervisor shall be responsible for determining when an animal is a public nuisance in accordance with this chapter or dangerous animal, vicious animal, potentially dangerous dog, or dangerous dog in accordance with this chapter and Chapter 67 of the North Carolina General Statutes. The APS Supervisor must notify the owner in writing of the reasons

for the determination that an animal is a public nuisance animal, dangerous animal, vicious animal, potentially dangerous dog, and/or dangerous dog, before the animal may be considered as such. The determination shall also include notice of the owner's right to appeal.

(B) The owner may appeal the determination that an animal has been determined to be a public nuisance animal, dangerous animal, vicious animal, potentially dangerous dog, or dangerous dog by filing an appeal in accordance with this chapter. However, the APS Supervisor's determination that an animal is a public nuisance animal, dangerous animal, vicious animal, potentially dangerous dog, or dangerous dog shall remain in effect with any and all applicable restrictions unless the determination is subsequently overturned by the appeal board or superior court.

SECTION 12-2-15 DANGEROUS ANIMALS AND VICIOUS ANIMALS.

(A) The Division shall enforce this section, and it shall be the duty of the APS Supervisor to make the determination if an animal is dangerous or vicious in accordance with this chapter and Chapter 67 of the North Carolina General Statutes.

(B) *Restrictions of Ownership of Dangerous Animals.* It shall be lawful for the owner of an animal deemed as a dangerous animal to own, keep, harbor, have charge of, shelter, or feed the animal within the City only if the owner strictly adheres to all of the following restrictions:

- (1) *Tattooing or Electronic Implant.* Within 14 days from the initial determination deeming the animal as dangerous or within 14 days from the relocation of the animal to the City from another jurisdiction, the animal must have permanent identification by means of a tattoo located on the inside thigh or by electronic implant. The cost of said tattoo/implant will be paid for by the owner. The Division shall maintain a physical description and photograph of the animal. The owner must allow and assist any member of the Division or the police department in viewing the tattoo or reading the electronic implant at any time deemed reasonable or at such time as the identification of the dog is in question.
- (2) *Signage.* Within 14 days from the initial determination deeming the animal as dangerous or within 14 days from the relocation of the animal to the City from another jurisdiction, the owner shall place and install a sign stating "Dangerous Animal on Site," "Beware of Dangerous Animal," or, if the animal at issue is a dog, "Beware of Dangerous Dog" on all of the following locations:
 - (a) A sign at each entrance, driveway, or pathway to the owner's real property.
 - (b) A sign on any outdoor pen, fence, or enclosure.

The signs required by this section shall be at least two feet by two feet in size but shall not be greater than three feet by three feet in size. Any sign

in compliance with this section shall be exempt from the City's zoning ordinance.

- (3) *Sterilization.* Within 14 days from the initial determination deeming the animal as dangerous or within 14 days from the relocation of the animal to the City from another jurisdiction, the owner shall have the animal sterilized by a licensed veterinarian. All fees and costs are the responsibility of the owner.
- (4) *A Secure Pen.* Within 14 days from the initial determination deeming the animal as dangerous or within 14 days from the relocation of the animal to the City from another jurisdiction, the owner shall keep the animal secured inside the owner's residence or in a secure outdoor pen that is constructed of materials strong enough to contain the animal. The outdoor pen must be constructed to comply with all of the following:
 - (a) The pen shall be large enough for the animal (depending on the size of the animal) to move about freely. It shall provide the animal with adequate shelter and adequate shade.
 - (b) The pen must have a floor, sides, and a top from which the animal cannot escape.
 - (c) The pen shall be constructed of a six-foot-high fence of at least nine-gauge chain link. The pen will also have a fence or solid top constructed of the same material.
 - (d) The pen must be constructed so that the animal may not dig under the sides. If the floor is constructed of dirt, the enclosure must include an eight-foot fence with two feet buried in the ground or sunken into a concrete pad which is 24 inches wide along the inside perimeter of the fence and four inches thick.

Any pen in compliance with this section shall be exempt from the City's zoning ordinance.

- (5) *Inspection.* The Division and the police department may cause such inspections as deemed appropriate to be made to the premises of an owner of a dangerous animal to determine compliance with the provisions of this section.
- (6) *Off the Owner's Real Property.* Anytime a dangerous animal is off the owner's real property, the animal will be on a secure collar and leash not to exceed six feet, wearing a muzzle, and restrained by an individual, or securely enclosed inside of a transport container of adequate size and

strength to contain the animal. In no event shall the dangerous animal be allowed on any City-owned or operated dog park.

- (7) *Relocation.* The owner must notify the Division at least three business days prior to moving the animal to a new address and give the Division the new address or location of the animal.
- (8) *Notification of Death.* The owner must notify the Division within 3 days of the death of the animal.
- (9) *Owner to Maintain Ownership Unless Surrendered to Division.* No dangerous animal may be given away, sold, traded, placed for adoption, or otherwise transferred. The owner must retain ownership, possession, control, and responsibility for the animal until the animal dies naturally or is surrendered to the Division for euthanasia.
- (10) *Annual Registration and Dangerous Animal Permit Required.*
 - (a) *Registration Generally.* Within 7 days from the initial determination deeming the animal as dangerous or within 7 days from the relocation of the animal to the City from another jurisdiction, the owner shall register such animal with the Division, or may, in lieu of any hearing, register such animal voluntarily, which such voluntary registration shall constitute an admission and determination that the animal is dangerous.
 - (b) *Permits Generally.* After registration of a dangerous animal, or after a determination that such animal is dangerous, no person shall own, keep or harbor such animal thereafter within the City without applying for and obtaining a dangerous animal permit from the Division.
 - (c) *Issuance of Permit.* The Division shall issue a permit for a dangerous animal only upon submission by the owner to the Division of a complete, verified application, payment of the required dangerous animal permit fee, proof of insurance as described in this section, and a finding by the Division that the owner has complied with all other requirements of this section. Each permit shall be issued by the Division conditioned on the owner's continued compliance with all applicable ordinances and laws.
 - (d) *Term of Permit.* Each dangerous animal permit shall be valid for one calendar year from the date of issuance and must be renewed at least 14 days prior to the expiration of same.

- (e) *Permanent Registration Number Required.* The tattoo or electronic implant number assigned to the animal as required by this section shall be the permanent registration number of the animal with the Division. No person shall alter, conceal, or remove such registration number once it is assigned or affixed to the animal.
- (f) *Payment of Annual Dangerous Animal Registration Fee.* The owner shall pay annually a registration fee for each dangerous animal in an amount set in the *Manual of Fees*.
- (g) *Insurance.* The owner shall maintain a policy of liability insurance covering any injury or property damage caused by the animal. Minimum policy limits shall be \$250,000.00 per occurrence. The owner shall cause a certificate or declaration of insurance to be furnished to the Division annually as part of the permit application. Every calendar day that the required insurance is not in full force and effect shall constitute a violation of this ordinance.
- (h) *Revocation of Permit.* Upon a finding of noncompliance with the provisions of this section, the Division may revoke the dangerous animal permit and seize and impound the animal at the owner's expense pending the outcome of a hearing in accordance with section 12-2-16.

(C) *Subsequent Bite or Attack; Vicious Determination.* In addition to any other penalties as defined and described in this chapter, if an animal that has previously been determined to be a dangerous animal attacks or bites a person or domesticated animal while in violation of any provision of this chapter, the APS Supervisor may issue a determination that the animal is a vicious animal. Upon issuance of the determination that the animal is vicious, and unless the owner appeals the determination in accordance with this chapter, the animal shall immediately be seized and euthanized, after a 10 day rabies quarantine if required, by the Division.

(D) *Exceptions.* The following are exempt from the provisions of this section.

- (1) A law enforcement animal or guard dog used by a law enforcement officer or bona fide professional security guard to carry out official law enforcement or security duties.
- (2) An animal that causes injury to a person when that person, or another acting in concert with that person, was tormenting, abusing, or assaulting the animal or was committing or attempting to commit any crime or tort at or about the time of the injury.

(E) Nothing in this section shall be construed to prevent an APS Officer or any other person from pursuing remedies under G.S. Chapter 67, Article 1A or other operation of law.

(F) *Penalties.* A violation of this section may subject the offender to any or all of the following penalties:

(1) *Criminal.* Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to G.S. 14-4 and G.S. 160A-175 and shall pay a criminal penalty of not less than two hundred and fifty dollars (\$250.00) and not more than five hundred dollars (\$500.00).

(2) *Civil.*

(a) Any person violating any provision of this section shall be issued a civil citation or citations, as may be required, as follows:

1. *First violation.* A violation of this section shall subject the violator to a civil penalty of two hundred and fifty dollars (\$250.00).

2. *Second and subsequent violation within 365 days of the first violation.* Any subsequent violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00).

(b) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.

(c) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.

(d) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Chapter 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:

1. A civil action in the nature of a debt.

2. The use of a collections agency.
 3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 4. Equitable remedies issued by a court of competent jurisdiction.
 5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SECTION 12-2-16 APPEALS OF DETERMINATIONS.

(A) *Appeal Board.* The Appeal Board shall be constituted of three members who shall be a Veterinarian licensed to practice in North Carolina, the Chief of Police or his or her designee, and the current Fire Marshall or his or her designee. There shall be an alternate member from the Financial Services Department to serve in the event of a conflict of interest. The licensed Veterinarian shall be appointed by the City Council for a three-year term.

(B) *Appeal to Appeal Board.* The owner may appeal a determination made pursuant to this Section, Section 12-2-14, Section 12-2-15, or Section 12-2-37 by filing an appeal in accordance with this section.

- (1) *Notice of Appeal; Contents and Filing.* If the owner of the animal elects to appeal the APS Supervisor's determination, the owner shall file a notice of appeal in writing to the Appeal Board. The appeal shall be filed within three days of the issuance of the determination; shall include written objections; and shall be directed to the City Manager's office. Any appeal received by the City Manager's office more than three days after the date of the determination shall be deemed untimely and shall not be considered by the Appeal Board. Accordingly, the APS Supervisor's determination shall stand and may not be appealed.
- (2) *Scheduling of the Hearing.* The City Manager's office, as designee of the Appeal Board, shall schedule a hearing within 10 days of the filing of the notice of appeal. The hearing on the appeal shall take place within a reasonable time, but no longer than 30 days from the filing of the notice of appeal. The City Manager's office shall mail notice of the hearing via certified mail return receipt requested to the appellant and shall also provide notice to the APS Supervisor. If the owner does not appear at the hearing, the APS Supervisor's determination shall stand and shall be fully enforceable.

- (3) *Conduct of the Hearing.* The hearing on the appeal of the APS Supervisor's determination shall be an informal administrative hearing. The City Manager shall be the chairperson and conduct the hearing and govern procedural questions. The North Carolina rules of evidence shall not apply. However, both the appellant and the City shall be entitled to be represented by counsel, have the right to make opening and closing statements, present evidence, and call, confront, and cross-examine witnesses. All witnesses shall testify under oath. Each Appeal Board member shall have the right to question witnesses. The appellant and/or the City shall be allowed to record the hearing. The hearing shall be conducted in accordance with the principles of due process.

(C) *Final Decision of Appeal Board.* The Appeal Board shall make the final decision. The decision of the Appeal Board shall be by majority vote, and said decision shall be made at the conclusion of the hearing unless the Appeal Board requests additional evidence. The decision of the Appeal Board shall be documented by the City Manager in writing, including findings to support the Appeal Board's decision, and notice of appeal rights, and forwarded to the applicant within 10 days of the conclusion of the hearing via certified mail, return receipt requested.

(D) *Appeal to Superior Court.* Any appeal from the final decision of the Appeal Board shall be taken to the Pitt County superior court by filing notice of appeal and a petition for review within 10 days of the final decision of the Appeal Board. Appeals from rulings of the Appeal Board shall be heard de novo before a superior court judge sitting in the Pitt County superior court division.

(E) *Stay of APS Determination During Appeal.* Given the risk to public health and safety associated with determining that an animal is dangerous or vicious or a public nuisance, the APS Supervisor's determination shall be in effect and fully enforceable from the date of determination unless overturned on appeal. However, any requirements in the APS Supervisor's determination involving a date restriction shall be stayed during the pendency of the appeal.

SEC. 12-2-17 EXOTIC ANIMALS.

(A) The Division is hereby vested with the authority to issue permits for the keeping or maintaining of any wild, exotic, dangerous, or nondomestic animal when, in the opinion of the APS Supervisor, the animal may be kept or maintained without endangering the safety of any person or property.

(B) No person, business, or event (e.g., circus, exhibition, show, and the like) shall have or maintain any wild, exotic, dangerous, or nondomestic animal or reptile without first applying to and receiving from the Division a permit to do so, provided that the keeping or maintenance of such animals shall conform to any applicable zoning regulation. Any person, business, or event planning to have or maintain any of the types of animals stated above shall pay a fee for each permit as set out in the *Manual of Fees*.

(C) The Division may require an animal that is subject to the provisions of this section to be properly caged, secured, and maintained, and may revoke any such permit for any violation of state or federal law or this chapter or when, in the opinion of the APS Supervisor, the safety of any person or property is endangered by the keeping of any such animal.

(D) The Division shall also have authority to issue permits for the keeping or maintaining on a temporary basis of all types of wild animals or reptiles in connection with a circus, amusement enterprise, animal exhibition, or animal trade show, when located in the City and otherwise allowed by the City's Zoning Ordinance or other applicable law of rule.

(E) In accordance with Chapter 14, Article 55 of the North Carolina General Statutes (Regulation of Certain Reptiles), any person applying for a permit for a large constricting snake such as a: Reticulated Python, *Python reticulatus*; Burmese Python, *Python molurus*; African Rock Python, *Python sebae*; Amethystine Python, *Morelia amethystina*; and Green Anaconda, *Eunectes murinus*; or any of their subspecies or hybrids shall:

- (1) Own, possess, use, transport, or traffic the large constricting snake in a sturdy and secure enclosure designed to be escape-proof and shall have an operable lock.
- (2) Clearly and visibly label each enclosure with the scientific name, common name, number of specimens, and owner's identifying information.
- (3) Provide the Division with a written safety protocol and escape recovery plan which shall be within sight of permanent housing, and a copy shall accompany the transport of any of the large constricting snakes. The safety protocol shall include emergency contact information, identification of the local animal control office, and first aid procedures.
- (4) In the event of an escape of a large constricting snake, the owner or possessor shall immediately notify local law enforcement and the Division.

(F) In accordance with Chapter 14, Article 55 of the North Carolina General Statutes (Regulation of Certain Reptiles), any person applying for a permit for a venomous reptile shall:

- (1) Own, possess, use, transport, or traffic the venomous reptile housed in a sturdy and secure enclosure designed to be escape-proof, bite-proof, and have an operable lock.
- (2) Clearly and visibly label each enclosure with "Venomous Reptile Inside" with scientific name, common name, appropriate antivenin, number of specimens, and owner's identifying information noted on the container.
- (3) Provide the Division with a written bite protocol that includes emergency contact information, local animal control office information, the name and location of suitable antivenin, first aid procedures, and treatment guidelines,

as well as an escape recovery plan that must be within sight of permanent housing, and a copy of same must accompany the transport of any venomous reptile.

- (4) In the event of an escape of a venomous reptile, the owner or possessor of the venomous reptile shall immediately notify local law enforcement and the Division.

(G) Nothing in this chapter shall be constructed to prevent an APS Officer or Law Enforcement Officer from seeking remedies in accordance with Chapter 14, Article 55 of the North Carolina General Statutes (Regulation of Certain Reptiles) or other law expressly referencing an exotic or wild animal.

(H) *Penalties.* A violation of this section may subject the offender to any or all of the following penalties:

- (1) *Criminal.* Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to G.S. 14-4 and G.S. 160A-175 and shall pay a criminal penalty of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00).

- (2) *Civil.*

(a) Any person violating any provision of this section shall be issued a civil citation or citations, as may be required, as follows:

1. *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
2. *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
3. *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.

(b) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served

personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.

- (c) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
 - (d) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
 - 1. A civil action in the nature of a debt.
 - 2. The use of a collections agency.
 - 3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 - 4. Equitable remedies issued by a court of competent jurisdiction.
 - 5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-18 TETHERING.

(A) Any device used to tether a dog shall be at least 10 feet long and attached in such a manner as to prevent strangulation or other injury to the dog and entanglement with other objects.

(B) A cable trolley system may be used to tether a dog so long as the stationary cable is at least 10 feet long and the dog can perpendicularly move at least 10 feet away from the stationary line.

(C) A tether must be equipped with a swivel on both ends.

(D) The tether device shall be attached to the dog with a buckle type collar or a body harness.

(E) The device used to tether the dog shall weigh no more than 10 percent of the animal's body weight. In no event shall it be lawful to restrain a dog using a chain or wire grossly in excess of the size necessary to restrain the dog safely.

(F) It shall be unlawful to attach a rope, chain, wire, or other tethering device to a choke-type or pronged collar.

(G) While on a tether device, the dog must have access to adequate food, adequate shade, adequate shelter, and adequate water.

(H) *Penalties.* A violation of this section may subject the offender to any or all of the following penalties:

(1) *Criminal.* Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to G.S. 14-4 and G.S. 160A-175 and shall pay a criminal penalty of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00).

(2) *Civil.*

(a) Any person violating any provision of this section shall be issued a civil citation or citations, as may be required, as follows:

1. *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).

2. *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).

3. *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.

(b) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.

- (c) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
- (d) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
 - 1. A civil action in the nature of a debt.
 - 2. The use of a collections agency.
 - 3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 - 4. Equitable remedies issued by a court of competent jurisdiction.
 - 5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-19 CRUELTY TO ANIMALS.

(A) It shall be unlawful for any person to intentionally overdrive, overload, wound, injure, torment, kill, or deprive of necessary sustenance or adequate veterinary care, or cause or procure to be overdriven, overloaded, wounded, injured, tormented, killed, or deprived of necessary sustenance or adequate veterinary care any animal.

(B) It shall be unlawful for any person to fail to provide veterinary care to any animal after having been notified in writing by an APS officer or law enforcement officer if in that officer's opinion the animal is in need of veterinary care to prevent suffering.

(C) It shall be unlawful for any owner in contact with or having knowledge of a sick, diseased, or injured animal to fail to provide proper medical treatment for the animal or notify the Division of the condition. A sick, diseased, or injured animal shall go no longer than 24 hours without veterinary care.

(D) It shall be unlawful for any person to willfully set on foot, or instigate, or move to, carry on, or promote, or engage in, or do any act towards the furtherance of any act of cruelty to any animal.

(E) As used in this section, the words “torture,” “torment,” and “cruelly” include or refer to any act, omission, or neglect causing or permitting unjustifiable pain, suffering, or death. As used in this section, the word “intentionally” refers to an act committed knowingly and without justifiable excuse.

(F) No domesticated animal, household pet, or wild animal in captivity may be confined in a motor vehicle under conditions that are likely to cause suffering, injury, or death to the animal due to heat, cold, lack of adequate ventilation, or other endangering conditions. Such confinement shall be considered unlawful. Without limiting the foregoing, it shall be presumed that an interior temperature exceeding 109° F causes an unacceptable level of suffering by any such animal and constitutes improper confinement in violation of this section.

(G) This section shall not apply to the following activities:

- (1) The lawful taking of animals under the jurisdiction and regulation of the Wildlife Resources Commission, except that this section shall apply to those birds other than pigeons exempted by the Wildlife Resources Commission from its definition of “wild birds” pursuant to G.S. 113-129(15a).
- (2) Lawful activities conducted for purposes of biomedical research or training or for purposes of production of livestock, poultry, or aquatic species.
- (3) Lawful activities conducted for the primary purpose of providing food for human or animal consumption.
- (4) Activities conducted for lawful veterinary purposes.
- (5) The lawful destruction of any animal for the purposes of protecting the public, other animals, property, or the public health.
- (6) The physical alteration of livestock or poultry for the purpose of conforming with breed or show standards.

(H) *Penalties.* A violation of this section may subject the offender to any or all of the following penalties:

- (1) *Criminal.* Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to G.S. 14-4 and G.S. 160A-175 and shall pay a criminal penalty of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00).

(2) *Civil.*

(a) Any person violating any provision of this section shall be issued a civil citation or citations, as may be required, as follows:

1. *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
2. *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
3. *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.

(b) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.

(c) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.

(d) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:

1. A civil action in the nature of a debt.
2. The use of a collections agency.

3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
4. Equitable remedies issued by a court of competent jurisdiction.
5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.

(3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-20 ADEQUATE FOOD, SHADE, SHELTER, AND WATER.

(A) All dogs and cats shall be given adequate food, adequate shade, adequate shelter, and adequate water. Adequate shelter is defined as an enclosure of at least three sides, a roof, and a floor. The enclosure shall be ventilated and must have sufficient room for the animal(s) to move around freely and to lie down comfortably.

(B) Animals housed under the following conditions shall not constitute adequate shelter:

- (1) Underneath outside steps, decks, and stoops.
- (2) Inside of vehicles.
- (3) Underneath vehicles.
- (4) Inside metal or plastic barrels, cardboard boxes, or garbage cans.
- (5) Rooms, sheds, or other buildings without windows or proper ventilation.
- (6) Underneath houses.
- (7) Inside temporary animal carriers or crates.
- (8) Shelters located in flood-prone areas or areas that lack a suitable method of draining so as to eliminate excess water or moisture.

(C) Adequate shade must be provided for dogs and cats from sunrise to sunset during the months of May through September at all such times that a dog or cat is tethered or kenneled outside.

(D) *Penalties.* A violation of this section may subject the offender to any or all of the following penalties:

- (1) *Criminal.* Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to G.S. 14-4 and G.S. 160A-175 and shall pay a criminal penalty of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00).
- (2) *Civil.*
 - (a) Any person violating any provision of this section shall be issued a civil citation or citations, as may be required, as follows:
 1. *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
 2. *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
 3. *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.
 - (b) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.
 - (c) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
 - (d) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:

1. A civil action in the nature of a debt.
 2. The use of a collections agency.
 3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 4. Equitable remedies issued by a court of competent jurisdiction.
 5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-21 TEASING OR MOLESTING ANIMALS.

(A) It shall be unlawful for any person to tease, molest, bait, or in any way bother any animal not belonging to him or her or legally under his or her control.

(B) *Penalties.* A violation of this section may subject the offender to any or all of the following penalties:

- (1) *Criminal.* Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to G.S. 14-4 and G.S. 160A-175 and shall pay a criminal penalty of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00).
- (2) *Civil.*
 - (a) Any person violating any provision of this section shall be issued a civil citation or citations, as may be required, as follows:
 1. *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
 2. *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
 3. *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein

defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.

- (b) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.
 - (c) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
 - (d) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
 - 1. A civil action in the nature of a debt.
 - 2. The use of a collections agency.
 - 3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 - 4. Equitable remedies issued by a court of competent jurisdiction.
 - 5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-22 DUTY OF DRIVERS TO GIVE NOTICE OF INJURY TO DOMESTICATED ANIMAL.

(A) It shall be a civil offense for any person injuring a domesticated animal by striking the domesticated animal with an automobile, bicycle, or other vehicle to fail to immediately notify the owner of the domesticated animal, the Division, or the police department of such incident.

(B) *Civil Penalties.*

- (1) Any person violating any provision of this section may be issued a civil citation or citations, as may be required, as follows:
 - (a) *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
 - (b) *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
 - (c) *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.
- (2) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.
- (3) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
- (4) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
 - (a) A civil action in the nature of a debt.
 - (b) The use of a collections agency.
 - (c) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.

- (d) Equitable remedies issued by a court of competent jurisdiction.
 - (e) Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (5) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-23 STAKING OUT, HERDING, OR GRAZING ANIMALS ON UNENCLOSED PREMISES.

(A) No person shall stake out, herd, tether, or graze any animal, upon an unenclosed lot or land in any manner so that the animal may go beyond the boundary of the lot or land.

(B) *Civil Penalties.*

- (1) Any person violating any provision of this section may be issued a civil citation or citations, as may be required, as follows:
 - (a) *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
 - (b) *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
 - (c) *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.
- (2) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.
- (3) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.

- (4) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
- (a) A civil action in the nature of a debt.
 - (b) The use of a collections agency.
 - (c) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 - (d) Equitable remedies issued by a court of competent jurisdiction.
 - (e) Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (5) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-24 SETTING ANIMALS FREE FOR CHASE.

(A) No person shall set free any rabbit, hare, or other animals in the City for the purpose of chasing, hunting, or having a race thereafter.

(B) *Civil Penalties.*

- (1) Any person violating any provision of this section may be issued a civil citation or citations, as may be required, as follows:
- (a) *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
 - (b) *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
 - (c) *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.

- (2) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.
- (3) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
- (4) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
 - (a) A civil action in the nature of a debt.
 - (b) The use of a collections agency.
 - (c) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 - (d) Equitable remedies issued by a court of competent jurisdiction.
 - (e) Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (5) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-25 KEEPING OR DISPLAYING ANIMALS GENERALLY; CONDUCT OF WHOLESALE POULTRY YARDS.

(A) No person shall exhibit, keep, or display animals, birds, or fowl of any kind unattended in glass show windows for longer than six hours per day.

(B) No person shall exhibit, keep, or display animals, birds, or fowl of any kind in a manner without shading the animals from the sun, and providing adequate food, water, and ventilation for the animal.

(C) No person shall exhibit, keep, or display animals, birds, or fowl of any kind in glass show windows on Sundays and holidays.

(D) No person shall conduct or operate a wholesale poultry yard wherein quantities of fowl of any description are gathered and kept within any residential district of the City or within 80 feet of any place of human abode within the corporate limits of the City.

(E) *Civil Penalties.*

- (1) Any person violating any provision of this section may be issued a civil citation or citations, as may be required, as follows:
 - (a) *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
 - (b) *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
 - (c) *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.
- (2) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.
- (3) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
- (4) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
 - (a) A civil action in the nature of a debt.
 - (b) The use of a collections agency.

- (c) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 - (d) Equitable remedies issued by a court of competent jurisdiction.
 - (e) Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (5) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-26 SALE OF FOWL OR RABBITS UNDER CERTAIN CONDITIONS; COLORING FOWL OR RABBITS.

(A) No person shall sell, offer for sale, barter, or give away baby chickens, ducklings, or other fowl, seven weeks of age or under as pets, toys, premiums, or novelties. Nothing contained in this section shall be construed to prohibit the sale of nondomesticated species of chicks, ducklings, or other fowl, from proper brooder facilities by hatcheries or stores engaged in the business of selling them for purposes other than for pets or novelties.

(B) No person shall color, dye, stain, or otherwise change the natural color of chickens, other fowl, or rabbits.

(C) *Civil Penalties.*

- (1) Any person violating any provision of this section may be issued a civil citation or citations, as may be required, as follows:
 - (a) *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
 - (b) *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
 - (c) *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.
- (2) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is

due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.

- (3) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
- (4) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
 - (a) A civil action in the nature of a debt.
 - (b) The use of a collections agency.
 - (c) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 - (d) Equitable remedies issued by a court of competent jurisdiction.
 - (e) Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (5) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-27 KEEPING SWINE.

(A) No person shall keep any hog, pig, swine, or other Suidae over 100 pounds or that is more than 22 inches high when measured at the shoulder.

(B) No more than two hogs, pigs, swine, or other Suidae allowed herein shall reside or be maintained at any dwelling unit or at any non-residentially zoned parcel.

(C) *Civil Penalties.*

- (1) Any person violating any provision of this section may be issued a civil citation or citations, as may be required, as follows:
 - (a) *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).

- (b) *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
 - (c) *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.
- (2) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.
 - (3) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
 - (4) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
 - (a) A civil action in the nature of a debt.
 - (b) The use of a collections agency.
 - (c) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 - (d) Equitable remedies issued by a court of competent jurisdiction.
 - (e) Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
 - (5) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC 12-2-28 KEEPING FOWL.

(A) Up to 15 chickens, ducks, pigeons, doves, or other fowl may be kept on any single lot, tract, or parcel in the City upon the following conditions:

- (1) The fowl must be maintained in a chicken house or coop of suitable construction and size for the number of fowl maintained in it.
- (2) The owner where such houses or coops are maintained shall thoroughly clean the same of all manure and other wastes at least twice each week. All waste material removed from the houses or coops shall be disposed in such a way that it does not cause odor or attract flies.
- (3) No house or coop may be located closer than 80 feet from any parcel or property line not owned by the fowl owner.

(B) *Civil Penalties.*

- (1) Any person violating any provision of this section may be issued a civil citation or citations, as may be required, as follows:
 - (a) *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
 - (b) *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
 - (c) *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.
- (2) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.
- (3) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.

- (4) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
- (a) A civil action in the nature of a debt.
 - (b) The use of a collections agency.
 - (c) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 - (d) Equitable remedies issued by a court of competent jurisdiction.
 - (e) Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (5) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-29 MAINTENANCE OF STABLES AND PENS.

(A) All persons in possession or control of any stable, corral, pen, coop, warren, or other place where an animal is kept shall maintain such place in a clean and sanitary condition at all times and in such a manner consistent with all applicable law or regulatory provisions related thereto.

(B) All persons in possession or control of any stable, corral, pen, coop, warren, and other place where an animal is kept shall remove all manure, debris, and trash therefrom and spray such places with suitable disinfectant at least once each week.

(C) *Civil Penalties.*

- (1) Any person violating any provision of this section may be issued a civil citation or citations, as may be required, as follows:
- (a) *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
 - (b) *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).

- (c) *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.
- (2) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.
- (3) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
- (4) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
 - (a) A civil action in the nature of a debt.
 - (b) The use of a collections agency.
 - (c) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 - (d) Equitable remedies issued by a court of competent jurisdiction.
 - (e) Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (5) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-30 URBAN BEEKEEPING.

Purpose. The purpose of this section is to encourage persons who keep bees to properly maintain hives and comply with state regulatory requirements and the provisions of this section.

(A) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

- (1) *Apiary.* Bees, comb, hives, appliances, or colonies, wherever they are kept, located, or found.
- (2) *Bee(s).* Insects of the superfamily Apoidea; in particular, the honeybees, *Apis mellifera* (L) or any honey-producing insects of the genus *Apis*. It includes all life stages of such insects, their genetic material, and dead remains.
- (3) *Beekeeper.* The person who keeps and raises bees and harvests honey.
- (4) *Front yard.* The area 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; or in the case of a lot abutting more than one street, the “front yard” shall include all areas extending across the full length of a lot from property line to property line and lying between the abutting street right-of-way or easement and building line.
- (5) *Hive(s).* Any receptacle or container, or part of receptacle or container, which is made or prepared for the use of bees or which is inhabited by bees.
- (6) *Permit.* Authorization annually issued by the Division to a beekeeper to maintain bees for personal and family use.

(B) *Requirements.*

- (1) No more than five hives shall be permitted on a single parcel within the land use planning jurisdiction of the City.
- (2) Every hive shall be placed at ground level or securely attached to an anchor or stand. If the hive is securely attached to an anchor or stand, the City may permit the anchor or stand to be permanently attached to a roof surface.
- (3) No hive shall be located in a front yard.
- (4) All bee equipment and hives must be maintained in good order and condition.
- (5) The Division shall authorize the removal of any hive if the owner no longer maintains the hive or if removal is necessary to protect the health, safety, and welfare of the public.

(C) *Permitting and inspection.*

- (1) No person shall, within the limits of the City, keep bees without first obtaining a beekeeping permit from the Division.
- (2) The beekeeping permit must be renewed annually. All beekeeping permits will expire on December 31 of the year of issue and shall be free of charge
- (3) A beekeeper's bee equipment and hives shall be inspected annually by the Division before the issuance of a beekeeping permit.

(D) *Enforcement.*

- (1) Failure to comply with the provisions of this section will result in revocation of the beekeeping permit in addition to any civil penalties.
- (2) Violations of zoning ordinance provisions will be enforced by the City Zoning Enforcement Officers.

(E) *Civil Penalties.*

- (1) Any person violating any provision of this section may be issued a civil citation or citations, as may be required, as follows:
 - (a) *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
 - (b) *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
 - (c) *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.
- (2) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.
- (3) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties

assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.

- (4) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
 - (a) A civil action in the nature of a debt.
 - (b) The use of a collections agency.
 - (c) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 - (d) Equitable remedies issued by a court of competent jurisdiction.
 - (e) Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (5) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-31 DEAD DOMESTICATED ANIMALS.

(A) The APS Supervisor is designated as the person whose duty it shall be to provide for the removal and disposal of any dead domesticated animal located within the limits of the city where the owner or owners of the animal cannot be determined. In accordance with G.S. 106-403 in carrying out these responsibilities, the APS Supervisor may utilize the services of other employees of the City or may contract with a farmer, veterinarian, or any other person capable of accomplishing the task, to remove and dispose of dead domesticated animals.

(B) *Civil Penalties.*

- (1) Any person violating any provision of this section may be issued a civil citation or citations, as may be required, as follows:
 - (a) *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
 - (b) *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).

- (c) *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.
- (2) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.
- (3) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
- (4) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
 - (a) A civil action in the nature of a debt.
 - (b) The use of a collections agency.
 - (c) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 - (d) Equitable remedies issued by a court of competent jurisdiction.
 - (e) Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (5) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-32 INOCULATION OF ANIMALS GENERALLY.

- (A) All dogs, cats, and ferrets in the city shall be inoculated against rabies in accordance with G.S. 130A-185.

(B) It shall be unlawful for an owner to fail to provide proof of current inoculation against rabies (hydrophobia) for any dog, cat, or ferret four months of age or older on demand of an APS officer or Law Enforcement Officer. A rabies inoculation shall be deemed current if two inoculations have been given one year apart and booster doses of rabies vaccine administered every three years thereafter.

(C) Any person inoculating an animal against rabies shall issue to the owner of the animal a metal rabies vaccination tag. The rabies vaccination shall show the year issued, a vaccination number, the words "North Carolina" or the initials "N.C." and the words "Rabies Vaccine."

(D) It shall be unlawful for the owner of a dog to allow such dog to be within the city without the metal inoculation tag securely fastened to the dog's collar or harness.

(E) Cats and ferrets shall not be required to wear the metal inoculation tag; however, the owner of a cat or ferret shall maintain the tag or the rabies vaccination certificate as written evidence to prove the cat or ferret has a current rabies inoculation.

(F) *Penalties.* A violation of this section may subject the offender to any or all of the following penalties:

(1) *Criminal.* Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to G.S. 14-4 and G.S. 160A-175 and shall pay a criminal penalty of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00).

(2) *Civil.*

(a) Any person violating any provision of this section shall be issued a civil citation or citations, as may be required, as follows:

1. *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).

2. *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).

3. *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.

- (b) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.
- (c) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
- (d) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
 - 1. A civil action in the nature of a debt.
 - 2. The use of a collections agency.
 - 3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 - 4. Equitable remedies issued by a court of competent jurisdiction.
 - 5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-33 FERAL CAT TRAP-NEUTER-RETURN PROGRAM; TNR PROGRAM.

(A) Organizations or individuals wishing to engage in Trap-Neuter-Return (TNR) shall receive training provided by the Division of Animal Protective Services and ensure the following requirements are completed for each feral cat trapped:

- (1) Each cat must be trapped using humane trapping techniques. Personally owned traps may be used for TNR purposes.

- (2) Cats must be assessed by a veterinarian and deemed to be healthy and free of communicable diseases at the time of the spay/neuter surgery.
- (3) Cats must be spayed or neutered.
- (4) While undergoing the spay or neuter surgery, each cat must be vaccinated against rabies, Feline Viral Rhinotracheitis, Calicivirus and Panleukopenia, (FVRCP), and any additional vaccinations recommended by the veterinarian performing the surgery.
- (5) Cats must be ear tipped. A tipped ear will identify the cat as having received at least one dose of each vaccination described herein.
- (6) Cat bites must be reported to the Division within 24 hours of the bite. The organization or individual shall assist the Division in the capture of the cat and surrender the cat to the Division for a rabies quarantine.
- (7) Feeding of a registered TNR colony shall be allowed under the strict adherence of a maximum 30-minute feeding schedule and documented on the TNR Tracking Form. After the feeding of the colony, all food bowls and uneaten food shall be removed.
- (8) Cats entering the TNR program must be documented for tracking purposes by the TNR caregiver using the Division's TNR Tracking Form. The veterinarian performing the procedures outlined in this section must sign the tracking form. The completed forms must be turned in to the Division for review and statistical purposes.
- (9) The individual or organization engaging in TNR shall be responsible for all costs and expenses while engaging in these activities.
- (10) The TNR caregiver shall be considered the owner in accordance with this chapter and shall be responsible for the cats within the TNR colony.
- (11) A cat in the TNR colony shall be removed from the colony and city if deemed to be a public nuisance in accordance with this chapter.
- (12) A TNR colony shall be removed from the city if deemed to be a public nuisance in accordance with this chapter.

(B) Failure to comply with the requirements of this section shall be grounds for immediate revocation of the privilege of participation in any TNR program.

(C) *Civil Penalties.*

- (1) Any person violating any provision of this section may be issued a civil citation or citations, as may be required, as follows:
 - (a) *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
 - (b) *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
 - (c) *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.
- (2) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.
- (3) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
- (4) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
 - (a) A civil action in the nature of a debt.
 - (b) The use of a collections agency.
 - (c) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 - (d) Equitable remedies issued by a court of competent jurisdiction.

- (e) Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (5) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-34 ANIMAL TRAPS AVAILABLE TO THE PUBLIC

(A) The Division is authorized to make animal traps available to members of the public under the conditions stated in this section.

(B) Live-capture animal traps provided by the City may be used only under the following conditions:

- (1) All traps must be checked at least once every 12 hours by the person who requested the trap.
- (2) Traps may be checked out for a one-week period, which may be extended for a second week at the discretion of the Division.
- (3) Persons who desire to check out any trap must complete an application provided by the Division.
- (4) Should the trap be damaged while in the possession of the public, the person in possession of the trap shall be responsible for reimbursing the City for damages.
- (5) The person who requested the trap shall immediately notify the division of any animal captured in the trap.

(C) Failure to comply with the requirements of this section shall be grounds for immediate revocation of the privilege of using a City-owned live-capture animal trap or participation in any Trap, Neuter and Return Program.

SEC. 12-2-35 ANIMAL BITE NOTIFICATION; BITES UNLAWFUL.

(A) *Bite Unlawful.* It shall be unlawful for an animal to bite a human being when that human being does not ordinarily reside on the animal owner's property unless the animal has been provoked or unless the bite victim was trespassing upon the animal owner's property at or near the time of the bite.

(B) *Reporting Bite.*

- (1) When a person has been bitten by any animal, the person, or parent, guardian, or person standing in loco parentis of the person, and the animal's owner shall notify the Division immediately and give the name

and address of the person bitten and the name and address of the animal's owner, if known or can be ascertained.

- (2) It shall be unlawful for any person to fail to inform the Division of the location to which an animal that has bitten a human being has been taken, if the owner has given the animal away, or caused in any way the animal to be taken from the owner's premises.

(C) *Penalties.* A violation of this section may subject the offender to any or all of the following penalties:

- (1) *Criminal.* Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to G.S. 14-4 and G.S. 160A-175 and shall pay a criminal penalty of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00).

- (2) *Civil.*

- (a) Any person violating any provision of this section shall be issued a civil citation or citations, as may be required, as follows:

1. *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).

2. *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).

3. *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.

- (b) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.

- (c) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section

must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.

(d) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:

1. A civil action in the nature of a debt.
2. The use of a collections agency.
3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
4. Equitable remedies issued by a court of competent jurisdiction.
5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.

(3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-36 SUMMARY DESTRUCTION OF ANIMALS THAT CANNOT BE SEIZED BY REASONABLE MEANS.

Notwithstanding any other provision of this Chapter, any inherently dangerous animal or any animal that is determined to be dangerous or who is attacking a human being or animal and that cannot be seized, retrieved, humanely trapped, or tranquilized through reasonable means may be summarily destroyed, if such destruction is necessary for the protection of life or property or for the public health and safety.

SEC. 12-2-37 PUBLIC NUISANCES.

(A) *Prohibited generally; Exceptions.* It shall be unlawful to own, keep, or harbor a public nuisance animal within the corporate limits of the City. Provided, however, it shall not be unlawful to own or keep a dog of vicious tendencies for the protection of persons or property, if such dog is securely confined in a manner not to expose it to the general public. This exception for dogs of vicious tendencies does not extend to dogs which excessively make disturbing noises or animals deemed as dangerous or vicious.

(B) *Complaint and notice.* Upon receipt of a written, detailed, and signed complaint being made to the Division by any resident or residents that any person is maintaining a public nuisance as defined in Section 12-2-1 of this chapter, the APS Supervisor shall cause the owner of the animal(s) in question to be notified that a complaint has been received and shall cause the situation complained of to be investigated and a report and findings thereon to be reduced to writing by the investigating APS officer.

(C) *Determination and Abatement.* If the written findings of the investigating APS officer indicate that the complaint is justified, then the APS Supervisor shall cause the owner of the animal(s) in question to be so notified in writing, by certified mail, return receipt requested, of a determination which shall order the abatement of such nuisance within seven (7) days after the date of the notification of the determination, and shall issue a citation to the owner of the animal(s) for the violation. In the event the owner of the animal(s) is unknown and cannot be ascertained, the determination, along with a general description of the animal(s) shall be published within a local newspaper or electronic news outlet and also on the City's website.

(D) *Impoundment upon failure to abate.* If any person receiving a determination in the manner hereinabove described shall fail or refuse to abate the nuisance as ordered by the APS Supervisor within the specified time, the APS Supervisor may cause the animal(s) in question to be seized and impounded in accordance with the provisions of Section 12-2-11 of this chapter.

(E) *Right of appeal.* An animal owner may appeal the determination of the APS Supervisor in accordance with the provisions of Section 12-2-16.

(F) *Reclamation; destruction.* If the owner shall so request, the animal(s) may be reclaimed pursuant to the provisions of Section 12-2-10. The APS Supervisor may require as a condition of abatement and reclamation that the owner execute a written agreement providing the specific conditions of abatement necessary to comply with the determination and order of abatement issued in accordance with this section. If the owner fails to execute the written agreement, or fails to reclaim the animal(s) at issue, within the time specified under Section 12-2-10, then the animal shall be disposed of in accordance with the provisions of Section 12-2-10.

(G) *Penalties.* A violation of this section may subject the offender to any or all of the following penalties:

- (1) *Criminal.* Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to G.S. 14-4 and G.S. 160A-175 and shall pay a criminal penalty of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00).
- (2) *Civil.*
 - (a) Any person violating any provision of this section shall be issued a civil citation or citations, as may be required, as follows:

1. *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
 2. *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
 3. *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.
- (b) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.
- (c) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
- (d) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
1. A civil action in the nature of a debt.
 2. The use of a collections agency.
 3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 4. Equitable remedies issued by a court of competent jurisdiction.

5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-38 RESTRAINT OF ANIMALS.

(A) It shall be unlawful for any owner or person to permit or negligently allow any domesticated animal to run at large, provided that a domesticated animal may be off the owner's real property if the domesticated animal is under physical restraint.

(B) *Penalties.* A violation of this section may subject the offender to any or all of the following penalties:

- (1) *Criminal.* Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to G.S. 14-4 and G.S. 160A-175 and shall pay a criminal penalty of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00).
- (2) *Civil.*
 - (a) Any person violating any provision of this section shall be issued a civil citation or citations, as may be required, as follows:
 1. *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
 2. *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
 3. *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.
 - (b) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.

- (c) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.

 - (d) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
 - 1. A civil action in the nature of a debt.
 - 2. The use of a collections agency.
 - 3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 - 4. Equitable remedies issued by a court of competent jurisdiction.
 - 5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-39 DEFECATION.

(A) *Public Property:* It shall be unlawful for any animal owner to fail to immediately remove feces deposited by the animal on any street, sidewalk, park, or other City or publicly owned area.

(B) *Private Property:* It shall be unlawful for any animal owner to fail to immediately remove feces deposited by the animal on any private property unless the owner of the property has given permission allowing such use of the property.

(C) *Penalties.* A violation of this section may subject the offender to any or all of the following penalties:

- (1) *Criminal.* Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to G.S. 14-4 and G.S. 160A-175 and

shall pay a criminal penalty of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00).

(2) *Civil.*

(a) Any person violating any provision of this section shall be issued a civil citation or citations, as may be required, as follows:

1. *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
2. *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
3. *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.

(b) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.

(c) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.

(d) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:

1. A civil action in the nature of a debt.

2. The use of a collections agency.
3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
4. Equitable remedies issued by a court of competent jurisdiction.
5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.

(3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-40 LIMITATION ON NUMBER OF DOMESTICATED ANIMALS ALLOWED.

(A) It shall be unlawful to have more than three (3) canines on any one parcel within the city.

(B) It shall be unlawful to have more than six (6) domesticated animals on any one parcel within the city. At no point shall there be any more than three (3) canines on any one parcel within the city.

(C) *Penalties.* A violation of this section may subject the offender to any or all of the following penalties:

(1) *Criminal.* Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to G.S. 14-4 and G.S. 160A-175 and shall pay a criminal penalty of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00).

(2) *Civil.*

(a) Any person violating any provision of this section shall be issued a civil citation or citations, as may be required, as follows:

1. *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).

2. *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).

3. *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.
- (b) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.
 - (c) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
 - (d) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
 1. A civil action in the nature of a debt.
 2. The use of a collections agency.
 3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 4. Equitable remedies issued by a court of competent jurisdiction.
 5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-41 INTERFERENCE.

(A) It shall be unlawful for any person to interfere with, obstruct, hinder, or molest the APS Division or its officers, agents, or veterinarians in the performance of any duty authorized by this chapter, or release, attempt to release, or procure another to release or attempt to release any animal in the custody of the Division except as is provided in this chapter.

(B) *Penalties.* A violation of this section may subject the offender to any or all of the following penalties:

- (1) *Criminal.* Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to G.S. 14-4 and G.S. 160A-175 and shall pay a criminal penalty of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00).
- (2) *Civil.*
 - (a) Any person violating any provision of this section shall be issued a civil citation or citations, as may be required, as follows:
 1. *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
 2. *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
 3. *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.
 - (b) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.
 - (c) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.

- (d) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
1. A civil action in the nature of a debt.
 2. The use of a collections agency.
 3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 4. Equitable remedies issued by a court of competent jurisdiction.
 5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-42 PROHIBITION AGAINST GIVEAWAYS IN PUBLIC PLACES.

(A) It shall be unlawful to display any animal in a public place for the purpose of selling or giving the animal away. This section does not apply to the display of animals by and within a pet shop, commercial kennel, animal welfare organization, or veterinarian's office.

(B) *Penalties.* A violation of this section may subject the offender to any or all of the following penalties:

- (1) *Criminal.* Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to G.S. 14-4 and G.S. 160A-175 and shall pay a criminal penalty of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00).
- (2) *Civil.*
 - (a) Any person violating any provision of this section shall be issued a civil citation or citations, as may be required, as follows:
 1. *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).

2. *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
 3. *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.
- (b) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.
- (c) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
- (d) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
1. A civil action in the nature of a debt.
 2. The use of a collections agency.
 3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 4. Equitable remedies issued by a court of competent jurisdiction.
 5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.

- (3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SEC. 12-2-43 BIRD SANCTUARY.

- (A) A bird sanctuary is created and established within the corporate limits of the city.

(B) It shall be unlawful for any person to hunt, kill, trap, or otherwise take any protected bird within the corporate limits of the city except pursuant to a permit issued by the North Carolina Wildlife Resources Commission under G.S. 113-274(c)(1a) or under any other license or permit of the Wildlife Resources Commission specifically made valid for use within the city limits. For the purpose of this section, a protected bird means any bird except a bird classed as a pest under G.S. Chapter 113, Article 22A (the Use of Poisons and Pesticides), G.S. Chapter 106, Article 4C (the Structural Pest Control Act of North Carolina of 1955) or G.S. Chapter 143, Article 52 (the North Carolina Pesticide Law of 1971).

(C) *Penalties.* A violation of this section may subject the offender to any or all of the following penalties:

- (1) *Criminal.* Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to G.S. 14-4 and G.S. 160A-175 and shall pay a criminal penalty of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00).
- (2) *Civil.*
- (a) Any person violating any provision of this section shall be issued a civil citation or citations, as may be required, as follows:
1. *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
 2. *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
 3. *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.
- (b) *Contents and service of civil citation.* A civil citation issued for a violation of any provision of this section shall clearly state when the

civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by first-class mail upon the violator by an APS officer or by a member of the Greenville Police Department.

- (c) *Appeals; payment of civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
 - (d) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
 - 1. A civil action in the nature of a debt.
 - 2. The use of a collections agency.
 - 3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 - 4. Equitable remedies issued by a court of competent jurisdiction.
 - 5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

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. In accordance with Session Law 2021-138, Part XIII., Section 13.(b), this ordinance specifying a criminal penalty has been enacted at the meeting other than that in which it was first introduced.

SECTION 5. This ordinance will become effective _____, 2022.

This the ____ day of _____, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 05/09/2022

Title of Item: Letter of Intent Between the City of Greenville and Taft Family Ventures Related to the Economic Development of City Owned Property Located at 729 Dickinson Avenue

Explanation: City staff will present, for Council approval, a nonbinding Letter of Intent (LOI) between the City of Greenville and Taft Family Ventures (Taft) related to the economic development of City owned property along the Dickinson Avenue Corridor. The LOI outlines the terms of the development project that are acceptable to both the City and Taft. Although it is nonbinding, the LOI will set the framework between the City and Taft for the adoption of a formal Development Agreement.

Taft is proposing the development of approximately 150 professional, non-undergraduate market rate rental units along Dickinson Avenue. The project will consist of one bedroom and two bedroom units with only one lease allowed per unit. The market rate complex will include the construction of a 390 space parking deck to serve the parking needs of Taft, the E.B. Ficklen hotel and event space project being developed by Stark Holdings, LLC, and the City.

The project area for the development will consist of the following Pitt County Tax parcels:

Tax Parcel #	Address	Current Owner	Approx. Acreage
20038	729 Dickinson Avenue	City of Greenville	0.65
15712	0 Dickinson Avenue	Taft Family Ventures	0.39
26929	202 West Eight Street	Taft Family Ventures	0.27
26981	226 West Eight Street	Taft Family Ventures	0.83

The City owned property located at 729 Dickinson Avenue is the current location of the North Carolina Museum of Natural Sciences (Museum). The scope of the proposed project includes the relocation of the Museum from the City owned property into the Taft owned Cupola Building located at 226 West Eight Street.

The following is a summary of the terms of the LOI as agreed to by the City and Taft:

- The City shall convey the property located at 729 Dickinson Avenue to Taft for a price of \$1,240,000.00, which is the property's current fair market value as of an independent appraisal dated March 1, 2022.
- Taft shall close on the sale of the property within 12 months of the effective date of the Development Agreement.
- Taft shall apply for a building permit for the project within 12 months of the effective date of the Development Agreement.
- Taft shall complete all phases of the project within 24 months of the issuance date of the building permit.
- The market rate complex shall consist of one bedroom and two bedroom units only. Taft shall require only one lease per unit.
- Taft shall structure the market rate lease so as to not allow parents of any undergraduate student resident to co-sign / guarantee the lease.
- Taft shall lease the City 45 parking spaces within the Taft parking deck to be utilized for the general public parking needs of the City.
- The City shall utilize the 45 leased spaces to provide parking for the general public on an hour by hour, fee basis. The City shall also reserve the right to sublease the parking spaces to members of the general public in compliance with the City's Uptown Parking Policy.
- Taft shall lease the Cupola Building to the Museum for the Museum's operational use. The lease shall be for a minimum 30 year period at an annual lease rate of \$1.00 per year, so long as the Museum is in existence.
- Taft shall commit to funding a minimum \$480,000.00 in improvements to the Cupola Building for the benefit of the Museum's relocation and buildout. The City shall make a cash contribution of \$240,000.00 as a match to Taft's contribution. The \$240,000.00 shall be utilized for the benefit of the Museum's relocation, buildout, programming or operation within the new Cupola building location.

Upon Council's approval of the LOI, the City and Taft shall move forward with the preparation of a formal Development Agreement to be adopted by Council at a future date.

Fiscal Note:

- Per the nonbinding terms of the LOI, the City would convey the property located at 729 Dickinson Avenue to Taft at a price of \$1,240,000.00, which is equal to the property's fair market value as of an independent appraisal dated March 1, 2022.

- It is estimated that Taft's proposed project, inclusive of the market rate complex, parking deck, and Cupola Building improvements, will have a positive impact of approximately \$30 million on the City's property tax base.
- Based on the City's current property tax rate, it is estimated that the project will increase the City's annual property tax revenues by approximately \$146 thousand.
- The City will make a cash contribution of \$240,000.00 to the Museum for the benefit of the Museum's relocation, buildout, programming or operation within the new Cupola building location.

Recommendation: Consider for approval the Letter of Intent between the City of Greenville and Taft Family Ventures related to the economic development of City owned property located at 729 Dickinson Avenue.

ATTACHMENTS

 [LOI Taft.pdf](#)



May 9, 2022

Mr. Thomas Taft, Jr.
 Taft Family Ventures
 631 Dickinson Avenue
 Greenville, NC 27834

Dear Mr. Taft:

Thank you for your interest in the development of publicly owned property located at 729 Dickinson Avenue (the “Project Area”). The City of Greenville (the “City”) is interested in further exploring with you an arrangement for Taft Family Ventures (“Taft”) and / or assigns to work with the City on this project.

The City requests your consideration of this nonbinding Letter of Intent (the “LOI”). This LOI outlines the terms for this arrangement which would be acceptable to the City. As stated, this LOI would be nonbinding, and any contractual terms derived from this LOI would be set forth in a Development Agreement (the “Agreement”) between the City and Taft that shall be adopted by City Council at a regularly scheduled Council meeting. However, for the sake of reaching a consensus in the most expeditious way possible, it is very important that the City and Taft have an understanding as to the basic terms of this arrangement. So if Taft does not agree with any of the following terms or needs to add any additional terms, please let the City know. Once we have agreed upon and executed the basic terms of this LOI, we will move forward with the preparation of the Agreement.

The terms which the City believes will work best for the project are as follows:

Project Location:

1. The proposed Project Area will consist of the following Pitt County tax parcels:

Tax Parcel #	Address	Current Owner	Approximate Acreage
20038	729 Dickinson Avenue	City of Greenville	0.65
15712	0 Dickinson Avenue	Taft Family Ventures	0.39
26929	202 West Eighth Street	Taft Family Ventures	0.27
26981	226 West Eighth Street	Taft Family Ventures	0.83

A map of the Project Area is included in Attachment A.

2. The project shall consist of the development of the following within the Project Area:
 - a. Class A market rate apartment complex.
 - b. Parking deck to support the market rate apartment complex and the City's public parking needs as outlined herein.
 - c. Relocation of the NC Museum of Natural Sciences (the "Museum").
3. The City shall fund a survey of Tax Parcel #20038 to determine the exact acreage to be disposed of by the City to Taft as part of the project. The City and Taft shall mutually agree as to the exact tax parcel and acreage to be conveyed as part of the project. The City's Surveyor will coordinate with Taft's Surveyor for a recombination plat of the aforementioned parcels that Taft's surveyor will serve as lead.

Class A Market Rate Apartment Complex:

4. A closing conveying the City-owned property (Tax Parcel #20038) in the Project Area shall occur within twelve (12) months of the approval date of the Development Agreement ("Agreement") by City Council (the "Effective Date").
5. An initial deposit in the amount of \$25,000 will be made by Taft to the City related to the conveyance of the City-owned property (Tax Parcel #20038) within five (5) working days of the Effective Date of the Agreement.
 - a. Taft's obligation to purchase the property is contingent upon completion of a review of the property to Taft's satisfaction (the "Study Period"). The Study Period shall begin with the execution of this LOI and shall end on or before the date which is 120 days following the Effective Date. Such review and investigation shall be conducted at Taft's sole expense.
 - b. Upon execution of this LOI, the City shall provide Taft direct access to the City property to complete any due diligence items during the Study Period.
 - c. The City shall deliver to Taft copies of all tests, studies, surveys and any other documents pertinent to the property and its operation upon execution of this LOI.
 - d. The deposit will be refundable within 120 days from the Effective Date if Taft notifies the City within that period that it has determined not to purchase the property or the City notifies Taft it has determined not to convey the property.

- e. If Taft does not notify the City that it has determined to not purchase the property within that period, then Taft shall deposit an additional \$25,000 with the City within five (5) working days of the end of the 120-day period.
 - f. The total deposit of \$50,000 will be refundable to Taft only if there is a failure of the Agreement related to the City's conveyance of the property (title issues, environmental, etc.) or the City notifies Taft that it has determined not to convey the property.
 - g. The \$50,000 deposit shall be applied to the purchase price at closing and shall be deposited with a mutually agreed upon escrow agent.
6. Taft shall pay at closing the fair market value of \$1,240,000.00 for the City-owned property (Tax Parcel #20038), which is equal to the value recorded in the independent, third party appraisal funded by the City and dated March 1, 2022.
7. Taft shall apply for a building permit for the project within twelve (12) months of the Effective Date of the Agreement.
 - a. In the event a building permit for the project is not applied for within the twelve-month (12) period, the City at its option may refund any payments made by Taft less the amount of the deposit and the ownership of the property will revert to the City.
 - b. The twelve-month (12) period can be extended by written agreement of the parties if factors beyond Taft's control surfaces, but Taft must show the City reasonable progress with the project design documents.
8. The City shall render to Taft all reasonably expedient assistance in obtaining any permits, plan reviews, consents or approvals which are necessary in connection with the development and completion of Taft's projects. However, reasonably expedient assistance shall in no way imply or be interpreted as any expectation of the City or obligation of the City to take any specific action on permits, plan reviews or other applications that are not in compliance with the North Carolina State Building Code or City of Greenville, N.C. Code of Ordinances.
9. Taft shall develop all properties in conformity with the Agreement and comply with governmental zoning or other regulatory requirements.
 - a. Taft shall provide the City with both preliminary and final plans for its review for consistency with the Agreement prior to the building permit being applied.
 - b. Taft shall agree to comply with governmental zoning requirements for the project, to include all exterior building materials and finishes for the project, and site improvements to be constructed on the property.

- c. During construction, Taft will allow the City access to all properties so that the City may conduct inspections of the work for consistency with the Agreement.
10. Taft shall complete all phases of the market rate apartment project within twenty-four (24) months of the issuance date of the building permit. The completion date may be extended to a date beyond twenty-four (24) months only upon mutual agreement of the City and Taft (the “Extended Date”).
 - a. The City shall not unreasonably deny an extension of the completion date requested by Taft.
 - b. Rain days prior to the structure being dried in and force majeure events will be credited against the twenty-four-month (24) period and any subsequent extended period.
 - c. The project shall be deemed complete upon issuance of Certificates of Occupancy for all phases of the market rate apartment project.
11. The following restrictions shall apply to the market rate apartment complex component:
 - a. The project shall include at least 150 professional, non-undergraduate student market rate units.
 - b. The exterior façade of the project shall be consistent with other Taft developed mid-rise projects in the Uptown district.
 - c. There shall be no “quad style” units included in the project.
 - d. The market rate units shall consist of a combination of one- and two-bedroom units.
 - e. Taft shall require only one lease per unit.
 - f. Taft shall structure the market rate lease so as to not allow the parents of any undergraduate student resident to co-sign/guarantee the lease.
 - g. Taft shall annually supply to the City upon request any relevant documentation requested for review as to Taft’s compliance with the requirements related to market rate housing as included in the Agreement.
12. Taft shall fund all parking necessary for the market rate housing, as required by City Ordinance, for the project.
13. The City shall cooperate with Taft’s general contractor as to any needed street closures related to the market rate development during the construction period.

14. Taft shall include an art component in the project. The type, size, cost and location shall be at the complete discretion of Taft.

Parking Deck:

15. Taft shall construct a parking deck within the Project Area to support the market rate apartment complex and the City’s public parking needs.

16. The parking deck shall include a minimum of 390 parking spaces to support the public and private needs of the development.

17. The City shall cooperate with Taft’s general contractor as to any needed street closures related to the parking deck during the construction period.

18. Taft shall lease the City a minimum of 45 parking spaces in the parking deck to be used for the following public parking needs:

- a. Public parking open to the general public on an hour by hour, fee basis. The hourly parking fee charged to the general public by the City for use of the City’s leased parking spaces shall be at the sole discretion of City Council as included in the Council adopted Manual of Fees.
- b. Sublease parking spaces to members of the general public in compliance with the City’s Council adopted Uptown Greenville Parking Policy.

19. The following conditions shall apply to the parking spaces within the parking deck leased to the City from Taft:

- a. The City shall have twenty-four (24) hour a day, seven (7) days a week access to the parking spaces to be used for the City’s public parking needs.
- b. The City shall have sole discretion as to the distribution of the leased spaces between hourly public parking spaces and subleased spaces.
- c. The City spaces will be located on the first level of the deck and shall not be mixed into the residential or Stark parking.
- d. The lease between the City and Taft shall be for an initial term of fifteen (15) years. At the end of the initial fifteen (15) year term, the lease shall automatically renew on a year-by-year basis with an option to terminate by either the City or Taft with one-year written notice.
- e. The City shall lease the parking spaces from Taft at a rate of \$90 per month per space for year one of the lease. For the initial term of the lease and each automatic annual

renewal, the annual lease rate paid per month, per space by the City shall not increase by more than two percent (2.0%).

- f. The City shall have the sole responsibility of policing the leased parking spaces for violations and trash removal.
 - g. The City shall be responsible for the installation of all equipment that will be required by the City to manage the leased parking spaces. The City shall be responsible for all monthly expenses, inclusive of internet and electrical power, required to operate the parking management equipment.
 - h. Taft shall be responsible for funding all structural maintenance required on an annual basis to ensure the ongoing structural integrity of the parking deck.
20. Taft shall have the option to lease no more than ten (10) on-street parking spaces in the Project Area located on 8th Street, adjacent to the Taft office building.
- a. The leased spaces shall be designated for Taft's employee use between the time of 8 a.m. and 5:00 p.m., Monday through Friday. The spaces shall be available for general public parking outside of the timeframe designated for Taft's use.
 - b. Taft shall lease the spaces from the City at the monthly Employer Parking Permit Rate per space as included in the Council adopted Manual of Fees.

Relocation of NC Museum of Natural Sciences:

21. In order to allow for the construction of the market rate apartment complex and parking deck in the Project Area, Taft shall provide for the relocation of the Museum from property owned by the City at 729 Dickinson Avenue (Tax Parcel #20038) into the Taft owned Cupola Building located at 226 West Eight Street (Tax Parcel #26981).
22. Taft shall lease the Cupola Building to the Museum, for its operational needs and uses as a Museum only, for a minimum term of thirty (30) years at an annual rate of \$1.00 per year so long as the Museum is in existence. All other terms of the lease agreement shall be negotiated between Taft and the Museum and shall be independent from the City. City acknowledges that Taft shall utilize the basement of the Cupola for amenities for the market rate apartment project.
23. Taft shall commit to funding a minimum of \$480,000 in improvements to the Cupola Building for the benefit of the Museum's relocation and buildout. Taft shall provide documentation to include, but not be limited to, contracts, purchase orders and invoices to support Taft's investment in improvements to the Cupola Building. As a match to Taft's contribution, the City shall make a cash contribution of \$240,000 to the Museum that shall be utilized by the Museum for the Museum's relocation, buildout, programming or operation within the new Cupola building location.

24. The City shall not be responsible for accommodating and / or funding the public parking needs of the Museum. As with the general public, patrons of the Museum shall have access to the City's general public parking spaces within the parking deck on a first come, first serve hourly fee basis.

Following Council adoption of this LOI and until the negotiations for the Agreement are terminated by either the City and / or Taft, the City agrees to not enter into discussions, or solicit, entertain, negotiate or accept offers, regarding the sale, ground leasing, financing, capitalization, development, restructuring or disposition of the City owned property within the Project Area being located at 729 Dickinson Avenue (Tax Parcel #20038) other than with the prior written consent of Taft.

If the above terms are acceptable, please sign below where indicated. We are excited about the opportunity to move forward with you to develop the Agreement and to make this project become a reality.

Sincerely,

Ann E. Wall
City Manager

The above terms of this LOI are accepted and shall be the primary basis for the preparation of the Agreement between the City and Taft.

Thomas F. Taft, Jr, Principal, Taft Family Ventures

Date:

**ATTACHMENT A
PROJECT AREA**



Tax Parcel #	Address	Current Owner	Approximate Acreage
20038	729 Dickinson Avenue	City of Greenville	0.65
15712	0 Dickinson Avenue	Taft Family Ventures	0.39
26929	202 West Eighth Street	Taft Family Ventures	0.27
26981	226 West Eighth Street	Taft Family Ventures	0.83



City of Greenville, North Carolina

Meeting Date: 05/09/2022

Title of Item: Letter of Intent Between the City of Greenville, Taft Family Ventures, and Stark Holdings, LLC Related to the Economic Development of Both Public and Private Property Located Along the Dickinson Avenue Corridor

Explanation: City staff will present, for Council approval, a nonbinding Letter of Intent (LOI) between the City of Greenville, Taft Family Ventures (Taft) and Stark Holdings, LLC (Stark) related to the economic development of public and private property along the Dickinson Avenue corridor. The LOI outlines the terms of the development project that are acceptable to the City, Taft and Stark. Although it is nonbinding, the LOI will set the framework between the City, Taft and Stark for the adoption of a formal Development Agreement.

Both Taft and Stark have proposed the economic development of two projects located within the block of Dickinson Avenue bordered by Eight Street to the North, Washington Street to the East, 9th Street to the South, and Ficklen Street to the West. Although the Taft and Stark projects are private developments independent of each other, both project are geographically connected and bordered by the City street right-of-ways listed above.

The project area for both developments will consist of the following Pitt County Tax parcels:

Tax Parcel #	Address	Current Owner	Approx. Acreage	Project Area
20038	729 Dickinson Avenue	City of Greenville	0.65	Taft
15712	0 Dickinson Avenue	Taft Family Ventures	0.39	Taft
26929	202 West Eighth Street	Taft Family Ventures	0.27	Taft
26981	226 West Eighth Street	Taft Family Ventures	0.83	Taft
03613	0 Ficklen Street	Stark Holdings, LLC	0.96	Stark
03614	0 West Eighth Street	Stark Holdings, LLC	0.25	Stark
21542	200 West Ninth Street	Stark Holdings, LLC	1.63	Stark

The City owned property located at 729 Dickinson Avenue is the current location of the North Carolina Museum of Natural Sciences (Museum).

The following is a summary of the scopes of both development projects:

Stark:

- Project includes the development of a Marriott boutique hotel with at least 72 rooms.
- Hotel will be located within the rehabilitated E.B. Ficklen Tobacco Warehouse
- Project includes a full service, public restaurant with a ten thousand square foot event space

Taft:

- Project includes a Class A market rate apartment complex consisting of at least 150 professional, non-undergraduate market rate units.
- Project includes the construction of a parking deck with a minimum of 390 parking spaces to support the parking needs of the market rate apartment complex, Stark's project and the general public parking needs of the City.
- Project includes the relocation of the Museum from the City owned property into the Taft owned Cupola Building located at 226 West Eighth Street.

As a component of each developer's private investment in their respective projects, the City will fund the completion of various public infrastructure improvements within the public street right-of-ways bordering the project area. The following is a summary of the public infrastructure improvements as outlined in the LOI:

- City shall fund the installation of streetscape improvements within the public street right-of-ways to include updated ADA ramps, standard sidewalks on both sides of the roadway, planting of canopy trees and improved pedestrian lighting. Improvements shall also include installation of street furniture, bicycle racks, trash receptacles and decorative lighting.
- City shall fund the complete rebuild of Ficklen Street
- City shall fund the replacement of the public stormwater pipe that runs through Ficklen Street between Dickinson Avenue and 9th Street.

The LOI outlines various conditions that shall apply to the City's commitment to fund both the streetscape improvements and the rebuild of Ficklen Street. The following is a summary of the conditions:

- The closing conveying the City owned property to Taft shall occur within 12 months of City Council's approval of the Purchase Agreement.
- The assessed property tax value for the Taft project shall have been

determined to have increased to approximately \$30 million.

- The assessed property tax value for the Stark project shall have been determined to have increased to approximately \$20 million.
- Building permits for all project shall be issued.

Upon Council's approval of the LOI, the City, Taft and Stark shall move forward with the preparation of a formal Development Agreement to be adopted by Council at a future date.

Fiscal Note:

- The City will convey the property located at 729 Dickinson Avenue to Taft at a price of \$1,240,000.00, which is equal to the property's fair market value as of an independent appraisal dated March 1, 2022. This term will be stipulated in a separate LOI between the City and Taft.
- Both the Taft and Stark projects are estimated to have a positive impact of approximately \$50 million (combined) on the City's property tax base.
- Based on the City's current property tax rate, it is estimated that the project will increase the City's annual property tax revenues by approximately \$195,000.
- The City shall commit funding to the streetscape improvements and rebuild of Ficklen in an amount not to exceed \$3.1 million. The following are the projected funding sources of the \$3.1 million commitment:
 - Proceeds from sale of Dickinson Avenue property (\$1 million)
 - Capital Reserve Funds
 - Capital financing
- The City's actual funding commitment shall be commensurate to the approximate level of increased tax base realized as outlined in the Explanation Section above.
- The City shall seek to apply for applicable State and / or Federal grants to supplement the City's actual funding commitment.
- Taft and / or Stark shall be provided the ability, at their option, to commit private funding to supplement the City's actual funding commitment.
- Replacement of the stormwater pipe running through Ficklen Street will be funded by Stormwater Enterprise Fund revenues as a component project of the City's overall stormwater plan.

Recommendation: Consider for approval the Letter of Intent between the City of Greenville, Taft

Family Ventures, and Stark Holdings, LLC related to the economic development of both public and private property located along the Dickinson Avenue corridor

ATTACHMENTS

 [LOI Dickinson Infrastructure.pdf](#)



Find yourself in good company®

May 9, 2022

Mr. Thomas Taft, Jr.
 Taft Family Ventures
 631 Dickinson Avenue
 Greenville, NC 27834

Mr. William L. Clark
 Stark Holdings, LLC
 3675 Marine Drive
 Greenville, NC 27834

Dear Mr. Taft and Mr. Clark:

Thank you for your interest in the development of both publicly and privately owned property located in Uptown Greenville along the Dickinson Avenue corridor. The City of Greenville (the “City”) is interested in further exploring an arrangement for Taft Family Ventures (“Taft”), Stark Holdings, LLC (“Stark”) and / or assigns to work with the City on this project.

The City requests your consideration of this nonbinding Letter of Intent (the “LOI”). This LOI outlines the terms for this arrangement which would be acceptable to the City. As stated, this LOI would be nonbinding, and any contractual terms derived from this LOI would be set forth in one Development Agreement (the “Agreement”) between the City, Taft and Stark that shall be adopted by City Council at a regularly scheduled Council meeting. However, for the sake of reaching a consensus in the most expeditious way possible, it is very important that the City, Taft and Stark have an understanding as to the basic terms of this arrangement. So if either party does not agree with any of the following terms or needs to add any additional terms, please let the City know. Once we have agreed upon and executed the basic terms of this LOI, we will move forward with the preparation of the Agreement.

The terms which the City believes will work best for the project are as follows:

Project Location and Description:

1. The proposed Project Area will consist of the following Pitt County tax parcels:

Tax Parcel #	Address	Current Owner	Approximate Acreage	Project Area
20038	729 Dickinson Avenue	City of Greenville	0.65	Taft
15712	0 Dickinson Avenue	Taft Family Ventures	0.39	Taft
26929	202 West Eighth Street	Taft Family Ventures	0.27	Taft
26981	226 West Eighth Street	Taft Family Ventures	0.83	Taft
03613	0 Ficklen Street	Stark Holdings, LLC	0.96	Stark
03614	0 West Eighth Street	Stark Holdings, LLC	0.25	Stark
21572	200 West Ninth Street	Stark Holdings, LLC	1.63	Stark

A map of the Project Area is included in Attachment A.

2. It shall be the intent of the City to convey the City-owned property (Tax Parcel #20038) within the Taft Project Area to Taft for the development of the Taft projects described in Item #3 of this LOI. The basic terms of this conveyance, except as included in Item #8 of this LOI, shall be outlined in a separate, City Council adopted LOI between the City and Taft.
3. The project shall consist of the development of the following within the Project Area:
 - a. Class A market rate apartment complex developed by Taft:
 - i. The project shall include the development of an apartment complex consisting of at least 150 professional, non-undergraduate market rate units.
 - ii. The project shall include the construction of a parking deck with a minimum of 390 parking spaces to support the parking needs of the market rate apartment complex, Stark’s project and the general public parking needs of the City, on an individual lease basis between Taft, Stark and the City.
 - b. Relocation of the NC Museum of Natural Sciences (the “Museum”):
 - i. Taft shall provide for the relocation of the Museum from property owned by the City at 729 Dickinson Avenue (Tax Parcel #20038) into the Taft owned Cupola Building located at 226 West Eight Street (Tax Parcel #26981).
 - c. E.B. Ficklen Hotel and event space developed by Stark:
 - i. The project shall include the development of a Marriott boutique hotel with at least 72 rooms within the rehabilitated E.B. Ficklen Tobacco Warehouse.
 - ii. The project shall include a full service, public restaurant with a ten thousand (10,000) square foot event space.

Public Infrastructure Improvements:

The following public infrastructure improvements shall be completed by the City in conjunction with the completion of the Taft and Stark projects included in Item #3 of this LOI:

4. The City shall fund the installation of streetscape improvements, in conformity with the adopted streetscape master plan and contingent on the conditions outlined in Item #8 of this LOI, for the areas located within the following public street right-of-ways of the Project Area:
 - a. Ficklen Street from Dickinson Avenue to 9th Street
 - b. 9th Street From Ficklen Street to Washington Street

- c. Washington Street from 9th Street to 8th Street
- d. 8th Street From Dickinson Avenue to Washington Street

A map of the streetscape improvement locations within the Project Area is included in Attachment B.

- 5. The City shall fund the rebuild of Ficklen Street, contingent on the conditions outlined in Item #8 of this LOI, between Dickinson Avenue and 9th Street.
 - a. As a component of the design for the rebuild of Ficklen Street, the City shall consider reconfiguring that portion of Ficklen Street, lying between 9th Street and the endpoint of Stark's hotel, from a two-way street to a one-way street, with access to the Taft parking deck on Ficklen Street maintained as two-way.
- 6. The City shall fund the replacement of the public stormwater pipe that runs through Ficklen Street between Dickinson Avenue and 9th Street.
- 7. The following standards shall apply to the public infrastructure improvements:
 - a. The improvements shall be in compliance with City standards and specifications and be compatible with the streetscape improvements included in the North Carolina Department of Transportation's Dickinson Avenue Improvements project.
 - b. The improvements shall include updates to ADA ramps and the addition of standard sidewalks on both sides of the roadway.
 - c. The improvements shall include the addition of canopy trees, street furniture, bicycle racks, improved pedestrian lighting, trash receptacles and decorative lighting.
- 8. The following conditions shall apply to the City's commitment to fund the public infrastructure improvements included in Item #4 and Item #5 of this LOI:
 - a. During the timeframe that Taft and Stark finalize the designs and specifications of each party's respective projects, the City, Taft and Stark shall work in partnership to develop the goals and requirements of the public infrastructure improvements.
 - b. The final design and specifications of the public infrastructure improvements shall be funded as follows:
 - i. The City shall commit funding to the public infrastructure improvements in an amount not to exceed \$3,100,000.00. The amount of the City's actual funding commitment for the public infrastructure improvements shall be commensurate to the approximate level of increased tax base realized by the City as outlined in Item #8.d and Item#8.e of this LOI.

- ii. The City shall seek to apply for applicable State and / or Federal grants to supplement the City's actual funding commitment of an amount not to exceed \$3,100,000.00. The City's obligation to fund the public infrastructure improvements, up to the amount of the City's actual funding commitment of \$3,100,000.00, shall not be conditioned on the award of any State and / or Federal grant to the City for public infrastructure.
 - iii. Taft and Stark, individually or collectively, shall be provided the ability, at their option, to commit private funding to supplement the City's actual funding commitment for enhancements to the requirements outlined in Item #7 of this LOI.
 - c. A closing conveying the City-owned property (Tax Parcel #20038) in the Taft Project Area to Taft shall occur within twelve (12) months of City Council's approval of the Purchase Agreement between the City and Taft.
 - d. Upon the issuance of all Certificates of Occupancy, the assessed Pitt County property tax value for the Taft Project Area shall be determined by the Pitt County Tax Assessor, following their prescribed procedures, to have increased to approximately \$30 million total as compared to the last recorded tax assessments prior to the issuance of the building permits for all projects.
 - e. Upon the issuance of all Certificates of Occupancy, the assessed Pitt County property tax value for the Stark Project Area shall be determined by the Pitt County Tax Assessor, following their prescribed procedures, to have increased to approximately \$20 million as compared to the last recorded tax assessments prior to the issuance of the building permits for all the projects:
 - f. The City's obligation to provide the public infrastructure improvements is conditioned upon the issuance of all building permits for all projects comprising both the Taft development and Stark development as listed and described in Item #3 of this LOI.
- 9. It shall be the intent for both the Taft and Stark developments to be designed so as to provide for the use of a trash compactor to efficiently remove the refuse of the market rate apartments, hotel and event center.
- 10. The City shall assist in dialogue with Greenville Utilities Commission to provide support in the following:
 - a. Placing electrical meters and water meters inside the parking deck or buildings in order to maximize the project's operational space.
 - b. Converting and upgrading overhead electrical service to underground electrical service in the Project Area.

c. Upgrading capacity for water, sewer and gas in the Project Area.

11. The City shall work in tandem with Taft and Stark to coordinate the timing of the infrastructure improvements based on the timelines of each developer's respective projects.

If the above terms are acceptable, please sign below where indicated. We are excited about the opportunity to move forward with you to develop the Agreement and to make this project become a reality.

Sincerely,

Ann E. Wall
City Manager

The above terms of this LOI are accepted and shall be the primary basis for the preparation of the Agreement between the City, Taft and Stark.

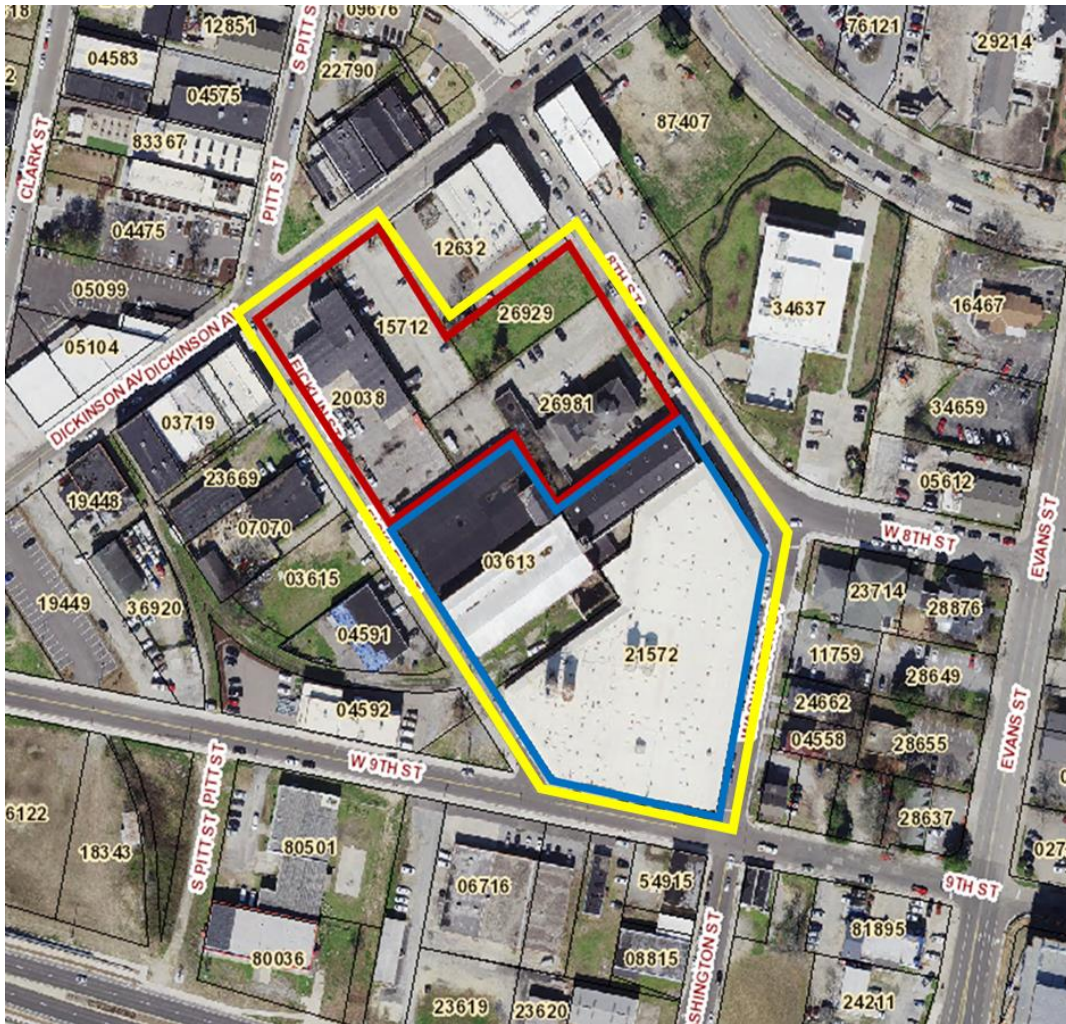
Thomas F. Taft, Jr, Principal, Taft Family Ventures

Date:

William L. Clark, Principal, Stark Holdings, LLC

Date:

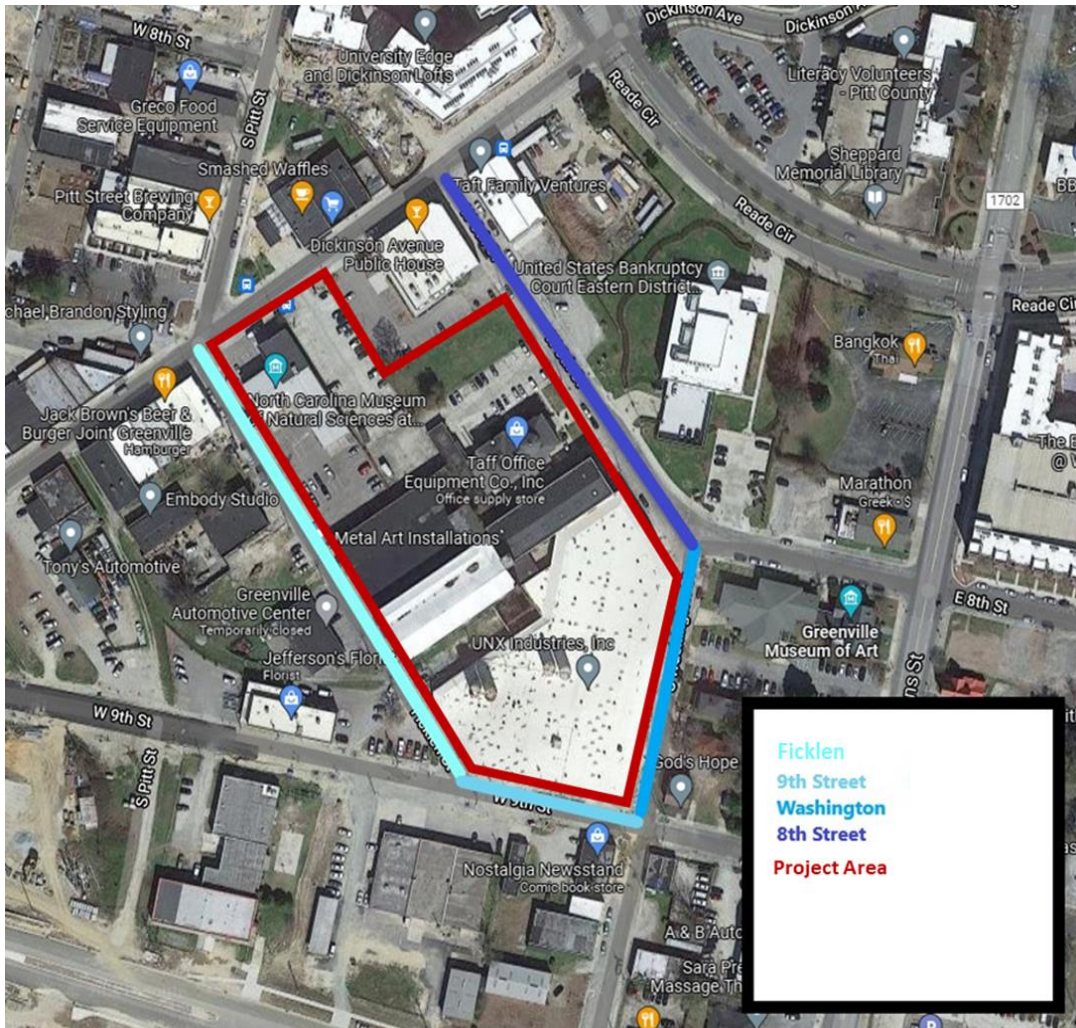
ATTACHMENT A PROJECT AREA



Yellow Area: Project Area for Both Developments
 Red Area: Project Area for Taft Development(s)
 Blue Area: Project Area for Stark Development(s)

Tax Parcel #	Address	Current Owner	Approximate Acreage	Project Area
20038	729 Dickinson Avenue	City of Greenville	0.65	Taft
15712	0 Dickinson Avenue	Taft Family Ventures	0.39	Taft
26929	202 West Eighth Street	Taft Family Ventures	0.27	Taft
26981	226 West Eighth Street	Taft Family Ventures	0.83	Taft
03613	0 Ficklen Street	Stark Holdings, LLC	0.96	Stark
03614	0 West Eighth Street	Stark Holdings, LLC	0.25	Stark
21572	200 West Ninth Street	Stark Holdings, LLC	1.63	Stark

ATTACHMENT B LOCATION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS





City of Greenville, North Carolina

Meeting Date: 05/09/2022

Title of Item: Budget Ordinance Amendment #10 to the 2021-22 City of Greenville Operating Funds (Ordinance #21-035), Capital Projects Funds (Ordinance #17-024), and Engineering Capital Projects Fund (Ordinance #20-019)

Explanation: Attached for consideration at the May 9, 2022 City Council meeting is an ordinance amending the 2021-22 City of Greenville Operating Funds (Ordinance #21-035), Capital Projects Funds (Ordinance #17-024), and Engineering Capital Projects Fund (Ordinance #20-019).

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

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	To appropriate Federal Forfeiture funds within the General Fund to cover expenses approved at 3/14/2022 board meeting.	General	\$340,400
B	Recognize a transfer to the Public Works Capital Project Fund for parking lot enhancements.	PW Cap. Proj.	\$140,000
C	To appropriate excess Sales Tax revenue received in the current Fiscal Year for one-time capital projects	General FIP Eng. Cap. Proj. RP Cap. Proj. PW Cap. Proj. CD Cap. Proj.	\$1,245,390
D	Recognize additional recreation fees realized in the Fiscal Year	General	\$200,000

E	Recognize additional revenue received for the sale of property and Parks & Recreation Trust Fund (PARTF) Grant for Wildwood Park capital expenses	RP Cap. Proj.	\$488,350
F	Reallocate excess Fire Station #7 debt service to the Fire/Rescue Department for Station #7 outfitting and department expenses	FR Cap Proj General FIP	\$576,723

Fiscal Note:

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2021-22 Original Budget</u>	<u>Amendment #10</u>	<u>2021-22 Budget per Amendment #10</u>
General	\$93,216,946	\$ 1,785,790	\$95,002,736
Debt Service	7,012,030	-	7,012,030
Public Transportation (Transit)	3,490,375	-	3,490,375
Fleet Maintenance	5,388,888	-	5,388,888
Sanitation	8,200,307	-	8,200,307
Stormwater	9,564,890	-	9,564,890
Housing	1,973,978	-	1,973,978
Health Insurance	14,258,648	-	14,258,648
Vehicle Replacement	7,258,784	-	7,258,784
Facilities Improvement	1,670,546	280,000	1,950,546
Recreation & Parks Capital Projects	13,633,534	788,350	14,421,884
Public Works Capital Projects	57,751,644	525,000	58,276,644
Engineering Capital Projects	26,800,000	308,960	27,108,960
Fire/Rescue Capital Projects	7,178,700	220,000	7,398,700
Community Development Capital Projects	19,104,227	150,000	19,254,227

Recommendation:

Approve Budget Ordinance Amendment #10 to the 2021-2022 City of Greenville Operating Funds (Ordinance #21-035), Capital Projects Funds (Ordinance #17-024), and Engineering Capital Projects Fund (Ordinance #20-

019).

ATTACHMENTS

 [BA__10.xlsx](#)

ORDINANCE NO. 21-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#10) Amending the 2021-22 Budget (Ordinance #21-035), the Engineering Capital Projects Fund (Ordinance #20-019),
and the Capital Projects Funds (Ordinance #17-024)

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

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

	Budget Amendment #10						2021-22 Budget per Amend #10
	2021-22 Revised Budget	A.	C.	D.	F.	Total Amend #10	
ESTIMATED REVENUES							
Property Tax	\$ 36,938,258	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,938,258
Sales Tax	22,913,854	-	1,245,390	-	-	1,245,390	24,159,244
Video Prog. & Telecom. Service Tax	783,083	-	-	-	-	-	783,083
Rental Vehicle Gross Receipts	170,995	-	-	-	-	-	170,995
Utilities Franchise Tax	6,700,000	-	-	-	-	-	6,700,000
Motor Vehicle Tax	1,734,556	-	-	-	-	-	1,734,556
Other Unrestricted Intergov't	877,968	-	-	-	-	-	877,968
Powell Bill	2,123,924	-	-	-	-	-	2,123,924
Restricted Intergov't Revenues	665,800	340,400	-	-	-	340,400	1,006,200
Licenses, Permits and Fees	4,595,521	-	-	200,000	-	200,000	4,795,521
Rescue Service Transport	3,200,000	-	-	-	-	-	3,200,000
Parking Violation Penalties, Leases,	150,000	-	-	-	-	-	150,000
Other Sales & Services	314,868	-	-	-	-	-	314,868
Other Revenues	762,603	-	-	-	-	-	762,603
Interest on Investments	744,389	-	-	-	-	-	744,389
Transfers In GUC	6,579,431	-	-	-	-	-	6,579,431
Appropriated Fund Balance	3,865,910	-	-	-	-	-	3,865,910
Transfer from Debt Service	40,786	-	-	-	-	-	40,786
Transfer from Capital Project Fund	55,000	-	-	-	-	-	55,000
Total Revenues	\$ 93,216,946	\$ 340,400	\$ 1,245,390	\$ 200,000	\$ -	\$ 1,785,790	\$ 95,002,736
APPROPRIATIONS							
Mayor/City Council	\$ 506,207	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 506,207
City Manager	3,262,168	-	-	-	-	-	3,262,168
City Clerk	247,565	-	-	-	-	-	247,565
City Attorney	646,989	-	-	-	-	-	646,989
Human Resources	3,123,986	-	-	-	-	-	3,123,986
Information Technology	3,282,171	-	-	-	-	-	3,282,171
Engineering	4,901,989	-	-	-	-	-	4,901,989
Fire/Rescue	16,552,018	-	71,430	-	106,723	178,153	16,730,171
Financial Services	2,839,736	-	-	-	-	-	2,839,736
Recreation & Parks	7,448,446	-	-	200,000	-	200,000	7,648,446
Police	28,405,326	340,400	-	-	-	340,400	28,745,726
Public Works	7,114,113	-	-	-	-	-	7,114,113
Planning & Development	3,262,194	-	-	-	-	-	3,262,194
OPEB	600,000	-	-	-	-	-	600,000
Contingency	10,000	-	-	-	-	-	10,000
Indirect Cost Reimbursement	(1,950,887)	-	-	-	-	-	(1,950,887)
Total Appropriations	\$ 80,252,021	\$ 340,400	\$ 71,430	\$ 200,000	\$ 106,723	\$ 718,553	\$ 80,970,574
OTHER FINANCING SOURCES							
Transfers to Other Funds	\$ 12,964,925	\$ -	\$ 1,173,960	\$ -	\$ (106,723)	\$ 1,067,237	\$ 14,032,162
Total Other Financing Sources	\$ 12,964,925	\$ -	\$ 1,173,960	\$ -	\$ (106,723)	\$ 1,067,237	\$ 14,032,162
Total Approp & Other Fin Sources	\$ 93,216,946	\$ 340,400	\$ 1,245,390	\$ 200,000	\$ -	\$ 1,785,790	\$ 95,002,736

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

	2021-22 Revised Budget	B	C.	Total Amend #10	2021-22 Budget per Amend #10
ESTIMATED REVENUES					
Occupancy Tax	\$ 422,610	\$ -	\$ -	\$ -	\$ 422,610
Transfers from Other Funds	21,556,989	140,000	385,000	525,000	22,081,989
Other Income	2,731,245	-	-	-	2,731,245
Spec Fed/State/Loc Grant	24,698,934	-	-	-	24,698,934
Bond Proceeds	6,200,000	-	-	-	6,200,000
Appropriated Fund Balance	2,141,866	-	-	-	2,141,866
Total Revenues	\$ 57,751,644	\$ 140,000	\$ 385,000	\$ 525,000	\$ 58,276,644
APPROPRIATIONS					
Stantonsburg Rd./10th St Con Project	\$ 6,194,950	\$ -	\$ -	\$ -	\$ 6,194,950
Computerized Traffic Signal System	8,883,151	-	-	-	8,883,151
Sidewalk Development Project	1,405,540	-	-	-	1,405,540
GTAC Project	9,336,917	-	-	-	9,336,917
Energy Efficiency Project	777,600	-	-	-	777,600
King George Bridge Project	1,341,089	-	-	-	1,341,089
Energy Savings Equipment Project	2,591,373	-	-	-	2,591,373
Convention Center Expansion Project	4,718,000	-	-	-	4,718,000
Pedestrian Improvement Project	210,761	-	-	-	210,761
Street Lights & Cameras	1,751,225	-	-	-	1,751,225
F/R Station 3 Parking Lot	139,551	-	-	-	139,551
F/R Station 2 Bay Expansion	244,655	-	-	-	244,655
Parking Lot Enhancements	26,903	140,000	-	140,000	166,903
Street Improvements Project	14,282,805	-	-	-	14,282,805
Safe Routes to School	1,409,463	-	-	-	1,409,463
Imperial Demolition	238,464	-	-	-	238,464
Parking Deck Safety Improvements	135,000	-	-	-	135,000
Salt/Sand Storage Facility	-	-	185,000	185,000	185,000
Emerald Loop Lighting Upgrades	-	-	200,000	200,000	200,000
Transfer to Other Funds	1,866,866	-	-	-	1,866,866
Transfer to General Fund	614,764	-	-	-	614,764
Transfer to Street Improvement	1,002,567	-	-	-	1,002,567
Transfer to Recreation & Parks Capital	30,000	-	-	-	30,000
Transfer to Facilities Improvement	300,000	-	-	-	300,000
Transfer to IT Capital Projects Fund	250,000	-	-	-	250,000
Total Appropriations	\$ 57,751,644	\$ 140,000	\$ 385,000	\$ 525,000	\$ 58,276,644

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

	2021-22 Revised Budget	C.	F.	Total Amend #10	2021-22 Budget per Amend #10
ESTIMATED REVENUES					
Transfer from General Fund	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,000,000
Transfer from Other Funds	100,000	30,000	250,000	280,000	380,000
Appropriated Fund Balance	570,546	-	-	-	570,546
Total Revenues	\$ 1,670,546	\$ 30,000	\$ 250,000	\$ 280,000	\$ 1,950,546
APPROPRIATIONS					
Facilities Improvement Program	\$ 1,670,546	\$ 30,000	\$ 250,000	\$ 280,000	\$ 1,950,546
Total Appropriations	\$ 1,670,546	\$ 30,000	\$ 250,000	\$ 280,000	\$ 1,950,546

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

	2021-22 Revised Budget	C.	Total Amend #10	2021-22 Budget per Amend #10
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 15,000,000	\$ -	\$ -	\$ 15,000,000
Transfer from Capital Reserve	2,016,882	-	-	2,016,882
Transfer from Street Improvement Bond Fund	2,555,921	-	-	2,555,921
Other In-kind Contributions	1,170,000	-	-	1,170,000
Transfer from General Fund	6,057,197	308,960	308,960	6,366,157
Total Revenues	\$ 26,800,000	\$ 308,960	\$ 308,960	\$ 27,108,960
APPROPRIATIONS				
BUILD	\$ 24,000,000	\$ -	\$ -	\$ 24,000,000
Pavement Management Program	2,800,000	-	-	2,800,000
Employee Parking Lot	-	308,960	308,960	308,960
Total Appropriations	\$ 26,800,000	\$ 308,960	\$ 308,960	\$ 27,108,960

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

	2021-22 Revised Budget	C.	E.	Total Amend #10	2021-22 Budget per Amend #10
ESTIMATED REVENUES					
Restricted Intergovernmental	\$ 224,507	\$ -	\$ 481,350	\$ 481,350	\$ 705,857
Transfer from General Fund	1,692,312	300,000	-	300,000	1,992,312
Transfer from Capital Reserve	128,822	-	-	-	128,822
Transfer from CD Cap Project Fund	82,965	-	-	-	82,965
Transfer from FIP	44,818	-	-	-	44,818
Transfer from FEMA-Hurricane	117,340	-	-	-	117,340
Transfer from Public Works Capital	30,000	-	-	-	30,000
Special Donations	132,000	-	-	-	132,000
Miscellaneous Revenue	560,148	-	7,000	7,000	567,148
Appropriated Fund Balance	572,874	-	-	-	572,874
Long Term Financing	10,047,748	-	-	-	10,047,748
Total Revenues	\$ 13,633,534	\$ 300,000	\$ 488,350	\$ 788,350	\$ 14,421,884
APPROPRIATIONS					
Water Sports Facility Project	\$ 306,325	\$ -	\$ 488,350	\$ 488,350	\$ 794,675
Wildwood Park	7,512,441	-	-	-	7,512,441
Transfer to General Fund	9,000	-	-	-	9,000
Eppes Remodel	1,350,000	-	-	-	1,350,000
Parks Improvements	45,000	-	-	-	45,000
Pool Replacement	4,261,385	-	-	-	4,261,385
GAFC Bathrooms	125,000	-	-	-	125,000
Off-Leash Dog Park	-	175,000	-	175,000	175,000
Parks Comprehensive Master Plan	-	125,000	-	125,000	125,000
Transfer to Other Fund	24,383	-	-	-	24,383
Total Appropriations	\$ 13,633,534	\$ 300,000	\$ 488,350	\$ 788,350	\$ 14,421,884

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

	2021-22 Revised Budget	C.	Total Amend #10	2021-22 Budget per Amend #10
ESTIMATED REVENUES				
Transfers In / CD Small Business	\$ 4,997,546	\$ -	\$ -	\$ 4,997,546
Transfers / Ctr City Rev Project	160,500	-	-	160,500
Transfers / Trans from Energy Eff	275,000	-	-	275,000
Transfers from General Fund	1,040,000	150,000	150,000	1,190,000
Rstrc Intgv / Spec ST Fed Grant	1,000,000	-	-	1,000,000
Rstrc Intgv / Grant Proceeds	7,500	-	-	7,500
Investment Earnings	399,640	-	-	399,640
Bond Proceeds	10,048,747	-	-	10,048,747
Comm Dev / Sale of Property	422,088	-	-	422,088
Rental Income	316,117	-	-	316,117
Other Revenues	437,089	-	-	437,089
Total Revenues	\$ 19,104,227	\$ 150,000	\$ 150,000	\$ 19,254,227
APPROPRIATIONS				
GUC Energy Improvement Program	\$ 100,000	\$ -	\$ -	\$ 100,000
West Greenville Revitalization Proj	6,270,918	-	-	6,270,918
Center City Revitalization Project	5,349,156	-	-	5,349,156
Energy Efficient Revolving Loan Prog	1,150,000	-	-	1,150,000
4th Street Parking Garage Project	5,194,153	-	-	5,194,153
Imperial Site Purchase	957,035	-	-	957,035
Zoning Ordinance Update	-	150,000	150,000	150,000
Transfer to R&P Capital Project	82,965	-	-	82,965
Total Appropriations	\$ 19,104,227	\$ 150,000	\$ 150,000	\$ 19,254,227
Total Appropriations	\$ 38,208,454	\$ 300,000	\$ 300,000	\$ 38,508,454

Section VII: 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:

	2021-22 Revised Budget	F.	Total Amend #10	2021-22 Budget per Amend #10
ESTIMATED REVENUES				
Debt Proceeds	\$ 6,698,700	\$ -	\$ -	\$ 6,698,700
Transfer from General Fund	-	220,000	220,000	220,000
Sale of Property	480,000	-	-	480,000
Total Revenues	\$ 7,178,700	\$ 220,000	\$ 220,000	\$ 7,398,700
APPROPRIATIONS				
Fire Station #7	\$ 6,463,500	\$ 220,000	\$ 220,000	\$ 6,683,500
Fire Station # 1 Bay Extension	715,200	-	-	715,200
Total Appropriations	\$ 7,178,700	\$ 220,000	\$ 220,000	\$ 7,398,700

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

Adopted this 9th day of May, 2022

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk