



Agenda

Greenville City Council

May 23, 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 Meyerhoeffer

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

1. 2021-22 Chamber Leadership Institute Graduates - Janni Wood and Mike Montanye
2. Megan Styron - NCLEA Assessor and Certified PowerDMS Manager
3. Recognition of Outgoing City Council Members

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

4. Minutes from the March 14, 2022 and March 17, 2022 City Council Meetings
5. Contract with Nease Personnel for Temporary Staffing Services for G. K. Butterfield Transportation Center
6. Ordinance and Reimbursement Resolution Amending Greenville Utilities Commission's FY 2021-22 Budget and various capital project budgets
7. Amendment of Agreement with American Traffic Solutions, Inc. related to the Red Light Camera Program
8. Interlocal Agreement with Pitt County Board of Education related to the Red Light Camera Program
9. Authorization to Submit a U.S. Department of Justice 2022 Body Worn Camera Grant Application

IX. Old Business

10. Second 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

X. New Business

11. Ordinances Adopting the Fiscal Year 2022-23 City of Greenville Budgets Including Sheppard Memorial Library, the Pitt-Greenville Convention & Visitors Authority and Greenville Utilities Commission

XI. City Manager's Report

XII. Comments from Mayor and City Council

XIII. Adjournment





City of Greenville,
North Carolina

Meeting Date: 05/23/2022

<u>Title of Item:</u>	Minutes from the March 14, 2022 and March 17, 2022 City Council Meetings
<u>Explanation:</u>	Approval of minutes from the March 14, 2022 meeting and the March 17, 2022 meeting.
<u>Fiscal Note:</u>	No direct fiscal impact.
<u>Recommendation:</u>	Review and approve the minutes from the March 14, 2022 meeting and the March 17, 2022 meeting.

ATTACHMENTS

-  [Proposed March 14 2022 Minutes.pdf](#)
-  [Proposed March 17 2022 Minutes.pdf](#)

PROPOSED MINUTES
CITY COUNCIL MEETING
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, MARCH 14, 2022



A meeting of the Greenville City Council was held to conduct a meeting on Monday, March 14, 2022, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 6:00 p.m.

Those Present:

Mayor P.J. Connelly, Mayor Pro-Tem Rose Glover, Council Member Monica Daniels, Council Member Will Bell, Council Member Rick Smiley, Council Member William Litchfield, Jr., and Council Member Brian Meyerhoeffer, Jr.

Those Absent:

None.

Also Present:

City Manager Ann E. Wall, City Attorney Emanuel McGirt, City Clerk Valerie Shiuwegar, Deputy City Manager Michael Cowin, Assistant City Manager Ken Graves

V. APPROVAL OF THE AGENDA

Council Member Bell made a motion to approve the agenda as presented. Council Member Daniels seconded the motion and it carried unanimously.

VI. PUBLIC COMMENT PERIOD

Mayor Connelly opened the public comment period at 6:05 p.m. and explained the public comment procedures.

Mr. Steven Hardy-Braz

Mr. Hardy-Braz stated that he had attended a public meeting regarding improvements on Dickinson Avenue and was concerned about the lack of bike plans in the proposed plans. He stated the potential hazards and requested that the City follow up with the North Carolina Department of Transportation (NCDOT) about the lack of bike lanes in the plan.

Mr. Maury York

Mr. York voiced his concerns with proposed changes to the 500 ft. rule for bars. He stated that the current 500 ft. rule was implemented in 2010 in an effort to mitigate crime in the downtown area. He stated that the rule seems to be effective and expressed concerns in the Board of Adjustment's (BOA) ability to enforce the new standards due to a perceived reluctance to put existing bars out of business. He requested that the City Council not move forward without a public hearing on the matter.

Mr. Paul Fallon

Mr. Fallon expressed concerns with the cryptomining and the cryptomining company, Compute North. Mr. Fallon stated that there is a whistleblower lawsuit against Compute North alleging non-payment of employees and site location decisions based on racial makeup. Mr. Fallon stated his concern about locking the City into a deal that has a five-year minimum. He stated that there is a petition against cryptomining with 600 signatures on the petition.

Mr. Ed Carter

Mr. Carter stated that he is the Chair of the North of the River Association (NORTA), and he expressed concerns about cryptomining on behalf of the group. He stated that NORTA intends to fight environmental injustice and expressed concerns about Compute North.

Mr. Robert Kevin Howard

Mr. Howard stated that he is a current member of the Affordable Housing Loan Committee (AHLC) and a former member of the Redevelopment Commission (RDC). Mr. Howard spoke about the 500-ft rule in the downtown area and said that issues may be relieved in the area if the City addresses the overlay in the district.

Ms. Kenyan

Ms. Kenyan asked that the City Council consider the students at Wellcome Middle School and how they may be impacted by cryptomining. Ms. Kenyan asked that the City Council help those students and residents north of the river.

Mr. Calvin Johnson

Mr. Johnson expressed concerns with the proposed area being proposed for the 500 ft. rule because it looks different than the map that was presented earlier at a previous meeting.

City Manager Ann Wall stated that staff would be doing a presentation later in the meeting and advised Mr. Johnson to stay and hear those changes.

Hearing no additional speakers, Mayor Connelly closed the Public Comment Period at 6:25 p.m.

There being no additional speakers, Mayor Connelly closed the public comment period at 6:20 p.m.

VII. CONSENT AGENDA

The following items were presented for approval:

1. Approval of minutes from the December 6, 2021 City Council Workshop, February 7, 2022 City Council Workshop, February 7 2022 City Council Meeting, and February 10, 2022 City Council Meeting

2. Amendment of the 2022 City Council Meeting Schedule and Fiscal Year 2022-23 Budget Schedule
3. Public Art Recommendation for the Emerald Loop Intersection Mural at Cotanche Street and Reade Circle
4. Public Art Recommendation for Sculpture to be located at Dickinson Avenue and Columbia Avenue
5. Resolution of Intent to close a 20-ft alley north of Dickinson Avenue, west of Moye Boulevard, and adjoining the southern right-of-way of CLNA railroad – **Resolution 011-22**
6. Resolution authorizing the sale of property located at 431 West Fifth Street by upset bid method – **Resolution 012-22**
7. Resolution authorizing termination of development agreement between City of Greenville and Seacoast Communities, LLC for the Imperial Tobacco Processing Plant site – **Resolution 013-22**
8. Authorization for Greenville Utilities Commission to initiate condemnation proceedings for easement acquisitions for the Mt. Pleasant to Indigreen Substation Project
9. Resolution and deed of release for abandonment of 10’ wide electrical easement across tax parcel no. 74017 – **Resolution 014-22**
10. Amendment and renewal of interlocal agreement with Pitt County’s 700 MHz radio system
11. Approval of agreement with Tyler Technologies for support services and updates for Energov
12. Approval of agreement with Tyler Technologies for support services and updates for Munis
13. Amendment for construction engineering and inspection services on the South Tar River Greenway Phase 3B project
14. Approval of Task Orders #1 and #2 for professional services for construction engineering and inspection (CEI)/construction materials testing (CMT)
15. Demolition and sale of existing building located at Wildwood Park
16. Request by Police Department to utilize asset forfeiture funds to purchase equipment

16. Various tax refunds greater than \$100

Council Member Meyerhoeffer requested that Item 13 be pulled from the Consent Agenda.

Council Member Smiley made a motion to pull Item 13 and approve all remaining items on the Consent Agenda. Council Member Meyerhoeffer seconded the motion and it carried unanimously.

VIII. NEW BUSINESS

13.) *(PULLED FROM THE CONSENT AGENDA)* AMENDMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES ON THE SOUTH TAR RIVER GREENWAY PHASE 3B PROJECT – **UNANIMOUSLY APPROVED**

Council Member Meyerhoeffer requested more details on the timing.

Engineer Lynn Raynor stated the majority of this project is completed. He stated that through some exploratory digging with the Greenville Utilities Commission (GUC), it was found that the sewer line did not follow standard design protocol. He stated that the most feasible way to address this is to redesign the section, which will extend the timeline and require addition services from SEPI Engineering. He stated that of the total amount of \$650k needed for SEPI, Fred Smith, and CSX, \$600k is realized putting the projected need at \$50k. He advised that there is a potential opportunity to cost-share with NCDOT.

Council Member Smiley made a motion to approve. Council Member Meyerhoeffer seconded and the motion carried unanimously.

18. PRESENTATION BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) ON THE DICKINSON AVENUE IMPROVEMENTS PROJECT – **PRESENTATION HEARD**

Ms. Sarah Lentine, NCDOT Engineer, provided an update on the Dickinson Avenue improvements. She stated that the nearly 100-year old storm system will be updated and construction will be done in sections. She stated that closings will vary, but detours with clear signage will be implement, and the NCDOT will be sure to share additional information with the public as it is available. She advised that the NCDOT will have to first begin on Section 7, from Ficklen Dr. to Reade St.

Council Member Bell asked about the possibility of bike lanes.

Ms. Lentine stated it is her understanding that there were discussions between the City and the NCDOT about on-street parking and bike lanes. She understood that the preference was to keep on-street parking. She advised that the plan will not allow for both on-street parking and bike lanes.

Council Member Smiley stated that this project had been pushed back and now it seems to be accelerated. He asked if the stakeholders had been looped back into the discussions.

Ms. Lentine confirmed that the City has been involved throughout the process.

Public Works Director Kevin Mulligan stated that the project goes back a number of years and the feedback from the business owners and property owners indicated a desire to refrain from reducing on-street parking. Since the road is not expanding, it would be difficult to include a bike lane on a road of this size.

City Manager Wall stated that in terms of core design, the project had already been designed and is ready to bid out. She advised that if the City were to ask the NCDOT to scrap the current plan and start over again, it would extend the timeline and costs.

Ms. Lentine stated that the lighting on Dickinson Avenue will be consistent with the standard streetscape master plan throughout Uptown.

The City Council expressed a desire for more notice of future projects and something that can be used as a display to help educate the public.

19). NAMING OF THE WILDWOOD PARK MOUNTAIN BIKE TRAILS –
UNANIMOUSLY APPROVED

Recreation & Parks Director Don Octigan stated that this request has also been presented to the Recreation and Parks Commission. He stated that the project will include a bike trail, skills course, pump track, and will have a major impact on mountain bike riders in eastern North Carolina. He stated that the design and construction was made possible thanks to a donation made by Grady White Boats and the Eddie and Jo Allison Smith Family Foundation in honor of their late son, Chris Smith, who was an avid mountain bike rider. Based on the donation to be received and in coordination with the Smith family's wishes, staff proposes naming the park amenity the Chris Smith Mountain Bike Trails.

Council Member Meyerhoeffer made a motion to approve. Council Member Daniels seconded the motion and it carried unanimously.

20). PRESENTATION OF DRAFT ORDINANCE ON AMENDING THE RULES AND REGULATIONS RELATED TO BARS AND NIGHTCLUBS – **PRESENTATION HEARD**

Chief Planner Chantae Gooby presented a proposed ordinance with the intention of getting feedback from the City Council to move forward with presenting the proposal to the Planning & Zoning Commission in April and bringing it back before the City Council in May. She noted that staff met with stakeholders as recently as March 9, 2022.

Proposed Standards

- May charge a cover or minimum charge for admittance or service during regular or special periods of operation

- No third party rentals
- Less than 3,500 sq. ft.
- May have live or recorded amplified music, floor show, dance area
- May serve food
- Must close by midnight Sunday – Thursday and by 1:00 a.m. Friday – Saturday
- Requires Special Use Permit (SUP) from the Board of Adjustment (BOA)
- Security plan approved by GPD
- Lighting plan to ensure adequate lighting of exterior
- No parking requirements
- Shall use apps and software to detect fake IDs
- Shall comply with current building codes and safety standards
- No separation between uses or districts

Feedback/Concerns Expressed by Stakeholders

- Enforcement
- Deterrence of ‘penny drafts’
- Noise
- Pre-existing bars
- Boundaries

Suggestions/Solutions Offered by Stakeholders

- City enforcement needs to be strong
- Annual SUP review
- Security plan reviewed by the Greenville Police Department
- Annual review of this process with the stakeholder group
- Establish a point with the City to address concerns within this area

Following a discussion, Council Member Meyerhoeffer made a motion to provide staff with the following directions:

- Develop and properly route an ordinance that updates the boundaries to include The Boundary building
- Provide clarity on security guards and include instructions on how to get staff accredited as security

Council Member Daniels seconded the motion and it carried unanimously.

21). BUDGET ORDINANCE AMENDMENT #8 TO THE 2021-22 CITY OF GREENVILLE BUDGET (ORDINANCE #21-035), ENGINEERING CAPITAL PROJECTS FUND (ORDINANCE #20-019), AND CAPITAL PROJECTS FUNDS (ORDINANCE #17-024) – **UNANIMOUSLY APPROVED, ORDINANCE #22-019**

Finance Director Byron Hayes presented Budget Ordinance #8 to the City Council:

CITY OF GREENVILLE
BUDGET ORDINANCE AMENDMENT #8

	Description	Funds	Budget Impact	Amount
A	To recognize funding received for youth athletics sponsorships within the Rec & Parks Department	General	Increase	\$2,500
B	To reallocate funds from Rec & Parks Department to Planning & Development for increased Worker's Compensation claims	General	Neutral	\$10,000
C	To recognize funds raised for the annual United Way campaign.	General	Increase	\$2,941
D	To appropriate fund balance within the Stormwater Utility Fund for Pitt Street drainage repairs.	Stormwater	Increase	\$165,000
E	To recognize current year funding in the Engineering Capital Projects Fund for the Pavement Management Program.	Eng Cap Proj	Increase	\$2,800,000

Council Member Bell made a motion to approve. Council Member Meyerhoeffer seconded the motion and it carried unanimously.

IX. REVIEW OF THE MARCH 17, 2022 AGENDA

City Manager Wall listed the following items for the City Council's Thursday, January 13, 2022 meeting:

1. Appointments to Boards and Commissions
2. Resolution approving an exchange of property with Ward Holdings, LLC
3. Ordinance to annex Barrington Fields, Section 2 involving 4.0301 acres located at the current termini of Barrington Drive and Abby Drive
4. Ordinance to annex Fieldstone, Section 2 involving 8.4128 acres located at the current termini of Sweet Bay Drive and Cedrus Drive
5. Ordinance to annex Nexus Harris Mill Apartments involving 93.87 acres located along the western right-of-way of B's BBQ Road and 368 +/- feet north of MacGregor Downs Road
6. Ordinance to annex Whitehall, Phase 1 Lot 32 involving .66 acres located at 4405 Spring Pines Road
7. Ordinance requested by Ashton Alexander Properties, LLC et al to rezone 27.689 acres

located along the eastern right-of-way of Allen Road and adjacent to Cobblestone Townhomes from RA20 (Residential-Agricultural) to R6 (Residential [High Density Multi-family])

8. Ordinance requested by Happy Trail Farms, LLC to rezone a total of 25.168 acres located along the western right-of-way of NC 43 S between Bluebill Drive and Covey Lane and adjacent Grey Fox Run for Tract 1 – 7.640 acres from OR (Office-Residential [High Density Multi-family]) to R6 (Residential [High Density Multi-family])

9. Ordinance requested by Commercial & Office Centers, LLC to amend the Future Land Use and Character Map for 25 acres from Office/Institutional (O/I) and Mixed Use High Intensity (MUHI) to Residential, High Density (HDR) for the property located along the southern right-of-way of Statonsburg Road (HWY 264) roughly between Statonsburg Road and Allen Road

10. Ordinance requiring the demolition and removal of the dwelling located at 1305 West Fourth Street, Tax Parcel #21925

11. Resolution and Lease Agreement for Lease of Parking Spaces at Fourth Street Parking Garage related to hotel development agreement between City and Greenville Ventures NC, LLC

12. Update on Gateway Signage

X. CITY MANAGER'S REPORT

City Manager Wall stated that she did not have a report for the City Council.

XI. COMMENTS FROM THE MAYOR AND CITY COUNCIL

The City Council stated the importance of the continued good partnership between the City and NCDOT and expressed hope that road projects will progress in a timely and efficient manner. The City Council further recognized Social Worker Day and thanked social workers for all that they do in the community.

XII. ADJOURNMENT

There being no further discussion, Mayor Connelly called for a motion to adjourn. Council Member Smiley moved to adjourn the meeting. The motion was seconded by Council Member Bell and passed by unanimous vote. Mayor Connelly adjourned the meeting at 7:44 p.m.

Respectfully submitted,

Valerie Shiuwegar

Valerie Shiuwegar
City Clerk

PROPOSED MINUTES
CITY COUNCIL MEETING
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, MARCH 17, 2022



A meeting of the Greenville City Council was held to conduct a meeting on Thursday, March 17, 2022, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 6:00 p.m.

Those Present:

Mayor P.J. Connelly, Mayor Pro-Tem Rose Glover, Council Member Monica Daniels, Council Member Will Bell, Council Member Rick Smiley, Council Member William Litchfield, Jr., and Council Member Brian Meyerhoeffer, Jr.

Those Absent:

None.

Also Present:

City Manager Ann E. Wall, City Attorney Emanuel McGirt, City Clerk Valerie Shiuwegar, Deputy City Manager Michael Cowin, Assistant City Manager Ken Graves

V. APPROVAL OF THE AGENDA

City Attorney McGirt requested that the City Council add a Closed Session to the agenda.

Council Member Smiley made a motion to amend the agenda as requested by the City Attorney and approve as amended. Council Member Bell seconded the motion and it carried unanimously.

VI. PUBLIC COMMENT PERIOD

Mayor Connelly opened the public comment period at 6:08 p.m. and explained the public comment procedures.

Mr. Walter Fields, Brookhaven resident

Mr. Fields stated that he was concerned about cryptomining because of potential impacts on the environment and it's potential to increase utility bills. He stated that cryptomining is difficult to regulate and tax.

Ms. Debra Kenion

Ms. Kenion stated that she lives across from Wellcome Middle School and is worried about cryptomining in the City because of its proximity to Wellcome Middle and the potential impact on the students. She stated that residents north of the river are already dealing with negative impacts on their health due to the existing industries in that area, and she asked that the City Council say no to cryptomining.

There being no additional speakers, Mayor Connelly closed the public comment period at 6:15 p.m.

VII. APPOINTMENTS

Affordable Housing Loan Committee

Mayor Pro Tem Glover made a motion to

- Reappoint R. Kevin Howard to a three-year term
- Reappoint Martin Tanski to a three-year term

Council Member Bell seconded the motion and it carried unanimously.

All remaining appointments were continued.

VIII. CONSENT AGENDA

City Manager Wall presented the item on the consent agenda for approval.

2.) RESOLUTION APPROVING AN EXCHANGE OF PROPERTY WITH WARD HOLDINGS, LLC – **UNANIMOUSLY APPROVED**

Council Member Bell made a motion to approve. Council Member Meyerhoeffler seconded the motion and it carried unanimously.

IX. NEW BUSINESS

PUBLIC HEARINGS

3.) ORDINANCE TO ANNEX BARRINGTON FIELDS, SECTION 2 INVOLVING 4.0301 ACRES LOCATED AT THE CURRENT TERMINI OF BARRINGTON DRIVE AND ABBY DRIVE – **UNANIMOUSLY APPROVED**

Chief Planner Chantae Gooby provided an overview of the request to the City Council. She stated that the area is currently vacant and the anticipated use will accommodate 8 single-family lots. The estimated tax value is \$2.5 million.

Hearing no questions from the City Council for staff, Mayor Connelly opened the public hearing at 6:19 p.m. and invited those in favor to come forward to speak. Seeing none, he invited those in opposition to come forward to speak. Seeing none, Mayor Connelly closed the public hearing at 6:20 p.m.

Council Member Bell made a motion to approve. Council Member Litchfield seconded the motion and it carried unanimously.

4.) ORDINANCE TO ANNEX FIELDSTONE, SECTION 2 INVOLVING 8.4128 ACRES LOCATED AT THE CURRENT TERMINI OF SWEET BAY DRIVE AND CEDRUS DRIVE – **UNANIMOUSLY APPROVED**

Chief Planner Chantae Gooby provided an overview of the request to the City Council. She stated that the area is currently vacant and the anticipated use will accommodate 26 lots (52 duplex units). The estimated tax value is \$8 million.

Hearing no questions from the City Council for staff, Mayor Connelly opened the public hearing at 6:21 p.m. and invited those in favor to come forward to speak. Seeing none, he invited those in opposition to come forward to speak. Seeing none, Mayor Connelly closed the public hearing at 6:22 p.m.

Council Member Bell made a motion to approve. Council Member Meyerhoeffer seconded the motion and it carried unanimously.

5.) ORDINANCE TO ANNEX NEXUS HARRIS MILL APARTMENTS INVOLVING 93.87 ACRES LOCATED ALONG THE WESTERN RIGHT-OF-WAY OF B'S BBQ ROAD AND 368 +/- FEET NORTH OF MACGREGOR DOWNS ROAD – **UNANIMOUSLY APPROVED**

Chief Planner Chantae Gooby provided an overview of the request to the City Council. She stated that the area is currently vacant and the anticipated use will accommodate 200 multi-family units. The estimated tax value is \$45 million.

Mayor Connelly opened the public hearing at 6:23 p.m. and invited those in favor to come forward to speak. Seeing none, he invited those in opposition to come forward to speak. Seeing none, Mayor Connelly closed the public hearing at 6:24 p.m.

Council Member Bell made a motion to approve. Council Member Daniels seconded the motion and it carried unanimously.

6.) ORDINANCE TO ANNEX WHITEHALL, PHASE 1 LOT 32 INVOLVING .66 ACRES LOCATED AT 4405 SPRING PINES ROAD – **UNANIMOUSLY APPROVED**

Chief Planner Chantae Gooby provided an overview of the request to the City Council. She stated that the area is currently vacant and the anticipated use will accommodate 200 multi-family units. The estimated tax value is \$45 million.

Mayor Connelly opened the public hearing at 6:23 p.m. and invited those in favor to come forward to speak. Seeing none, he invited those in opposition to come forward to speak. Seeing none, Mayor Connelly closed the public hearing at 6:24 p.m.

Council Member Bell made a motion to approve. Council Member Daniels seconded the motion and it carried unanimously.

7.) ORDINANCE REQUESTED BY ASHTON ALEXANDER PROPERTIES, LLC ET AL TO REZONE 27.689 ACRES LOCATED ALONG THE EASTERN RIGHT-OF-WAY OF ALLEN ROAD AND ADJACENT TO COBBLESTONE TOWNHOMES FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) – **UNANIMOUSLY APPROVED**

Chief Planner Chantae Gooby provided an overview of the request to the City Council. She stated that the proposed rezoning may have a net increase of 1,300 trips per day and is in compliance with the Future Land Use Plan and Horizons Plan. She stated that the Planning & Zoning Commission and staff recommend approval.

Mayor Connelly opened the public hearing at 6:28 p.m. and invited those in favor to come forward to speak.

Mr. Michael Baldwin

Mr. Baldwin spoke on behalf of the applicant. He stated that the plan is in compliance with the Horizons 2026 Plan and he offered to answer any questions that the City Council may have.

Mayor Connelly called for additional speakers in favor of the request to come forward. Seeing none, he invited those in opposition to come forward to speak. Seeing none, Mayor Connelly closed the public hearing at 6:32 p.m.

Council Member Smiley asked if the entirety of the parcel is inside of the City limits.

Mr. Baldwin stated that the entire parcel is not within the City limits at the moment.

Mayor Pro-Tem Glover made a motion to approve. Council Member Bell seconded the motion and it carried unanimously.

8.) ORDINANCE REQUESTED BY HAPPY TRAIL FARMS, LLC TO REZONE A TOTAL OF 25.168 ACRES LOCATED ALONG THE WESTERN RIGHT-OF-WAY OF NC 43 S BETWEEN BLUEBILL DRIVE AND COVEY LANE AND ADJACENT GREY FOX RUN FOR TRACT 1 – 7.640 ACRES FROM OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) TO R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) – **UNANIMOUSLY APPROVED**

Chief Planner Chantae Gooby provided an overview of the request to the City Council. She stated the request is for two tracts of land totaling 25.168 acres:

- Tract 1 - 7.640 acres, from OR to CH
- Tract 2 – 17.528 acres, from R6A to R6

She stated that staff is concerned with this request because it is not in compliance with the land use plan and there is a potential for spot zoning. She stated that there is no other City-commercial zoning in the vicinity. She stated that it is recommended for medium density and it is a request for high density. She stated that staff recommends denying the request and the Planning & Zoning Commission had recommended approval by a vote of 5:2.

The City Council asked if it is all within the City limits and whether the roads are 2-lane roads or 4-lane roads.

Chief Planner Gooby stated that it is not all entirely within the City limits, per se, but it is still within the jurisdiction. She advised that it tapers down to 2 lanes and at some point may be widened. She stated that the Horizons Plan was adopted in 2016 and at the time, lane widening was anticipated, but there were not projects that were close to approval.

Mayor Connelly opened the public hearing at 6:46 p.m. and invited those in favor to come forward to speak.

Mr. Michael Baldwin

Mr. Baldwin spoke on behalf of the applicant. He listed the different the different properties including retail, a convenience store, multifamily, car sales, and a bar/nightclub. He stated that this area is not a residential corridor. He stated that the County has commercial zoning in the area and he feels that it makes sense.

Mayor Connelly invited additional speakers in favor of the request to come forward. Seeing none, he invited those in opposition to come forward to speak. Seeing none, Mayor Connelly closed the public hearing at 6:58 p.m.

Council Member Daniels made a motion to approve. Council Member Litchfield seconded the motion and it carried unanimously.

9.) ORDINANCE REQUESTED BY COMMERCIAL & OFFICE CENTERS, LLC TO AMEND THE FUTURE LAND USE AND CHARACTER MAP FOR 25 ACRES FROM OFFICE/INSTITUTIONAL (O/I) AND MIXED USE HIGH INTENSITY (MUHI) TO RESIDENTIAL, HIGH DENSITY (HDR) FOR THE PROPERTY LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF STATONSBURG ROAD (HWY 264) ROUGHLY BETWEEN STATONSBURG ROAD AND ALLEN ROAD – **UNANIMOUSLY APPROVED**

Chief Planner Chantae Gooby provided an overview of the request to the City Council. She stated that this request is in anticipation of a rezoning requested. She noted that the proposed use will net an anticipated decrease in traffic and will still create a sustainable practice. She stated that both staff and the Planning & Zoning Commission recommend approval of the request.

Mayor Connelly opened the public hearing at 7:04 p.m. and invited those in favor to come forward to speak.

Mr. Brian Fagundus

Mr. Fagundus spoke on behalf of the applicant. He stated that the request is being made in order provide what is perceived as a shift in trends to meet demand.

Mayor Connelly invited additional speakers in favor of the request to come forward. Seeing none, he invited those in opposition to come forward to speak. Seeing none, Mayor Connelly closed the public hearing at 7:06 p.m.

Council Member Daniels made a motion to approve. Council Member Bell seconded the motion and it carried unanimously.

10.) ORDINANCE REQUIRING THE DEMOLITION AND REMOVAL OF THE DWELLING LOCATED AT 1305 WEST FOURTH STREET, TAX PARCEL #21925 – **UNANIMOUSLY APPROVED**

Assistant Planning & Development Services Director Les Everett provided an overview of the item and pictures of the property to the City Council. He stated that the estimated cost to bring the property up to minimum standards is approximately \$100k. He stated that the approximate cost of the demolition of the property is \$8k. Staff recommends the approval of the demolition and will take action after a 90-day waiting period.

Mayor Connelly opened the public hearing at 7:10 p.m. and invited those in favor to come forward to speak. Seeing none, he invited those in opposition to come forward to speak. Seeing none, Mayor Connelly closed the public hearing at 7:11 p.m.

Council Member Bell made a motion to approve. Council Member Smiley seconded the motion and it carried unanimously.

11.) RESOLUTION AND LEASE AGREEMENT FOR LEASE OF PARKING SPACES AT FOURTH STREET PARKING GARAGE RELATED TO HOTEL DEVELOPMENT AGREEMENT BETWEEN CITY AND GREENVILLE VENTURES NC, LLC – **UNANIMOUSLY APPROVED**

City Attorney McGirt provided an overview of the item to the City Council. He stated that the City Council had approved a resolution and development agreement between the City of Greenville and Greenville Ventures, LLC related to the purchase of the City's property at 421 and 423 Evans Street for the development of a hotel. He stated that the development agreement provides for one parking space per hotel room, for a total of 90 parking spaces, but the agreement did not define the term of the lease. He stated staff's recommendation that the City enter into an initial 10-year agreement that can be renewed annually for a one-year term for a total period of 90 years.

The City Council asked if the City would be obligated to maintain those spaces for the duration of the term.

Attorney McGirt stated that it is up to the developer to renew and the City would have the ability to invoke eminent domain if necessary.

Mayor Connelly opened the public hearing at 7:16 p.m. and invited those in favor to come forward to speak. Mayor Connelly invited additional speakers in favor of the request to come forward. Seeing none, he invited those in opposition to come forward to speak. Seeing none, Mayor Connelly closed the public hearing at 7:17 p.m.

Council Member Bell made a motion to approve. Mayor Pro-Tem seconded the motion and it carried unanimously.

OTHER ITEMS OF BUSINESS

12). UPDATE ON GATEWAY SIGNAGE – UPDATE HEARD; MOTION TO SELECT OPTION 5 AND CREATE A CUPOLA THAT CLOSELY RESEMBLES THE CUPOLA ON EAST CAROLINA UNIVERSITY’S CAMPUS – UNANIMOUSLY APPROVED

City Manager Wall advised the City Council that this was a project that was started before the pandemic.

Public Works Director Kevin Mulligan stated a request for proposals (RFP) had been issued in early 2020 for gateway signage at the City’s entrance near Allen Road. He stated that elements of the existing sign would be given to the Pitt-Greenville Airport (PGV) for them to incorporate into their branding. He introduced Mr. Jason Gallaway, with McAdams, and Mr. Buzz Bizell, with Bizell Design, who presented different design options to the City Council for feedback and direction.

After a discussion, a motion was made by Council Member Litchfield to select option 5 and create a cupola that closely resembles the cupola on East Carolina University’s (ECU) campus. The motion was seconded by Council Member Bell and unanimously carried.

X. CITY MANAGER’S REPORT

City Manager Wall stated that she did not have a report for the City Council.

XI. COMMENTS FROM THE MAYOR AND CITY COUNCIL

The City Council offered comments in support of the citizens of Ukraine.

(ADDED) MOTION TO GO INTO CLOSED SESSION

Attorney McGirt recommended the City Council adopt a motion to go into closed session for the following reason:

- Pursuant to N.C. Gen. Stat. 143-318.11(a)(3), to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, including consultation relating to the following lawsuits entitled:

ERIC STEVEN FEARRINGTON, CRAIG D. MALMROSE, Plaintiffs,

v.

CITY OF GREENVILLE, PITT COUNTY BOARD OF EDUCATION, Defendants.

MARY SUE VAITOVAS, Plaintiff,

v.

CITY OF GREENVILLE; PITT COUNTY BOARD OF EDUCATION; PHIL BERGER, in his capacity as President Pro Tempore of the Senate; and TIM MOORE, in his capacity as Speaker of the House of Representatives, Defendants.

CHASE JEAN MATTHEWS, JACKIE OLSON, ALEXANDER PASCHALL, TIFFANY SHAW, MARK OWENS HR., BARBARA OWENS, MATTHEW ALLEN, and JESSICA LUVENDER, Individually and on behalf of all other similarly situated, Plaintiffs,

v.

CITY OF GREENVILLE; PHIL BERGER, in his capacity as President Pro Tempore of the Senate; and TIM MOORE; in his capacity as Speaker of the House of Representatives, Defendants.

SEAN RAMBERT, SR., Co-Administrator of the Estate of Sean Michael Rambert, Jr., and DANIELLE COX RAMBERT, Co-Administrator of the Estate of Sean Michael Rambert, Jr., Plaintiffs,

v.

CITY OF GREENVILLE, and DAVID BRANDON JOHNSON, in his individual and official capacities, Defendants.

Council Member Litchfield made a motion to enter in to closed session. Council Member Bell seconded the motion and it carried unanimously. Mayor Connelly moved the City Council into closed session at 7:54 p.m.

After a board discussion, Council Member Litchfield made a motion to move the City Council back into open session. Council Member Smiley seconded the motion and it carried unanimously. Mayor Connelly moved the City Council back into open session at 8:35 p.m.

XII. ADJOURNMENT

There being no further discussion, Mayor Connelly called for a motion to adjourn. Council Member Smiley moved to adjourn the meeting. The motion was seconded by Council Member Bell and passed by unanimous vote. Mayor Connelly adjourned the meeting at 8:36 p.m.

Respectfully submitted,

Valerie Shiuwegar

Valerie Shiuwegar
City Clerk



City of Greenville, North Carolina

Meeting Date: 05/23/2022

<u>Title of Item:</u>	Contract with Nease Personnel for Temporary Staffing Services for G. K. Butterfield Transportation Center
<u>Explanation:</u>	Nease Personnel will be providing temporary staffing for the position of Transit Information Officer for the G.K. Butterfield Transportation Center located at 600 South Pitt Street. The City is requesting one (1) Transit Information Officer Position to work during normal operating hours.
<u>Fiscal Note:</u>	This contract is for two (2) years. The contract may be extended up to two (2) additional one (1) year periods for a total of four (4) years.
<u>Recommendation:</u>	City Council award a contract to Nease Personnel to provide temporary staffing services to the G. K. Butterfield Transportation Center.

ATTACHMENTS

- [📄 NEASE PERSONNEL - AGREEMENT TEMPORARY STAFFING SERVICES - JANUARY 2022.pdf](#)
- [📄 RFP 20-21-37 - GKBTC Temporary Staffing.pdf](#)

THIS AGREEMENT made and entered into as of January xx, 2022 by and between the City of Greenville, Party of the First Part, and hereinafter referred to as the "City" and Nease Personnel, Party of the Second Part and hereinafter referred to as the "Contractor."

Name of Project: Temporary Staffing Services for Transportation Center, hereinafter referred to as the "Project."

For and in consideration of the mutual covenants and agreements herein set forth, the City and the Contractor agree as follows:

I. AGREEMENT FOR TEMPORARY STAFFING SERVICES

A. SCOPE

The Contractor is to perform the work as defined in the Request for Proposals and amendments, if any, said work being hereinafter referred to as the Work. The Request for Proposals and amendments, if any, 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.

B. 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 Request for Proposals; and
4. Contractor's Proposal

C. TERM OF AGREEMENT

The term for this Agreement is for two (2) years. The contract may be extended up to two (2) additional one (1) year periods for a total of four (4) years.

Requests for price increases may be considered in the first option year only.

II. COMPENSATION

The City shall pay the Contractor the amount of Seventeen dollars and Three cents (\$17.03) per hour worked, for performance of the Work.

Pricing is to be fixed for this term of the contract.

III. PAYMENT

The Contractor will submit invoices on a monthly basis for the Work completed during the previous month. All invoices must be submitted by the 10th of each month for Work completed during the previous month. Upon receipt by the City, the invoices are payable within thirty (30) days from receipt, provided they have first been approved by the City.

All invoices shall be directed to:

Transit Manager
G.K. Butterfield Transportation Center
600 South Pitt St.
Greenville, NC. 27834

IV. GENERAL TERMS AND CONDITIONS

A. Termination:

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

1. The Contractor fails to perform any of the services required in this Agreement.
2. For the convenience of the City, in the City's discretion for any reason whatsoever. In the event that this Agreement is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If this Agreement is terminated for convenience or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor's sole and exclusive remedy is to be compensated for services rendered up to the date of termination.
3. Force majeure

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

B. Contractor's Responsibility:

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.
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.

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

C. Indemnification and Insurance:

1. Indemnity

Contractor shall indemnify, defend, and hold harmless the City, its officers and employees from and against any and all losses, liabilities, expenses, and all claims for damage of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its subcontractors, officer, agents, and employees of any of the obligations under this Agreement. Losses, liabilities, expenses, and claims for damages shall include, but are not limited to, civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, personal injury, or damage to real or personal property, defense costs, legal fees, and costs and attorney's fees for any appeal.

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.

2. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain during this Agreement:

(a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 600 S. Pitt St. Greenville, NC 27834 shall be named as additional insured.

(b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services;

(c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each

accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit;

(d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.

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.

E. 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.

F. Documents:

All documents including drawings, reports and other graphical or textural material furnished by Contractor pursuant to this Agreement shall become the property of the City.

G. Drug Testing:

Pre-Placement Drug Test.

The Contractor shall ensure that each Temporary Staffing Employee assigned to the City be administered a drug test, at no additional cost to the City, within thirty (30) days prior to the first day on assignment with the City. The drug test must be a 9-panel test unless otherwise indicated by the City. Temporary Staffing Employees must have a negative test result in order to be assigned to the City.

Post-Accident Drug and Alcohol Test.

The Contractor shall be responsible for ensuring that each Temporary Staffing Employee assigned to the City is administered a post-accident drug and alcohol test, at the cost of the Contractor, immediately following an accident involving the Temporary Staffing Employee while on assignment at the City. Temporary Staffing Employee must have a negative test result in order to return to the assignment at the City. Testing must take place within thirty-two (32) hours of an incident. If the required testing is not performed

or the Temporary Staffing Employee has a positive test result, the Temporary Staffing Employee will no longer perform services for the City.

NOTE: The contractor will be responsible for drug testing its employees per FTA requirements by establishing and implementing a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, must produce documentation necessary to establish compliance with Parts 653 and 654, and must permit any authorized representative of the Federal, State, or local agency to inspect the facilities and records associated with the implementation of the drug and alcohol testing program and review the testing process. The Contractor must further agree to certify annually its compliance with Parts 653 and 654 before December 31st of every year and to submit the required reports before March 15th of every year to the Transit Manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. (See Section 3.5.4)

H. Background Check:

Prior to starting work under this Contract, the Contractor is required to conduct a background check on each employee assigned to work under this Contract. Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; (b) a reference check; (c) sex offender registry check (nationwide). The Contractor shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

Contractor will ensure staff placed have met the requirements for driving, or other requirements as pertain to the position being filled (details of driving requirements listed below). All requirements for OSHA Construction and/or General Industry certification shall be the requirement of Contractor, and staff placed must provide evidence of certification. City has the right to provide additional training specific to City procedures and/or safety requirements.

The Contractor shall provide the appropriate contact person, phone numbers and email address for the purpose of making a staffing request. The Contractor shall assure a suitable staff person within a reasonable amount of time.

The City has the right at any time to refuse or determine unacceptable, any temporary workers assigned by the Contractor. Once refused, temporary workers shall be immediately removed and prompt arrangements made for a suitable replacement.

Time Records: The Company and each Temporary Staffing Employee shall be responsible for keeping a weekly time card that accurately states the time billable to the City. Weekly time cards must be reviewed, approved, and signed by the City Supervisor.

Temp to Hire: The City reserves the right to hire any temporary staff assigned after a period of time to be negotiated at time of contract execution. The City shall not be charged any type of fee for temp to hire conversions.

I. Temporary Staff Qualifications:

Temporary staffing employees shall follow all City of Greenville work policies, including attendance, and appropriate dress policies. They shall abide by security and appropriate City policies, including, but not limited to Harassment, Violence in the Workplace, and Drug- and Alcohol-Free Workplace policies. Copies of the aforementioned City policies shall be provided to the Company upon Contract execution.

All temporary staff are required to wear picture identification (ID) badges, to be furnished by the City. Contractor shall make temporary staff available for photographs on a schedule to be worked out with Human Resources. The badges shall be made by the City before an individual may begin work and only after a favorable security clearance has been received.

Contractor will notify Human Resources if or when badge is lost. It shall be the responsibility of the Contractor to pay for replacement badges badge.

Building Security and Access Control: Temporary staff will be furnished means of access to all necessary work locations. Any keys or key cards issued to the Contractor for such use shall not be duplicated by the Contractor or their employees. Contractor should be aware that for security purposes all City properties may be under video surveillance. The City shall not be responsible for any loss of personal property by Contractor's employees.

J. 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:
Transit Manager
G.K. Butterfield Transportation Center
600 South Pitt St.
Greenville, NC 27834
Attn:

CONTRACTOR:
NEASE Personnel Service, Inc.
1706-B East Arlington Blvd.
Greenville, NC. 27858

V. MWBE

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.

VI. 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.

VII. 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.

VIII. MISCELLANEOUS PROVISIONS

- A. Assignment of this Agreement shall not be made without advance written consent of the City.
- B. The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of Work under this Agreement.
- C. 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.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.
- E. 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.
- F. Any litigation arising out of this Agreement shall be heard in Pitt County.
- G. 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.
- H. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

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

CITY OF GREENVILLE:

By: _____

Printed Name: Ann E. Wall, City Manager

Date: _____

CONTRACTOR'S NAME Nease Personnel

By: Lori Nease

Printed Name: Lori Nease

Title: Owner

Date: 1/3/2022

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

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

Account Number 030-05-55-68-000-000-521500

Project Code (if applicable) _____

SPECIAL PROVISIONS

FEDERAL CLAUSES FOR PROFESSIONAL SERVICES/A&E

No Obligation by the Federal Government.

(1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil

Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records

The following access to records requirements apply to this Contract:

1. Where the City is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the City which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be

amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Termination for Convenience (General Provision)

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision)

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate

to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The City's overall goal for DBE participation is 9.375%. A separate contract goal has not been established for this contract.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City. In addition, the contractor may not hold retainage from its subcontractors.

The contractor must promptly notify the City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Resolution of Disputes

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or

Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Lori Nease Signature of Contractor's Authorized Official

Lori Nease, Owner Name and Title of Contractor's Authorized Official

1/3/2022 Date

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Sect. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

Clean Water

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sect. 1251 et seq. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Fly America

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Cargo Preference

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers,

#1082293

dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

ADA Access

The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.



**Request for Proposal
RFP# 20-21-37**

**Temporary Staffing Services for
Transportation Center**

**Proposal Due Date:
Monday, June 14, 2021 @ 4:00pm**

May 12, 2021

Dear Proposer:

The City of Greenville, NC is accepting proposals for Temporary Staffing Services for the G.K. Butterfield Transportation Center. Instructions for submitting proposals and requirements are stated in the attached Request for Proposals (“RFP”). Questions and additional information regarding this proposal may be obtained by contacting the Transit Manager, Ryan Mayers, at 252.329.4047 or rmayers@greenvillenc.gov. All requested information shall be submitted in the format required as shown on the enclosed schedule. One (1) electronic proposal is due **June 14, at 4:00PM**.

The City of Greenville is requesting proposals for temporary staffing services for the following City facility:

**G.K. Butterfield Transportation Center
600 S. Pitt Street
Greenville, NC 27834**

All questions or clarifications shall be submitted in writing to Ryan Mayers by email to rmayers@greenvillenc.gov no later than **4:00PM on Wednesday, May 26, 2021**.

The City of Greenville reserves the right to award or reject any or all proposals and waive any nonmaterial informality or irregularity in any proposal received. The successful Proposer(s) will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

All proposals shall remain valid for 90 days from date of proposal opening.

Transit Manager
Ryan Mayers

Section I: Project Overview

The City of Greenville Transit Division is requesting proposals from temporary staffing agencies to provide ongoing temporary staffing services for the soon to be opened G.K. Butterfield Transportation Center. Specifically, the Transit Division is seeking a *Transit Information Officer* whose primary role is to perform a variety of clerical, records, information sharing and general office tasks.

The term for any contract resulting from this RFP is for two (2) years. The contract may be extended up to two (2) additional one (1) year periods for a total of four (4) years.

Section II: Agency Background

Greenville Area Transit (GREAT) was formed in 1976 as a department of the City of Greenville, NC. GREAT operates a network of 6 fixed routes. Service is provided weekdays from 6:25 a.m. to 7:30 p.m., and Saturdays from 9:25 a.m. to 6:00 p.m. There is no service provided on Sundays. The grantee's complementary paratransit service, known as Pitt Area Transit System (PATS), operates during the same days and hours of service as the fixed routes.

The City of Greenville broke ground on the transportation center on November 29, 2016. This project started as a City Council goal to create a facility which would encourage multiple modes of transportation within the city, provide a central access point where people could transfer from one mode to another, and create a hub not only for transportation but also a catalyst for revitalization and economic development.

The Greenville Area Transit system (GREAT bus system), ECU Transit, and Greyhound may all utilize the facility for connections along with taxis and the Amtrak Connector. Airport, medical, and hotel shuttles could also locate here.

The Center will provide a covered transfer facility with seating, restrooms and more, giving people a choice of transportation options to fit their needs and meet the needs of our growing population for the next 20-30 years.

Section III: General Terms and Conditions

- A. **Non-Discrimination:** The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.
- B. **Non-Collusion:** Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

- C. **Payment Terms:** The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds.
- D. **Governing Law:** Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina and Federal Transit Administration (FTA) Assurances and Contractual Conditions which are made part of this notice as though fully set forth herein.
- E. **Acceptance/Rejection of Proposals:** The City of Greenville reserves the right to award to the Firm who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City. The City further reserves the right to accept or reject any or all proposals, and to award or not award a contract based on this proposal.
- F. **E-Verify Compliance:** 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. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
- G. **Iran Divestment Act:** By submitting a proposal, the vendor certifies that: (i) it is not on the Iran Final Divestment List created by the NC State treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.
- H. **Conflict of Interest:** Each proposer shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.
- I. **Equal Employment Opportunity Clause:** The City of Greenville has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications; purchase orders and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, located in City Hall-200 W. Fifth Street Greenville, NC. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.
- J. **M/WBE Program:** Minority and/or Women Business Enterprise (M/WBE) Program It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has

adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible. Questions regarding the City's MWBE Program should be directed to the MWBE Office at 252.329.4462

- K. **Federal Law:** Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.
- L. **Taxes:** Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.
- M. **Withdrawal of Proposals:** No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.
- N. **Insurance Requirements:** Contractor shall maintain at its own expense
 - (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured.
 - (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services;
 - (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit;
 - (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.
- O. **Services Performed:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless The City of Greenville, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
- P. **Independent Contractor:** It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City of Greenville, and as such, Seller, his or her agents and employees shall not be entitled to any City employment benefits, such

as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.

Q. **Verbal Agreement:** The City will not be bound by any verbal agreements.

R. **Termination of Contract:** Standard termination of contract requires 30 days written notice by either the City of the Contractor.

Section IV: Special Conditions (Federal)

No Obligation by the Federal Government.

(1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records

The following access to records requirements apply to this Contract:

1. Where the City is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the

City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the City which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Termination for Convenience (General Provision)

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not

performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision)

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The City's overall goal for DBE participation is 9.375%. A separate contract goal has not been established for this contract.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City. In addition, the contractor may not hold retainage from its subcontractors.

The contractor must promptly notify the City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City.

If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ADA Access

The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Resolution of Disputes

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in

a court of competent jurisdiction within the State in which the Owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or

Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Sect. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

Clean Water

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sect. 1251 et seq. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Fly America

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Cargo Preference

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

Section V: Scope of Work

A. Description

The City of Greenville Transit Division is requesting proposals from temporary staffing firms to provide a temporary staff person for the position of *Transit Information Officer* for G.K. Butterfield Transportation Center located at 600 S. Pitt Street. No additional staff positions are needed at this time; however, the City of Greenville does reserve the right to request additional staff as needed.

Please see *Appendix A* for a sample job description.

B. Schedule and Staffing Levels

The City is requesting one (1) Transit Information Officer Position to work during normal operating hours. These hours will begin at 8:00AM – 5:00PM Monday through Friday; however, times are subject to change, the hours may increase to 6:30AM – 6:30PM Monday through Saturday. In addition to weekends, the facility will be closed six days during the year - New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No service will be required on these days.

The City reserves the right to adjust any schedule as necessary, upon 24-hour notice to the contractor.

The City will only pay for hours actually worked. The City will not pay for holidays or for hours that the City closes due to inclement weather or other events. Overtime will be paid as needed; however, it is preferred that the City not pay overtime expenses. If necessary, overtime will be paid at a rate of 1.5 the hourly rate for each hour worked over 40 hours.

C. Period of Performance

Subject to the termination provisions stated herein, performance shall commence upon contract execution and shall extend for a period of two (2) years. Pricing is to be fixed for this term of the contract.

The City shall have the right to extend the contract for two (2) additional one (1) year extensions. Requests for price increases may be considered in the first option year only.

D. Proposer Responsibilities

1. To be the employer of all staff placed under this contract for all purposes under federal, state and local law. Proposer will be responsible for full compliance with any all and federal, state and local laws relating to the employment of persons including but not limited to the Fair Labor Standards Act, the Family & Medical Leave Act, the Americans with Disabilities Act, and the Affordable Care Act, Workers Compensation Statute and OSHA.
2. To be responsible for all employer requirements (including withholding of income taxes, social security, workers compensation, disability benefits and all similar benefits) for temporary staff placed. Employer costs for any and all such requirements shall be inclusive within the proposer's markup or "bill rate"; no additional costs may be passed through or separately billed to the City unless agreed to by written agreement of the parties.
3. To be responsible for all employment screening, testing (i.e., typing, Excel, etc.), evaluations, recruitments; handle any and all temporary staff issues, i.e. disciplinary actions, etc.
4. Proposer is expected to conduct primary interviews, screening, and other employment administrative functions at their own office location(s).
5. To ensure placed staff possess the requisite skills, experience and qualifications; Proposer shall provide any and all training to placed staff on proper procedures and protocols (as per OSHA, etc.). Training for positions must be completed prior to placement.
6. Drug Testing.

Pre-Placement Drug Test.

The Proposer shall ensure that that each Temporary Staffing Employee assigned to the City be administered a drug test, at no additional cost to the City, within thirty (30) days prior to the first day on assignment with the City. The drug test must be a 9-panel test unless otherwise indicated by the City. Temporary Staffing Employees must have a negative test result in order to be assigned to the City.

Post-Accident Drug and Alcohol Test.

The Company shall be responsible for ensuring that each Temporary Staffing Employee assigned to the City is administered a post-accident drug and alcohol

test, at the cost of the Proposer, immediately following an accident involving the Temporary Staffing Employee while on assignment at the City. Temporary Staffing Employee must have a negative test result in order to return to the assignment at the City. Testing must take place within thirty-two (32) hours of an incident. If the required testing is not performed or the Temporary Staffing Employee has a positive test result, the Temporary Staffing Employee will no longer perform services for the City.

NOTE: The contractor will be responsible for drug testing its employees per FTA requirements by establishing and implementing a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, must produce documentation necessary to establish compliance with Parts 653 and 654, and must permit any authorized representative of the Federal, State, or local agency to inspect the facilities and records associated with the implementation of the drug and alcohol testing program and review the testing process. The Contractor must further agree to certify annually its compliance with Parts 653 and 654 before December 31st of every year and to submit the required reports before March 15th of every year to the Transit Manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. (See Section 3.5.4)

7. Background Check.

Prior to starting work under this Contract, the Proposer is required to conduct a background check on each employee assigned to work under this Contract. Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; (b) a reference check; (c) sex offender registry check (nationwide).

The Proposer shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

8. To ensure staff placed have met the requirements for driving, or other requirements as pertain to the position being filled (details of driving requirements listed below). All requirements for OSHA Construction and/or General Industry certification shall be the requirement of Proposer, and staff placed must provide evidence of certification. City has the right to provide additional training specific to City procedures and/or safety requirements.
9. The proposer shall provide the appropriate contact person, phone numbers and email address for the purpose of making a staffing request. The proposer shall assure a suitable staff person within a reasonable amount of time.
10. The City has the right at any time to refuse or determine unacceptable, any temporary workers assigned by the vendor. Once refused, temporary workers shall

be immediately removed and prompt arrangements made for a suitable replacement.

11. Time Records: The Company and each Temporary Staffing Employee shall be responsible for keeping a weekly time card that accurately states the time billable to the City. Weekly time cards must be reviewed, approved, and signed by the City Supervisor.
12. Temp to Hire: The City reserves the right to hire any temporary staff assigned after a period of time to be negotiated at time of contract execution. The City shall not be charged any type of fee for temp to hire conversions.

E. Temporary Staff Qualifications

Temporary staffing employees shall follow all City of Greenville work policies, including attendance, and appropriate dress policies. They shall abide by security and appropriate City policies, including, but not limited to Harassment, Violence in the Workplace, and Drug- and Alcohol-Free Workplace policies. Copies of the aforementioned City policies shall be provided to the Company upon Contract execution.

All temporary staff are required to wear picture identification (ID) badges, to be furnished by the City. Proposer shall make temporary staff available for photographs on a schedule to be worked out with Human Resources. The badges shall be made by the City before an individual may begin work and only after a favorable security clearance has been received.

Proposer will notify Human Resources if or when badge is lost. It shall be the responsibility of the Proposer to pay for replacement badges badge.

Building Security and Access Control: Temporary staff will be furnished means of access to all necessary work locations. Any keys or key cards issued to the Proposer for such use shall not be duplicated by the Proposer or their employees. Proposer should be aware that for security purposes all City properties may be under video surveillance. The City shall not be responsible for any loss of personal property by Proposer's employees.

Section VI: Procurement Process

Schedule

Item	Date
Issuance of RFP	Wednesday, May 12, 2021
Deadline for Questions and Clarifications	Wednesday, May 26, 2021 @ 4:00PM
Answers posted to the Website	Friday, June 4, 2021 @ 4:00PM
Submittals Due	Monday, June 14, 2021 @ 4:00PM

Submission of Proposals

An electronic submission of the proposal may be received by the City on or before **4:00 PM EST on the RFP due date**. Proposals received after this deadline will not be considered. Send proposals to the City Public Dropbox folder.

If there are technical difficulties with submitting to the City Public Dropbox Folder, the email address for electronic deliveries is: RMayers@greenvillenc.gov

All emailed proposals should be clearly marked in subject line: RFP # 20-21-37 Temporary Staffing Services for Transportation Center.

Section VII: Proposal Format

All Proposals shall be 8 1/2" x 11" format with all standard text no smaller than twelve (12) points. All hard copy submissions should be one-sided and bound with tab dividers corresponding to the content requirements specified below.

The total length of the contractor's proposal (including exhibits) should not exceed 12 pages.

Proposers are required to submit proposals in the following format:

A. Cover Letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Contractor, acknowledging all addenda issued for this RFP. The cover letter shall provide the legal name, address, telephone and facsimile numbers of the Contractor along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Contractor's understanding of the

Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.

The Cover Letter should be no more than two pages and must include the firm's State of Incorporation and Federal Tax ID number.

Each Contractor shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal:

- **“The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.”**

B. Qualifications of Firm

Describe the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services. *Also include at least three references for which your firm has provided similar services, preferably in the public sector.*

C. Project Approach

Describe the Proposer's approach to satisfy the requirements of the Scope of Work, Section V. This section will also describe the services the Proposer will provide the City. Explain how your organization ensures that personnel performing the services are qualified and proficient (personnel selection process). Describe what sets your company apart from other staffing companies. Why and how is your Company qualified to handle the City as a client? Provide a detailed description of your Company's testing, screening, and interview process for candidates. Describe the process or policy regarding replacing a Temporary Staffing Employee who exhibits excessive absenteeism, tardiness, personality conflicts, or other employee relation issue.

D. Cost

Please provide the pay rate, percent markup, and the billable rate for the position description provided.

E. Federal Certification

F. Exhibits

To include materials intended to assist in evaluation of the firm but should not attempt to replace or supersede information included in letters A through C of the proposal format.

Section VIII: Evaluation

City of Greenville staff will review all proposals submitted and select the top proposals. These top vendors may then be asked to provide additional information to the evaluation panel. The City may request Best and Final offers based upon improved understanding of the offers or changed scope of work. Based on the initial proposals, and Best and Final offers, if requested, staff will select the proposal which best fulfills the requirements and is the best value to the City. The City will negotiate with that vendor to determine final pricing, and contract form.

Overall responsiveness to the Request for Proposals is an important factor in the evaluation process. The City of Greenville reserves the right to reject any and all proposals, to waive any informality, and to accept the proposal or any portion thereof that is deemed most advantageous to the City.

Evaluation Criteria

- 30% Qualifications of Firm
- 30% Project Approach
- 30% Cost
- 10% Overall Presentation and Responsiveness

EXHIBIT A
Job Description
TRANIT INFORMATION OFFICER – (Public Works Administration)

Reports to:
 Department: Public Works
 FLSA Status: Non-Exempt
 Class Code:
 Pay Grade:
 Approved:
 Last Revised: 4-6-2018

BRIEF DESCRIPTION:

The purpose of this position is to perform a variety of clerical, records, Information sharing and general office tasks. This is accomplished by answering the telephone and directing calls to proper person or department; receiving requests for service/complaints and providing route and ticketing information or making referral; Other duties include selling GREAT bus fare media and Greyhound bus tickets; processing and logging complimentary ADA applications for GREAT passenger riding on Pitt Area Transit vans, providing transit ID cards for qualified individuals, providing route information to transit customers; entering request/complaints into computer system and addressing it to the proper department .Monitoring the NextBus GPS system, and notifying the Transit Manager or Transit Supervisor of any discrepancies that are noticed.

ESSENTIAL FUNCTIONS:

Note: This information is intended to be descriptive of the key responsibilities of the position. The list of essential functions below does not identify all duties performed by any single incumbent in this position. Additionally, please be aware of the legend below when referring to the physical demands of each essential function.

(S) Sedentary	(L) Light	(M) Medium	(H) Heavy	(V) Very Heavy
Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time.	Exerting up to 20 lbs. occasionally; 10 lbs. frequently; or negligible amounts constantly; OR requires walking or standing to a significant degree.	Exerting 20-50 lbs. occasionally; 10-25 lbs. frequently; or up to 10 lbs. constantly.	Exerting 50-100 lbs. occasionally; 10-25 lbs. frequently; or up to 10-20 lbs. constantly.	Exerting over 100 lbs. occasionally; 50-100 lbs. frequently; or up to 20-50 lbs. constantly.

#	Code	Essential Functions	% of Time
1	S	Customer Service <ul style="list-style-type: none"> • Answering telephones. • Receiving entering request/complaints into computers system and referring to correct department/employee. 	60%

		<ul style="list-style-type: none"> • Providing GREAT bus and Greyhound route times and schedules to customers • Processing and preparing transit ID cards. • Process GREAT Bus complementary ADA passenger applications 	
2	S	Transit Division Fare Media Sales <ul style="list-style-type: none"> • Conducting sales of GREAT bus fare media to the public. • Assist passengers with the use of Transit tickets. 	25%
3	L	Greyhound Bus Lines <ul style="list-style-type: none"> • Accept and store packages, on behalf of Greyhound. • Process Greyhound bus ticket sales. 	15%

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of administrative and clerical procedures and systems such as word processing, managing files and records and other office procedures and terminology.
- Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.
- Knowledge of principles and processes for providing customer related services. This includes customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.
- Knowledge of electronic equipment, and computer hardware and software.
- Skill in communicating effectively in writing as appropriate for the needs of the audience.
- Skill in giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
- Skill in understanding written sentences and paragraphs in work related documents.
- Skill in talking to others to convey information effectively.
- Skill in managing one's own time and the time of others.
- Skill in actively looking for ways to help people.
- Skill in adjusting actions in relation to others' actions.
- Ability to read and understand information and ideas presented in writing.
- Ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing there is a problem.
- Ability to communicate information and ideas in speaking so others will understand.

JOB REQUIREMENTS:

-Description of Minimum Job Requirements-	
Formal Education	Work requires knowledge of a specific vocational, administrative, or technical nature that may be obtained with six-months/one year of advanced study or training past the high school equivalency. Community college, vocational, business, technical or correspondence schools are likely sources. Appropriate certification may be awarded upon satisfactory completion of advanced study or training.
Experience	Under and including one year.
Supervision	Job has no responsibility for the direction or supervision of others.
Human Collaboration Skills	Work may require providing advice to GREAT bus and Greyhound customers on specific transit related problems. Contacts may require the consideration of different points of view to reach agreement. Elements of persuasion may be necessary to gain cooperation and acceptance of rider rules, policies and procedures.
Freedom to Act	Receives Direction: The employee normally performs the duty assignment after receiving general instructions as to methods, procedures, and desired end results. There is some opportunity for discretion when making selections among a few, easily identifiable choices.
Technical Skills	Basic: Work requires the use of standard technical skills appropriate to the work environment of the organization.
Fiscal Responsibility	This job title has no budgetary/fiscal responsibility.
Reading	Intermediate - Ability to read papers, emails, notes and memorandums.
Math	Intermediate - Ability to deal with system of real numbers; practical application of fractions, percentages, ratios/proportions and measurement. Ordinarily, such education is obtained in high school up to college. However, it may be obtained from experience and self-study.
Writing	Intermediate - Ability to write reports, prepare business letters, expositions, and summaries with proper format, punctuation, spelling, and grammar, using all parts of speech. Ordinarily, such education is obtained in high school up to college. However, it may be obtained from experience and self-study.
Certification & Other Requirements	Valid Driver's License (Class C)

OVERALL PHYSICAL STRENGTH DEMANDS:

-Physical strength for this position is indicated below with "X"-				
Sedentary	Light	Medium	Heavy X	Very Heavy
Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time.	Exerting up to 20 lbs. occasionally, 10 lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10 lbs. constantly.	Exerting 50-100 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

Note: This is intended as a description of the way the job is currently performed. It does not address the potential for accommodation.

C Constantly <small>2/3 or more of the time.</small>	F Frequently <small>From 1/3 to 2/3 of the time.</small>	O Occasionally <small>Up to 1/3 of the time.</small>	R Rarely <small>Less than 1 hour per week.</small>	N Never <small>Never occurs.</small>
-Physical Demand-	-Frequency-	-Brief Description-		
Standing	O	communicating with co-workers		
Sitting	C	desk work		
Walking	R	around work site, to other departments/offices/office equipment		
Lifting	O	files, supplies		
Carrying	R	equipment, files, supplies		
Pushing/Pulling	R	equipment, file drawers		
Reaching	O	for files, for supplies		
Handling	C	paperwork		
Fine Dexterity	F	calculator, computer keyboard, telephone pad		
Kneeling	O	filing in lower drawers, retrieving items from lower shelves/ground		
Crouching	O	filing in lower drawers, retrieving items from lower shelves/ground		
Crawling	N			
Bending	O	filing in lower drawers, retrieving items from lower shelves/ground		
Twisting	O	from computer to telephone		
Climbing	N	ladders, step stool		
Balancing	N			
Vision	C	computer screen, driving, observing work site, reading		
Hearing	C	communicating with co-workers and public and on telephone		
Talking	C	communicating with co-workers and public and on telephone		
Foot Controls	N	driving		
Other (specified if applicable)	N			

MACHINES, TOOLS, EQUIPMENT, SOFTWARE, AND HARDWARE:

Telephone, fax machine, calculator, copier, vehicle

ENVIRONMENTAL FACTORS:

C Continuously	F Frequently	O Occasionally	R Rarely	N Never
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D Daily	W Several Times Per Week	M Several Times Per Month	S Seasonally	N Never
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-Health and Safety Factors-	
Mechanical Hazards	N
Chemical Hazards	N
Electrical Hazards	N
Fire Hazards	C
Explosives	N
Communicable Diseases	R
Physical Danger or Abuse	R
Other (see 1 below)	N

-Environmental Factors-	
Respiratory Hazards	N
Extreme Temperatures	N
Noise and Vibration	D
Wetness/Humidity	N
Physical Hazards	N

(1) N/A

PROTECTIVE EQUIPMENT REQUIRED:

Gloves

NON-PHYSICAL DEMANDS:

F Frequently From 1/3 to 2/3 of the time	O Occasionally Up to 1/3 of the time	R Rarely Less than 1 hour per week	N Never Never occurs
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-Description of Non-Physical Demands-	-Frequency-
Time Pressure	O
Emergency Situation	R
Frequent Change of Tasks	O
Irregular Work Schedule/Overtime	R
Performing Multiple Tasks Simultaneously	F
Working Closely with Others as Part of a Team	F
Tedious or Exacting Work	O
Noisy/Distracting Environment	O
Other (see 2 below)	N

(2) N/A

PRIMARY WORK LOCATION:

Office Environment	X	Vehicle	
Warehouse		Outdoors	
Shop		Other (see 3 below)	
Recreation/Neighborhood Center			



City of Greenville, North Carolina

Meeting Date: 05/23/2022

Title of Item: Ordinance and Reimbursement Resolution Amending Greenville Utilities Commission's FY 2021-22 Budget and various capital project budgets

Explanation: The fiscal year 2021-22 Electric, Water, Sewer and Gas Fund Budgets need to be amended to ensure that the estimated sources of revenue appropriately cover the estimated expenditures and contingencies for the remainder of the fiscal year and to also alleviate the potential of actual expenditures being over the budget. On May 19, 2022, the GUC Board of Commissioners will consider approval of the fiscal year 21-22 budget amendments, which include certain capital projects budget amendments.

Fiscal Note: No costs to the City.

Recommendation: Adopt the attached Ordinance and Resolution amending GUC's fiscal year 2021-22 budget which includes capital projects budget amendments

ATTACHMENTS

-  [Ordinance Amending 2021-22 Budget COG.pdf](#)
-  [Reimbursement Resolution for Capital Projects in FY 2021-22 Budget Amendment COG.pdf](#)

ORDINANCE NO. 22-
CITY OF GREENVILLE, NORTH CAROLINA
TO AMEND THE GREENVILLE UTILITIES COMMISSION 2021-22 BUDGET, AND
TO AMEND VARIOUS CAPITAL PROJECT BUDGETS

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, 2021 and ending June 30, 2022 to meet the subsequent expenditures according to the following schedules:

	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
<u>Revenues</u>			
A. <u>Electric Fund</u>			
Rates & Charges	\$178,868,362	(\$3,468,827)	\$175,399,535
Fees & Charges	1,578,002	102,228	1,680,230
Miscellaneous	1,492,616	1,566,780	3,059,396
Interest on Investments	450,000	(170,000)	280,000
FEMA/Insurance Reimbursement	0	70,637	70,637
Transfer from Rate Stabilization	2,500,000	(2,500,000)	0
	<hr/>	<hr/>	<hr/>
Total Electric Fund Revenue	\$184,888,980	(\$4,399,182)	\$180,489,798
B. <u>Water Fund</u>			
Rates & Charges	\$23,175,014	\$400,020	\$23,575,034
Fees & Charges	451,993	145,927	597,920
Miscellaneous	185,348	186,024	371,372
Interest on Investments	80,000	(28,000)	52,000
FEMA/Insurance Reimbursement	0	20,929	20,929
	<hr/>	<hr/>	<hr/>
Total Water Fund Revenue	\$23,892,355	\$724,900	\$24,617,255
C. <u>Sewer Fund</u>			
Rates & Charges	\$23,389,861	\$583,136	\$23,972,997
Fees & Charges	422,785	63,500	486,285
Miscellaneous	130,963	43,353	174,316
Interest on Investments	80,000	(29,000)	51,000
FEMA/Insurance Reimbursement	0	20,929	20,929
	<hr/>	<hr/>	<hr/>
Total Sewer Fund Revenue	\$24,023,609	\$681,918	\$24,705,527
D. <u>Gas Fund</u>			
Rates & Charges	\$36,779,537	\$3,078,176	\$39,857,713
Fees & Charges	164,160	15,620	179,780
Miscellaneous	134,637	121,271	255,908
Interest on Investments	140,000	(65,000)	75,000
FEMA/Insurance Reimbursement	0	18,313	18,313
Transfer from Capital Projects	0	296,096	296,096
Transfer from Rate Stabilization	1,856,000	(66,000)	1,790,000
	<hr/>	<hr/>	<hr/>
Total Gas Fund Revenue	\$39,074,334	\$3,398,476	\$42,472,810
	<hr/>	<hr/>	<hr/>
Total Revenues	<u>\$271,879,278</u>	<u>\$406,112</u>	<u>\$272,285,390</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, 2021 and ending on June 30, 2022, according to the following schedules:

<u>Expenditures</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
Electric Fund	\$184,888,980	(\$4,399,182)	\$180,489,798
Water Fund	23,892,355	724,900	24,617,255
Sewer Fund	24,023,609	681,918	24,705,527
Gas Fund	39,074,334	3,398,476	42,472,810
Total Expenditures	<u>\$271,879,278</u>	<u>\$406,112</u>	<u>\$272,285,390</u>

Section III. Capital Projects. The following Capital Project Budgets previously established are hereby amended.

(a) The revenues anticipated to be available to complete the projects are amended as follows.

<u>Line #</u>	<u>Revenue Description</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
1	Proceeds from long-term debt	\$11,375,000	\$25,382,660	\$36,757,660
2	Capital projects fund balance	5,501,622	2,834,340	8,335,962
3	Developer contributions	0	1,750,000	1,750,000
4	System development fees	0	200,000	200,000
5	Acreage fees	1,055,136	0	1,055,136
6	Capacity fees	2,158,902	0	2,158,902
7		<u>\$20,090,660</u>	<u>\$30,167,000</u>	<u>\$50,257,660</u>

(b) The amounts appropriated for the projects are amended as follows:

<u>Project Description</u>				
8	ECP10219 Peak Shaving Generator Replacements	\$6,000,000	\$9,500,000	\$15,500,000
9	ECP10220 Transmission Structure Replacements	2,000,000	3,292,000	5,292,000
10	WCP10030 Water Distribution System Improvements	500,000	5,750,000	6,250,000
11	WCP10036 Elm Street Water Main Relocations	375,000	200,000	575,000
12	SCP10221 Southeast Sewer Service Area Project	3,000,000	4,000,000	7,000,000
13	SCP10230 Forlines Pump Station Expansion	2,250,000	200,000	2,450,000
14	SCP10233 WWTP Headworks Improvements	4,640,660	0	4,640,660
15	SCP10243 Elm Street Sewer Pipeline Relocations	325,000	225,000	550,000
16	GCP92 LNG Expansion Project	1,000,000	7,000,000	8,000,000
17		<u>\$20,090,660</u>	<u>\$30,167,000</u>	<u>\$50,257,660</u>

(c) The capital project revenues and expenditures authorizations shall extend from year to year until each project is completed.

Section IV. Amendments.

(a) Pursuant to General Statutes 159-15, these budgets 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 the expenditure(s) is/are 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 meeting.

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

Section V: 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

RESOLUTION NO. _____
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 peak shaving generator replacements, transmission structure replacements, water distribution improvements, water main and sewer pipeline relocations, sewer facility expansions, wastewater treatment plant headworks improvements, and a LNG expansion project; 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 Improvements is estimated to be not more than \$50,257,660.

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: 05/23/2022

Title of Item: Amendment of Agreement with American Traffic Solutions, Inc. related to the Red Light Camera Program

Explanation: The City and American Traffic Solutions, Inc. (ATS or Contractor) entered into an Agreement on or about March 28, 2017 which provides Contractor is responsible for the purchase, installation, maintenance, operation of equipment, collections and management of the City Traffic Signal Red Light Violation Program ("Red Light Camera" or "Program"). The purpose of the Red Light Camera Program is to improve traffic safety.

The North Carolina Court of Appeals in a recent opinion, *Fearrington et al. v. City of Greenville et al.*, ruled that the City was not forwarding the clear proceeds of civil penalties to the Pitt County Board of Education ("Board") in violation of the North Carolina Constitution. The City subsequently filed a notice of appeal and petition for discretionary review to the North Carolina Supreme Court.

Session Law 2016-64 provides that the City may enter into a contract with a Contractor for a red light camera system, and may enter into an inter-local agreement with Pitt County Board of Education to implement a red light camera program including provisions on cost-sharing and reimbursement between the City and the Board.

In order to bring the City into compliance with the *Fearrington* decision (while the appeal and petition are pending) and further protect the City interests, the amendments to the Agreement are as follows:

- Compensation to be paid the Contractor is reduced from \$31.85 per each paid violation to \$10.00 per paid violation.
- If City loses the appeal, it may terminate the contract immediately, and/or it is still allowed to terminate the contract effective on November 15, 2022 (parties agreed to termination date) even if the lawsuit is still pending.

In addition, the City plans to amend its Interlocal agreement with the Board. The City will no longer invoice the Board \$31.85 per each paid violation; but instead will only invoice the Board \$10.00 per paid violation. The penalty for a red light camera violation is \$100. This will further ensure that the "clear proceeds" are forwarded to the Board.

Fiscal Note: This Amendment to the Agreement, together with the Interlocal Agreement with

the Board, is designed to comply with the *Fearrington* decision. The Contractor will now receive \$10.00 for each paid citation with the payment amount to be provided to the City by the Board.

Recommendation: It is recommended that the City Council approve the Amendment to the Agreement with the American Traffic Solutions, Inc., related to the Red Light Camera Program.

ATTACHMENTS

 [First Amendment ATS contract.pdf](#)

FIRST AMENDMENT TO AGREEMENT
FOR MANAGEMENT OF THE PHOTO CITATION PROGRAM BETWEEN
THE CITY OF GREENVILLE AND AMERICAN TRAFFIC SOLUTIONS, INC.

This First Amendment ("Amendment") is dated effective this ___ day of May 2022 (the "Effective Date") and is entered into between American Traffic Solutions, Inc., doing business as Verra Mobility ("Contractor") and the City of Greenville, ("City"), a North Carolina municipal corporation, (with Verra Mobility and City each individually a "Party" and collectively the "Parties").

WHEREAS, on or about March 28, 2017, City and Contractor entered into an Agreement for Management of the Photo Citation Program (the "Original Agreement"); and

WHEREAS, Article 4 and subsection 16.4 of Article 16 of the Original Agreement authorizes the City Manager or his/her designee to amend the terms and conditions of the Agreement; and

WHEREAS, on March 15, 2022, the North Carolina Court of Appeals issued an opinion in *Ferrington et al. v. City of Greenville et al.* (No. COA20-877) holding, among other things, that the clear proceeds from the red light camera civil penalties must go to the Pitt County School Board (the "Ferrington Opinion" or "Ferrington"); and

WHEREAS, the Parties desire to amend the term and fee structure of the Original Agreement to allow for the City to continue to benefit from the safety aspects of the red light camera program, and bring its Original Agreement into compliance with the Ferrington opinion while the City's notice of appeal and petition is pending; and

WHEREAS, Contractor represents that the cost to the City of collection is \$10.00 per violation;

NOW THEREFORE, City and Contractor hereby agree to amend the Original Agreement as set forth below:

TERMS AND CONDITIONS

1. During the pendency of the appeal of the Ferrington Opinion, Contractor agrees to only bill the City for its collections services.

2. Contractor agrees to reduce its service fee in Part 1 of Section 12.1 of the Agreement, effective April 1, 2022, such that the cost to the City for the Contractor's collections services provided pursuant to section 2.4 of the Agreement shall be \$10.00 per paid violation. The Contractor shall not provide the services in Part 2 and 3 of Section 12.1 of the Agreement. The services provided for the collection of the civil penalty shall include violation processing service, the printing and mailing of notices, payment processing enablement services, including maintaining payment portals for making payments of the civil penalty and a customer call center for making inquiries regarding the payment of the civil penalty.
3. Contractor represents that the cost to the City of collection is \$10.00 per violation;
4. The Contractor is not obligated to maintain, repair or replace any Camera system installed in the City.
5. In addition to the conditions for termination set forth in Article 7 of the Agreement, the Agreement shall terminate upon the first to occur (i) upon written notice to the City by the Contractor, without cause, with no cost to either Party, or (ii) if the City is unsuccessful in its appeal of the Fearington Opinion, by either Party within thirty (30) days of the final disposition of the appeal of the Fearington Opinion, or (iii) the Agreement terminates as of the current termination date.

“Unsuccessful in its appeal” includes the North Carolina Supreme Court (“Court”) not granting the City’s pending petition or notice of appeal in Fearington; or Court hearing the notice of appeal and not ruling in the City’s favor (for example, not reversing the holding in Fearington that City violated the Fines and Forfeiture clause of the North Carolina Constitution).

6. For the avoidance of doubt, the Parties agree that the current termination date of the Agreement is November 15, 2022, and upon this date the Agreement will end with no cost to either Party.
7. Upon termination of the Agreement, the Parties will negotiate in good faith an orderly wind down of the City’s red light camera program, which will be documented in a wind down agreement.
8. In the event that the City is successful in its appeal of the Fearington Opinion, then the City and Contractor may enter negotiations regarding an extension to the Agreement.

“Successful in its appeal” means the North Carolina Supreme Court reverses the Fearington opinion and concludes that City did not violate the Fines and Forfeiture clause of the North Carolina Constitution.

9. The provisions of the Agreement, as amended by this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the Parties with respect to the subject matter hereof. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.
10. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each Party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that Party to the terms and conditions of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment.

City of Greenville

By: _____
P.J. Connelly, Mayor

Attest:
(SEAL)

Valerie Shiuwegar, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF PITT

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

Witness my hand and seal this the _____ day of _____, 2022.

Notary Public

My commission expires: _____

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

BY: _____
Byron Hayes, Director of Financial Services

American Traffic Solutions, Inc.

By: _____

STATE OF _____
COUNTY OF _____

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

Witness my hand and seal this the _____ day of _____, 2022.

Notary Public

My commission expires: _____



City of Greenville, North Carolina

Meeting Date: 05/23/2022

Title of Item: Interlocal Agreement with Pitt County Board of Education related to the Red Light Camera Program

Explanation: Session Law 2016-64 (passed by the North Carolina General Assembly during the 2016 Session) provides that the City may enter into an interlocal agreement with Pitt County Board of Education implement a red light camera program which may include provisions on cost-sharing and reimbursement between the City and Board.

The City and Pitt County Board of Education (Board) entered into an Agreement on March 20, 2017 regarding the red light camera program. The City invoiced the Board \$31.85 per each paid violation of \$100, and invoiced the Board monthly \$6,250 for the cost of a sworn law enforcement officer to serve as the Red light camera manager.

The North Carolina Court of Appeals in a recent opinion, *Farrington et al. v. City of Greenville et al.* ruled that the City was not forwarding the clear proceeds of civil penalties to the Board in violation of the North Carolina Constitution and that the salary of a law enforcement officer is an enforcement cost and cannot be deducted in order to reach the clear proceeds. The City subsequently filed a notice of appeal and petition to the North Carolina Supreme Court.

In order to bring the City into compliance with the *Farrington* decision (while case is pending on appeal) and further protect the City's interests, the amendments to the Agreement are as follows:

- The City will no longer invoice the Board \$31.85 per each paid violation; but instead will only invoice the Board \$10.00 per paid violation; but instead will only invoice the Board \$10.00 per paid violation. The penalty for a red light camera violation is \$100.
- The provision requiring the City to invoice the Board monthly the amount of \$6,250 for a law enforcement officer is deleted from the agreement.

Fiscal Note: The program is revenue neutral except for the cost of the red light camera officer. The Pitt County School Board will only be invoiced \$10.00 for each paid citation and that \$10.00 will be forwarded to the City's contractor running the program. The City will absorb the cost of the red light camera program officer---\$6,250.00 per month---while the appeal is pending.

Recommendation: It is recommended that the City Council approve the Amendment to the

Interlocal Agreement with the Pitt County Board of Education related to the Red Light Camera Program.

ATTACHMENTS

 [**Temporary Amendment Interlocal Agreement Pitt County board Red light program .pdf**](#)

**NORTH CAROLINA
PITT COUNTY**

**TEMPORARY AMENDMENT TO
INTERLOCAL AGREEMENT**

This TEMPORARY AMENDMENT TO INTERLOCAL AGREEMENT (hereinafter “TEMPORARY AMENDMENT”) is entered into on the ___ day of June, 2022, between the City of Greenville (hereinafter “CITY”), a North Carolina municipal corporation organized and existing under the laws of the State of North Carolina, and The Pitt County Board of Education (hereinafter “BOARD”), a North Carolina body politic, organized and existing under the laws of the State of North Carolina (Collectively, the CITY and the BOARD are the “Parties”).

W I T N E S S E T H:

WHEREAS, the Parties have executed that certain INTERLOCAL AGREEMENT dated March 20, 2017 which pertains to the distribution of funds under a Red Light Camera Program operated by the City; and

WHEREAS, the Parties have had to defend an extensive number of lawsuits filed over the Red Light Camera Program; and

WHEREAS, the Parties have prevailed in the litigation but on March 15, 2022 the North Carolina Court of Appeals (hereinafter “Court”) issued an opinion in *Ferrington et al. v. City of Greenville et al.* (No. COA20-877) holding, among other things, that the clear proceeds from the red light camera civil penalties must go to the Board (hereinafter “Ferrington Opinion”); and

WHEREAS, the Court concluded that the City’s invoices to the Board for the salary and benefits of a law enforcement officer to oversee the Red Light Camera Program constituted enforcement costs and could not be deducted from the clear proceeds owed to the Board; and

WHEREAS, given the uncertainty of litigation, the Parties wish to comply with the Ferrington Opinion while an appeal of the Ferrington Opinion is pending before the Supreme Court of North Carolina; and

WHEREAS, in the INTERLOCAL AGREEMENT, the Parties agreed to negotiate and execute additional written amendments to address matters as determined necessary by the Parties; and

WHEREAS, the Parties wish to temporarily amend the INTERLOCAL AGREEMENT to comply with the Ferrington Opinion; and

WHEREAS, this TEMPORARY AMENDMENT to the INTERLOCAL AGREEMENT should not be in any way construed to suggest that the Parties concede in any way that the Court was correct in deciding that the Board could not pay enforcement costs to the City.

NOW THEREFORE, in consideration of the mutual benefits, covenants, and promises contained herein, the City and Board agree to the following:

1. Section 4(b) of the INTERLOCAL AGREEMENT which provides that the City will invoice the Board a monthly amount of \$6,250 to pay salary and benefits of sworn law enforcement officer to serve as the manager of the Red Light Camera Program is suspended during the pendency of the appeal of the Ferrington Opinion.

2. Section 4(a) of the INTERLOCAL AGREEMENT is temporarily replaced with the following:

(a) Except as set forth in subsection (c) below, the CITY will invoice the BOARD monthly the actual cost of collection pursuant to its agreement with CITY's service contractor (\$10.00 per paid violation). The CITY shall provide the BOARD a copy of the monthly invoices submitted by the Contractor for accounting purposes. The BOARD shall remit payment to the CITY within 30 days of receipt of invoice from the CITY in accordance with payment procedures detailed in Attachment A (Payment Procedures). The CITY's financial institution, account number, and point of contact may be revised by the CITY with reasonable written notice to the BOARD.

3. Should the Parties prevail in the appeal of the Ferrington Opinion, the Parties agree that this TEMPORARY AMENDMENT will expire without further action.

4. The remaining parts of the INTERLOCAL AGREEMENT will remain in effect.

IN WITNESS WHEREOF, this TEMPORARY AMENDMENT has been executed by duly authorized representatives of the Parties hereto, in duplicate originals, all of which constitute only one original, as of the date first above written.

THE PITT COUNTY BOARD OF EDUCATION

CITY OF GREENVILLE

James Tripp
Board Chair

P.J. Connelly
Mayor

ATTEST:

ATTEST:

Ethan Lenker
Superintendent and Clerk to the Board

City Clerk

PRE-AUDIT CERTIFICATION:

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

Debra Baggett
Chief Financial Officer, Pitt County Schools

Date

PRE-AUDIT CERTIFICATION:

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

Byron Hayes, Director of Financial Services

Date

Account Number _____

Project Code (if applicable) _____



City of Greenville, North Carolina

Meeting Date: 05/23/2022

Title of Item: Authorization to Submit a U.S. Department of Justice 2022 Body Worn Camera Grant Application

Explanation: The Greenville Police Department (GPD) is seeking authority to submit an application for the U.S. Department of Justice's 2022 Body Worn Camera grant for the purpose of upgrading the Department's camera system to that of a cloud based solution. The proposed upgrade will not only increase the safety and security of the City's officers, but also provide a more efficient system to store and retrieve camera data.

Approximately five years ago the City completed full implementation of the current Coban camera system for GPD. Implementation was phased in over a ten to twelve year period. The current Coban system is an older technology with the following limitations:

- The system is not cloud based and therefore requires data to be downloaded to the system as of the end of the shift.
- The system does not auto tag video downloads to calls for service which is required for reporting purposes.
- The cameras do not auto-activate when approaching activated cameras already on the scene.
- The cameras do not allow for GPS livestreaming so as to allow the camera to be seen by dispatch.
- The system does not allow for the seamless sharing of case file video data with the Pitt County District Attorney's (DA) Office. Currently, data is required to be downloaded to disc and delivered to the DA's office.

The 2022 Body Worn Camera Grant would provide 50% of the upfront cost needed to upgrade the current system to a newer technology that would fill the voids outlined above. A newer, more advanced system would greatly improve GPD's ability to process data needed for case files and provide officers more protection on scene. In addition, an upgraded platform would be intended to place GPD on the same platform utilized by the DA's Office and the Pitt County Sheriff's Office, thereby increasing the efficiency by which data is shared.

Fiscal Note: The total cost of the project is estimated to be \$615,294. The grant would cover approximately \$307,647 (50%) of the project cost. The remaining 50% would be covered through the use of available Federal Forfeiture funding. As of

March, 2022 the City’s Federal Forfeiture Fund Balance stood at approximately \$450,000.

Upon successful implementation of the project, it is projected that the City would incur annual maintenance on the equipment of approximately \$353,000. The annual maintenance will not only cover the cost of repair and upkeep, but will also fund the replacement of equipment as long as the City remains under contract. The annual maintenance cost would be funded through a combination of Federal Forfeiture Funding, Police Carryover Funds, the Police Department’s Current Operating Budget, as well as a new funding request beginning with Fiscal Year 2023-24. Currently the City budgets approximately \$114,000 per year to maintain and replace the current Coban cameras. The following is a summary of proposed funding:

Description	2022-23 Equipment Purchase	2023-24 Annual Maintenance	2024-25 Annual Maintenance	2025-26 Annual Maintenance
Grant Funding	\$307,647	\$0	\$0	\$0
Federal Forfeitures	307,674	77,000	77,000	50,000
Police Operating Carryover	0	92,000	22,000	0
Police Current Operating Budget	0	114,000	114,000	114,000
Police New Operating Request	0	70,000	140,000	189,000
Total	\$615,294	\$353,000	\$353,000	\$353,000

Note that the costs presented above are projections. It would be the intention of the City staff to bid the project out through a Request for Proposal process so as to secure the most favorable costing.

Recommendation: Authorize Greenville Police Department staff to submit the 2022 Body Worn Camera Grant application to replace the City’s body worn cameras.



City of Greenville, North Carolina

Meeting Date: 05/23/2022

Title of Item: Second 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. 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.

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


The First Reading of the proposed ordinance revision was presented to Council at the May 9, 2022 Council meeting. A copy of the ordinance as presented at the May 9, 2022 Council meeting is included with the current agenda item.

The current agenda item represents a continuation of the Second Reading that was originally included on the May 12, 2022 Council meeting agenda. Prior to the May 12th Council meeting, various community stakeholders had requested time for additional input related to the proposed ordinance. City staff will meet with stakeholders the week of May 16, 2022 to receive input. At the May 23, 2022 Council meeting, staff will present the ordinance for Second Reading inclusive of any proposed changes from that presented at the May 9, 2022 Council meeting.

Fiscal Note: There is no cost to the City.

Recommendation: Hear discussion on the second reading of the ordinance and approve the Ordinance.

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: 05/23/2022

Title of Item: Ordinances Adopting the Fiscal Year 2022-23 City of Greenville Budgets Including Sheppard Memorial Library, the Pitt-Greenville Convention & Visitors Authority and Greenville Utilities Commission

Explanation: Attached are the Fiscal Year 2022-23 budget ordinances for the City of Greenville (including Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority) and Greenville Utilities Commission. The ordinances establish the Fiscal Year 2022-23 budgets.

The following is a summary of the primary highlights of the City's Proposed budget as included in the attached ordinances:

- Maintains the City's property tax rate at 48.95 cents (40 year low)
- Provides for an average 4.0% wage increase for employees
- Provides for a \$100 thousand increase in the City's OPEB contribution
- Maintains the City's sanitation pickup fee at \$16.00 per month for 5th consecutive year
- Includes a \$5.0 million increase in projected tax revenues (property tax and sales tax)
- Includes a commitment to supporting Economic Development through the annual financial contribution to public-private partnerships
- Includes \$100 thousand in funding for Job Creation Grants
- Provides for \$100 thousand in funding for the MWBE Incubate to Accelerate program
- Continues to provide \$2.8 million in annual funding for the Pavement Management Program
- Provides for the continuation of the Stormwater Utility Plan approved by Council in April, 2019, which will be funded by an annual increase in the Stormwater Utility Rate of \$1.00 to \$7.35 per ERU
- Provides \$250 thousand in funding for pedestrian safety projects

Fiscal Note: The City of Greenville Fiscal Year 2022-23 budget ordinance for the City's operating funds provide revenues and appropriations for the following:

General	\$ 95,165,572
Debt Service	6,322,622
Public Transportation (Transit)	3,485,714
Fleet Maintenance	5,203,116
Sanitation	8,387,480

Stormwater Utility	8,535,490
Housing	1,931,466
Health	14,258,648
Vehicle Replacement	5,153,938
Facilities Improvement	1,200,000

The City of Greenville's Fiscal Year 2022-23 budget ordinance also includes revenues and appropriation for Sheppard Memorial Library and Pitt-Greenville Convention and Visitors Authority as follows:

Sheppard Memorial Library Fund	\$2,731,653
Pitt-Greenville Convention & Visitors Authority	\$1,674,358

The Greenville Utilities Commission's Fiscal Year 2022-23 budget ordinance provides revenues and appropriations for the following:

Operating Revenues	\$287,798,503
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Recommendation: Approval of budget ordinances for the Fiscal Year 2022-23 inclusive of reimbursement resolutions associated with budget amendments.

ATTACHMENTS

-  [COG 2023 Budget Ordinance.XLSX](#)
-  [GUC.City Entire Budget Package 22Message Ordinance REs Budget Exp by Dept and Reimbursement Resolutions_.pdf](#)

ORDINANCE NO. 22-
CITY OF GREENVILLE, NORTH CAROLINA
2022-2023 BUDGET ORDINANCE

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

Section I: Estimated Revenue. It is estimated that the following revenues will be available for the City of Greenville during the fiscal year beginning July 1, 2022 and ending June 30, 2023:

GENERAL FUND		
Unrestricted Intergovernmental Revenues:		
Ad Valorem Taxes		
Current Year Taxes - Operations	\$ 37,642,527	
Prior Year's Taxes and Penalties	387,873	
Subtotal		38,030,400
Sales Tax	\$ 26,935,346	
Rental Vehicle Gross Receipts	176,125	
Video Programming & Telecommunication Services Tax	793,717	
Utilities Franchise Tax	6,828,328	
Motor Vehicle Tax	1,746,059	
Other Unrestricted Intergovernmental Revenues	871,145	
Subtotal		37,350,720
Restricted Intergovernmental Revenues:		
Restricted Intergovernmental Revenues	\$ 465,601	
Powell Bill - State allocation payment	2,123,924	
Subtotal		2,589,525
Licenses, Permits, & Fees:		
Other Licenses, Permits & Fees	\$ 4,341,722	
Subtotal		4,341,722
Sales and Services:		
Rescue Service Transport	\$ 3,200,000	
Parking Violation Penalties	275,000	
Leased Parking & Meters	378,697	
Subtotal		3,853,697
Other Revenues:		
Sale of Property	\$ -	
Other Revenues Sources	1,032,490	
Subtotal		1,032,490
Investment Earnings:		
Interest on Investments	\$ 742,690	
Subtotal		742,690
Other Financing Sources:		
Transfer from FEMA Fund	\$ -	
Transfer from Greenville Utilities Commission	7,074,328	
Subtotal		7,074,328
Fund Balance Appropriated:		
Appropriated Fund Balance - General	\$ 150,000	
Appropriated Fund Balance - Powell Bill	-	
Subtotal		150,000
TOTAL GENERAL FUND REVENUES		95,165,572

DEBT SERVICE FUND		
Occupancy Tax	\$	684,958
Transfer from General Fund		<u>5,637,664</u>
TOTAL DEBT SERVICE FUND		<u>\$ 6,322,622</u>
PUBLIC TRANSPORTATION FUND		
Grant Income	\$	2,391,820
Bus Fare / Ticket Sales		272,000
Other Revenues		50,000
Transfer from General Fund		<u>771,894</u>
TOTAL TRANSPORTATION FUND		<u>\$ 3,485,714</u>
FLEET MAINTENANCE FUND		
Fuel Markup	\$	1,604,780
Labor Fees		1,606,279
Parts Markup		1,284,335
Commercial Labor Markup		665,572
Other Revenue Sources		<u>42,150</u>
TOTAL FLEET MAINTENANCE FUND		<u>\$ 5,203,116</u>
SANITATION FUND		
Refuse Fees	\$	8,133,180
Cart and Dumpster		158,000
Other Revenues		<u>96,300</u>
TOTAL SANITATION FUND		<u>\$ 8,387,480</u>
STORMWATER MANAGEMENT UTILITY FUND		
Utility Fee	\$	8,535,490
Appropriated Fund Balance		<u>-</u>
TOTAL STORMWATER MANAGEMENT UTILITY FUND		<u>\$ 8,535,490</u>
COMMUNITY DEVELOPMENT HOUSING FUND		
CDBG Grant Income	\$	1,037,668
HOME Grant Income		565,103
Transfer from General Fund		<u>328,695</u>
TOTAL COMMUNITY DEVELOPMENT HOUSING FUND		<u>\$ 1,931,466</u>
HEALTH FUND		
Employer Contributions - City of Greenville	\$	9,397,836
Employee Contributions - City of Greenville		1,646,123
Retiree Contributions - City of Greenville		1,327,544
Other Agencies		1,103,731
Other Revenues		4,246
Insurance Company Refund/Reimbursement		240,000
Appropriated Fund Balance		<u>539,168</u>
TOTAL HEALTH FUND		<u>\$ 14,258,648</u>

FACILITIES IMPROVEMENT FUND		
Transfer from General Fund	\$	1,200,000
		<u>1,200,000</u>
TOTAL FACILITIES IMPROVEMENT FUND		<u>\$ 1,200,000</u>
VEHICLE REPLACEMENT FUND		
Sale of Property	\$	-
Transfer from City Departments		5,153,938
Appropriated Fund Balance		<u>-</u>
TOTAL VEHICLE REPLACEMENT FUND		<u>\$ 5,153,938</u>
CAPITAL RESERVE FUND		
Transfer from General Fund	\$	-
		<u>-</u>
TOTAL CAPITAL RESERVE FUND		<u>\$ -</u>
TOTAL ESTIMATED CITY OF GREENVILLE REVENUES		<u>\$ 149,644,046</u>
SHEPPARD MEMORIAL LIBRARY FUND		
City of Greenville	\$	1,408,535
Pitt County		640,335
Pitt County-Bethel/Winterville		12,000
Town of Bethel		21,108
Town of Winterville		168,400
State Aid		187,393
Desk/Copier Receipts		55,000
Interest Income		4,500
Other Revenues		10,000
Greenville Housing Authority		10,692
Grant - LSTA Planning Grant		20,000
Capital Projects		80,000
SML Fund Balance & Capital		<u>113,690</u>
TOTAL SHEPPARD MEMORIAL LIBRARY FUND		<u>\$ 2,731,653</u>
PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND		
Occupancy Tax (2%)	\$	800,238
Occupancy Tax (1%)		400,119
Capital Reserve		325,000
Investment Earnings		584
Appropriated Fund Balance		98,417
Capital Reserve/CVB		<u>50,000</u>
TOTAL PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND		<u>\$ 1,674,358</u>

Section II: Appropriations. The following amounts are hereby appropriated for the operation of the City of Greenville and its activities for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

GENERAL FUND

Mayor & City Council	\$	503,926
City Manager		2,950,567
City Clerk		362,930
City Attorney		686,116
Human Resources		4,383,855
Information Technology		3,533,373
Engineering		5,021,147
Fire/Rescue		17,360,824
Financial Services		2,844,749
Police		27,665,488
Recreation & Parks		7,905,239
Public Works		5,547,691
Planning and Development		3,384,929
Other Post Employment Benefits		700,000
Contingency		100,000
Capital Improvement		474,018
Transfer to Other Funds		13,691,607
Indirect Cost Reimbursement		(1,950,887)
TOTAL GENERAL FUND	\$	<u>95,165,572</u>

DEBT SERVICE FUND

Debt Service	\$	6,322,622
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PUBLIC TRANSPORTATION FUND

Public Transportation	\$	3,485,714
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FLEET MAINTENANCE FUND

Fleet Maintenance	\$	5,203,116
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SANITATION FUND

Sanitation Service	\$	8,387,480
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STORMWATER MANAGEMENT UTILITY FUND

Stormwater Management \$ 8,535,490

COMMUNITY DEVELOPMENT HOUSING FUND

Community Development Housing / CDBG \$ 1,931,466

HEALTH FUND

Health Fund \$ 14,258,648

FACILITIES IMPROVEMENT FUND

Facilities Improvement Fund \$ 1,200,000

VEHICLE REPLACEMENT FUND

Vehicle Replacement Fund \$ 5,153,938

CAPITAL RESERVE FUND

Transfer from General Fund	\$ -	
TOTAL CAPITAL RESERVE FUND		<u>\$ -</u>

TOTAL CITY OF GREENVILLE APPROPRIATIONS \$ 149,644,046

SHEPPARD MEMORIAL LIBRARY FUND

Sheppard Memorial Library \$ 2,731,653

PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND

Pitt-Greenville Convention and Visitors Authority \$ 1,674,358

Section III: Encumbrances. Appropriations herein authorized and made shall have the amount of outstanding purchase orders of June 30, 2022, added to each appropriation as it appears in order to account for the expenditures in the fiscal year in which it was paid.

Section IV: Taxes Levied. There is hereby levied a tax rate of 48.95 cents per one hundred dollars (\$100) valuation of taxable properties, as listed for taxes as of January 1, 2023 as set forth in the foregoing estimates of revenue, and in order to finance the foregoing appropriations.

Section V: Salaries.

(a) Salaries of Elected Officials. The annual salaries of the Mayor, Mayor Pro-Tem, and other members of the City Council shall be as follows:

Mayor	\$	13,900
Mayor Pro-Tem	\$	9,600
Council Members	\$	8,700

(b) Salary Cap of Greenville Utilities Commission Members. Pursuant to Section 4 of the Charter of the Greenville Utilities Commission of the City of Greenville, the monthly salaries of the members of the Greenville Utilities Commission shall not exceed the following caps:

Chair	\$	350
Member	\$	200

Section VI: Amendments

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

(b) Notwithstanding Subsection (a) above, the City Manager is authorized to transfer funds from one appropriation to another within the same fund in an amount not to exceed \$10,000. Any such transfers shall be reported to the City Council at its 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 City Manager 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 City Council as soon as possible, and the appropriate budget amendments are submitted at the next regular meeting.

Section VII: The Manual of Fees, dated July 1, 2022, is adopted herein by reference.

Section VIII: Motor Vehicle Tax.

(a) Pursuant to provisions of General Statute 20-97 (b1) and Section 10-3-1 of the Code of Ordinances, City of Greenville, an annual motor vehicle tax in the amount of thirty dollars (\$30) is hereby levied upon any vehicle resident in the city.

Section IX: Community Development. The City Council does hereby authorize grant project funds for the operation of FY 2022-2023 CDBG Entitlement and Community Development Home Consortium programs under the Community Development Block Grant Program and Home Consortium Program for the primary purpose of housing rehabilitation and other stated expenditures.

Section X: Greenville Utilities Commission. The City Council adopts a separate ordinance for the budget of the Greenville Utilities Commission.

Section XI: Distribution. Copies of this ordinance shall be furnished to the City Manager and Director of Financial Services of the City of Greenville to be kept on file by them for their direction in disbursement of funds.

ADPOTED this the 23rd day of May, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



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 8.4%, or \$22.3M, when compared to the FY 2021-22 original budget. Key points are:
 - \$6.8M increase in operations
 - \$482K decrease in purchased power
 - \$1.9M increase in capital outlay
 - \$15.3M increase in purchased gas
 - \$447K decrease in debt service
 - \$500K 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	1,761,338
	Miscellaneous	2,293,039
	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	\$46,508,834
	Fees & Charges	184,987
	Miscellaneous	173,596
	Interest on Investments	70,000
	Transfer from Rate Stabilization	<u>1,520,500</u>
	Total Gas Fund Revenue	<u>\$48,457,917</u>
	Total Revenues	<u>\$287,798,503</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>48,457,917</u>
Total Expenditures	<u>\$287,798,503</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 Original Budget	2021-2022 Projected	2022-2023 Budget
REVENUE:				
Rates & Charges	\$ 251,303,482	\$ 257,718,774	\$ 262,805,279	\$ 274,761,943
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	1,790,000	6,520,500
	\$ 264,634,083	\$ 265,529,278	\$ 272,285,390	\$ 287,798,503

EXPENDITURES:

Operations	\$ 69,426,844	\$ 75,742,640	\$ 76,220,386	\$ 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	25,640,774	30,925,416
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	12,674,956
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	8,350,000	5,000,000
Operating Contingencies	-	550,620	569,385	411,799
	\$ 264,164,133	\$ 265,529,278	\$ 272,285,390	\$ 287,798,503

ELECTRIC FUND

	2020-2021 Actual	2021-2022 Original 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 Original 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	\$ 16,051,116	\$ 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	4,900,000	4,500,000
Operating Contingencies	-	33,743	161,127	77,317
	\$ 25,864,495	\$ 23,892,355	\$ 24,617,255	\$ 25,257,760

SEWER FUND

	2020-2021 Actual	2021-2022 Original 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	4,657,173
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	500,000
Operating Contingencies	-	213,991	131,618	72,171
	\$ 26,347,172	\$ 24,023,609	\$ 24,705,527	\$ 24,852,520

GAS FUND

	2020-2021 Actual	2021-2022 Original Budget	2021-2022 Projected	2022-2023 Budget
REVENUE:				
Rates & Charges	\$ 33,040,070	\$ 32,285,537	\$ 39,857,713	\$ 46,508,834
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	-	-	1,790,000	1,520,500
	\$ 33,665,191	\$ 32,724,334	\$ 42,472,810	\$ 48,457,917

EXPENDITURES:

Operations	\$ 10,294,998	\$ 11,531,688	\$ 11,832,760	\$ 12,982,645
Purchased Gas	15,482,952	15,617,414	25,640,774	30,925,416
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	57,112	1,112
	\$ 33,549,277	\$ 32,724,334	\$ 42,472,810	\$ 48,457,917

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	3,895,036
Finance	8,146,286	2,683,509	2,618,002	2,500,142	15,947,939
Human Resources	1,708,751	916,891	875,214	666,830	4,167,686
Information Technology	4,161,069	1,229,233	1,229,233	1,400,624	8,020,159
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	3,540,425
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	1,844,836
Ancillary	144,623,427	6,835,758	5,304,343	33,868,671	190,632,199
Grand Total	189,230,306	25,257,760	24,852,520	48,457,917	287,798,503

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	25,972,926	177,082,482
Grand Total	184,888,980	23,892,355	24,023,609	39,074,334	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	3,895,036
Finance	12,552,544	13,057,221	13,467,313	15,947,939
Human Resources	3,219,739	4,461,409	4,187,232	4,167,686
Information Technology	6,673,348	7,920,856	7,172,229	8,020,159
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	3,540,425
Water Department	13,874,570	10,660,259	11,109,067	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	1,844,836
Ancillary	173,352,126	177,082,482	182,770,546	190,632,199
Total	264,164,133	265,529,278	272,285,390	287,798,503

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]